

## BASE PROSPECTUS

### SecurAsset

*(a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 20, rue de la Poste, Luxembourg L-2346 and registered with the Luxembourg trade and companies register under number B 144385)*

### Secured Note, Warrant and Certificate Programme

Under this Secured Note, Warrant and Certificate Programme (the "**Programme**"), SecurAsset S.A. (the "**Issuer**" or "**SecurAsset**") may from time to time issue notes (the "**Notes**"), warrants (the "**Warrants**") or certificates (the "**Certificates**") and, together with the Notes and Warrants, the "**Securities**", in the case of Notes or Certificates denominated, or in the case of Warrants, issued and exercisable in any currency agreed by the Issuer and the relevant Dealer (as defined below). The Issuer is subject to the Grand Duchy of Luxembourg ("**Luxembourg**") act dated 22 March 2004 on securitisation, as amended (the "**Securitisation Act 2004**"). Under the Securitisation Act 2004, the Issuer, as a regulated entity within the meaning of the Securitisation Act 2004, is entitled to issue Securities or shares to the public on an ongoing basis. Shares will not be issued under this Base Prospectus.

The Securities may be issued to BNP Paribas Financial Markets S.N.C. (in its capacity as Dealer) and may be issued to any additional dealer appointed under the Programme from time to time (each a "**Dealer**" and together the "**Dealers**") pursuant to the dealer agreement dated 6 February 2009 as most recently amended and restated on 20 September 2024 (the "**Dealer Agreement**", which expression includes the same as it may be modified and/or supplemented and/or restated from time to time). The terms and conditions of the Notes (the "**Terms and Conditions of the Notes**") are set out in "*Terms and Conditions of the Notes*". Notes may be issued in bearer form ("**Bearer Notes**") or registered form ("**Registered Notes**"). The terms and conditions of the Warrants (the "**Terms and Conditions of the Warrants**") are set out in "*Terms and Conditions of the Warrants*" and the terms and conditions of the Certificates (the "**Terms and Conditions of the Certificates**") and together with the Terms and Conditions of the Notes and the Terms and Conditions of the Warrants, the "**Conditions**") are set out in "*Terms and Conditions of the Certificates*".

This Base Prospectus constitutes a prospectus for the purposes of Article 8 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended (the "**Prospectus Regulation**"). Application has been made to the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") which is the Luxembourg competent authority for the purposes of the Prospectus Regulation for the approval of this Base Prospectus as a base prospectus for the purposes of the Prospectus Regulation. By approving this Base Prospectus, in accordance with Article 20 of the Prospectus Regulation, the CSSF gives no undertaking as to, and assumes no responsibility for, the economic and financial characteristics of the Securities to be issued under this Base Prospectus or the quality or solvency of the Issuer in accordance with Article 6(4) of the Luxembourg law on prospectuses for securities of 16 July 2019 (*loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières*) (the "**Prospectus Act 2019**"). The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval should not be considered as an endorsement of the quality of the securities that are the subject of this Base Prospectus or as an endorsement of the Issuer. Investors should make their own assessment as to the suitability of investing in the securities. In addition, application has been made to the Luxembourg Stock Exchange for Securities issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market (including the professional segment of the regulated market of the Luxembourg Stock Exchange), which is a regulated market for the purposes of European Directive 2014/65/EU, and to be listed on the Official List of the Luxembourg Stock Exchange.

The requirement to publish a prospectus under the Prospectus Regulation only applies to Securities which are to be admitted to trading on a regulated market in the EEA and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation.

The requirement to publish a prospectus under the Financial Services and Markets Act 2000 ("**FSMA**") only applies to Securities which are admitted to trading on a UK regulated market as defined in Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**") ("**UK MiFIR**") and/or offered to the public in the United Kingdom other than in circumstances where an exemption is available under section 86 of the FSMA.

The Issuer may issue Securities for which no prospectus is required to be published under (i) the Prospectus Regulation and/or (ii) Regulation (EU) 2017/1129 of 14 June 2017, as amended, as it forms part of domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**"), as the case may be ("**Exempt Securities**") under this Base Prospectus. The CSSF has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Securities. Approval will also be granted by the Luxembourg Stock Exchange in accordance with the Prospectus Act 2019 for Securities (including Exempt Securities) issued under the Programme to be admitted to the Official List and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange (the "**Euro MTF**") (including the professional segment of the Euro MTF) during the twelve-month period after the date of this Base Prospectus. This Base Prospectus also constitutes a prospectus for the purpose of Part IV of the Luxembourg law on prospectuses for securities dated July 16, 2019. The Euro MTF is not a regulated market for the purposes of European Directive 2014/65/EU.

This Base Prospectus will be valid for admissions to trading on a regulated market by or with the consent of the Issuer for 12 months from its date to, and including, 20 September 2025. The obligation to supplement it in the event of significant new factors, material mistakes or material inaccuracies will not apply after the date falling 12 months from the date of this Base Prospectus.

The Securities will be issued in Series (as defined in the Conditions). Notice of the aggregate nominal amount of a Series of Notes, the interest (if any) payable in respect of such Notes, the issue price of the Notes and any other terms and conditions not contained herein which are applicable to that Series (and/or Tranche, as the case may be) (as defined in the Conditions) of Notes will be completed in respect of those Notes in a final terms document (the "**Notes Final Terms**") which (except in the case of Private Placement Notes (as defined below)) will be filed with the CSSF. Notice of the aggregate number and type of a Series of Warrants, the exercise period or exercise date of the Warrants, the issue price of the Warrants and any other terms and conditions not contained herein which are applicable to each Series (and/or Tranche, as the case may be) of Warrants will be completed in a final terms document (the "**Warrant Final Terms**") which (except in the case of Private Placement Warrants (as defined below)) will be filed with the CSSF. Notice of the aggregate notional amount of a Series of Certificates, the interest (if any) payable in respect of such Certificates, the issue price of the Certificates and any other terms and conditions not contained herein which are applicable to each Series (and/or Tranche, as the case may be) of Certificates will be completed in a final terms document (the "**Certificates Final Terms**" and, together with the Notes Final Terms and Warrant Final Terms, referred to in this Base Prospectus as the "**Final Terms**") which (except in the case of Private Placement Certificates (as defined below)) will be filed with the CSSF. In respect of Exempt Securities to be admitted to trading on the Euro MTF, the applicable Final Terms will be delivered to the Luxembourg Stock Exchange on or before the date of issue of the Exempt Securities of the relevant Tranche and published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)).

The Programme provides that the Securities may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer, the Guarantor (if any) (as defined below) and the relevant Dealer. The Issuer may also issue unlisted Securities and/or Securities not admitted to trading on any market. This Base Prospectus will be published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)). For the avoidance of doubt, the content of the website of the Luxembourg Stock Exchange does not form part of this Base Prospectus. Copies of this Base Prospectus can also be obtained at the specified office of the Issuing and Paying Agent and Principal Warrant and Certificate Agent (each as defined below) at the address given at the end of this Base Prospectus.

In accordance with the Securitisation Act 2004, the Issuer may create one or more compartments. In respect of any Series of Securities, "**Compartment**" means the compartment under which such Securities are issued. Each Compartment will comprise a pool of Charged Assets (as defined below) of the Issuer separate from the pools of Charged Assets relating to other Compartments. Each Series may (if so stated in the applicable Final Terms) be secured by a charge on, or assignment in respect of rights under, certain bonds, notes, warrants, receivables or equity securities of any form, denomination, type or issuer, guarantees, units in funds, loans or any other financial obligations assigned to or assumed by the Issuer or any other specified assets owned by the Issuer (the "**Compartment Assets**") and funds held from time to time by the Custodian and/or the Issuing and Paying Agent or Principal Warrant and Certificate Agent, as applicable and/or the Registrar (each as defined herein) for payments due under the Securities of such Series and any Related Securities (the "**Cash Assets**") and/or secured by an assignment of the Issuer's rights under an interest rate and/or currency exchange agreement or credit default swap agreement or total return swap agreement or other derivative transaction (the "**Swap Agreement**") (as defined in the Conditions) and/or a deposit agreement (the "**Deposit Agreement**") and/or a repurchase agreement (the "**Repurchase Agreement**") entered into in respect of the relevant Notes, Warrants or Certificates and any Related Securities, together with such additional security as

may be described in the applicable Final Terms (together with the Compartment Assets, the Cash Assets, the Swap Agreement, the Deposit Agreement and the Repurchase Agreement, the "**Charged Assets**"). The Issuer will meet its obligations to pay the relevant amounts it is due to pay in respect of the Securities using the payments it receives from the obligors under the Charged Assets specified in the Final Terms for the relevant series of Securities. Any securities comprised in the Charged Assets may, subject as provided herein, be substituted by cash and/or other securities (as set out in the Conditions). The obligations of the Issuer under a Swap Agreement to a counterparty to such Swap Agreement may also be secured on certain assets comprised in the Charged Assets. Where a Compartment is specified in the applicable Final Terms to be a Multi-Series Compartment, more than one Series of Securities may be issued from the relevant Multi-Series Compartment, each of which Series of Securities will be secured by the Charged Assets for such Compartment. A list of considerations relating to the Securities is set out in the section herein entitled "*Risk Factors*".

Payments in respect of the Notes or, as applicable, Warrants or Certificates may be unconditionally and irrevocably guaranteed by BNP Paribas S.A. ("**BNPP**" or "**BNP Paribas**") (the "**Guarantor**") (any such Notes, "**Guaranteed Notes**", any such Warrants, "**Guaranteed Warrants**" and any such Certificates, "**Guaranteed Certificates**" and generally "**Guaranteed Securities**").

In respect of any Compartment and any Security (but without prejudice to the rights of holders of Guaranteed Securities), all payments to be made by the Issuer in respect of such Security and the related Swap Agreement, Repurchase Agreement and/or Deposit Agreement (if any) will be made only from and to the extent of the sums received or recovered from time to time by or on behalf of the Issuer or the Trustee in respect of the Charged Assets and, following a Note Acceleration, Warrant Acceleration or Certificate Acceleration in respect of such Note or such Warrant or such Certificate, as applicable or in respect of any Related Securities (if applicable) (but without prejudice to the rights of holders of Guaranteed Securities under the relevant Guarantee), the entitlement of the holder of such Note (a "**Noteholder**") or the holder of such Warrant (a "**Warrantholder**") or the holder of such Certificate (a "**Certificateholder**") will be limited to such Noteholder, Warrantholder or Certificateholder's *pro rata* share of the proceeds of the relevant Charged Assets applied in accordance with the Order of Priority specified in the applicable Final Terms and, in the case of Guaranteed Securities, sums obtained on their behalf by the Trustee, making a claim under the applicable Guarantee, subject to the Conditions and relevant provisions of the applicable Guarantee. If, in respect of any Security, the net proceeds of the enforcement or liquidation of the relevant Charged Assets applied as aforesaid are not sufficient to make all payments due in respect of such Security, no other assets of the Issuer will be available to meet such shortfall, and the claims of the holder of such Security (each, a "**Holder of Securities**") as against the Issuer in respect of any such shortfall shall be extinguished. In all cases, neither the Holder of Securities nor any person on its behalf shall have the right to petition for the winding-up of the Issuer as a consequence of any shortfall. Holders of Securities, by acquiring the Securities, expressly accept, and shall be deemed to be bound by, the provisions of the Securitisation Act 2004 and, in particular, the provisions with respect to compartments, limited recourse, non-petition, subordination and priority of payments.

Securities may be rated or unrated as specified in the applicable Final Terms. A 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.

#### **Arranger for the Programme**

**BNP Paribas Financial Markets S.N.C.**

The date of this Base Prospectus is 20 September 2024.

**Notes, Warrants or Certificates (i) involving an offer to the public outside the European Economic Area (the "EEA") or of a type listed in Article 1.4 and/or Article 3.2 of the Prospectus Regulation and (ii) which are not admitted to trading on a regulated market under article 1.1 of the Prospectus Regulation are referred to herein as "Private Placement Notes", "Private Placement Warrants" or "Private Placement Certificates" (together with Private Placement Notes and Private Placement Warrants, "Private Placement Securities"), as appropriate. Such Private Placement Securities constitute Exempt Securities and the CSSF has neither approved nor reviewed information contained in this Base Prospectus in connection with such Exempt Securities.**

Other than in relation to the documents which are deemed to be incorporated by reference (see "Documents Incorporated by Reference" below), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus unless that information is incorporated by reference into the Base Prospectus and has not been scrutinised or approved by the CSSF.

The Securities and any Guarantee have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction of the U.S., and include Securities in bearer form that are subject to U.S. tax law requirements. Accordingly, the Securities may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) and may not be legally or beneficially owned at any time by any U.S. person (as defined in Regulation S under the Securities Act). By its purchase of a Security, each purchaser will be deemed or required, as the case may be, to have agreed that it may not resell or otherwise transfer any Security held by it except (i) to the Issuer or any affiliate thereof or (ii) outside the United States to or for the account of a non-U.S. person in compliance with Rule 903 or Rule 904 of Regulation S under the Securities Act, in each case in accordance with all applicable U.S. state securities laws.

The Securities may not be sold to, or for the account or benefit of, U.S. persons as defined in the U.S. Risk Retention Rules ("**Risk Retention U.S. Persons**") except to the extent such Risk Retention U.S. Persons have received a waiver from the applicable sponsor and except as permitted under an exemption to the U.S. Risk Retention Rules as described under "Risk Factors" at page 62 and under "Subscription, Sale and Transfer Restrictions" at pages 1383 to 1384. "**U.S. Risk Retention Rules**" means Regulation RR (17 C.F.R Part 246) implementing the risk retention requirements of Section 15G of the U.S. Securities Exchange Act of 1934, as amended.

**THE SECURITIES MAY NOT BE SUITABLE INVESTMENTS FOR ALL INVESTORS. NO INVESTOR SHOULD PURCHASE A SECURITY UNLESS SUCH INVESTOR UNDERSTANDS, AND IS ABLE TO BEAR, THE YIELD, MARKET, LIQUIDITY, STRUCTURE, REDEMPTION AND OTHER RISKS ASSOCIATED WITH SUCH SECURITY. FOR FURTHER DETAILS, SEE "RISK FACTORS" HEREIN.**

**NOTHING IN THIS BASE PROSPECTUS CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO.**

Each of the Issuer (in respect of all of the information contained in this Base Prospectus) and BNP Paribas (in respect of information concerning itself) accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge and belief of the Issuer and BNP Paribas (each having taken all reasonable care to ensure that such is the case), the information contained (or incorporated by reference, including the free English translations of the documents constituting the BNP Paribas Disclosure) in this Base Prospectus for which it accepts responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Base Prospectus in connection with an offer of Securities are the persons named in the applicable Final Terms as the relevant Dealer(s) and the persons named in or identifiable from the applicable Final Terms as the Authorised Offeror (as defined below), as the case may be.

Copies of Final Terms will be available free of charge from the specified office of the Issuing and Paying Agent or Principal Warrant and Certificate Agent, as applicable (each as defined below), at the address given at the end of this Base Prospectus (provided that Final Terms relating to Private Placement Securities which are not publicly offered in Luxembourg will only be available for inspection by the relevant Holder of Securities upon production of evidence satisfactory to the Issuer or Paying Agent or Principal Warrant and



Certificate Agent (as applicable) as to its holding of such Private Placement Securities and identity). This Base Prospectus and any Final Terms will be published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)).

This Base Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall be read and construed on the basis that such documents are incorporated in and form part of this Base Prospectus.

None of the Trustee, the Arranger, the Agents or any Dealer 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 Dealer, any Agent, the Arranger or the Trustee as to the accuracy or completeness of the information contained or incorporated by reference in this Base Prospectus or any other information provided by either the Issuer or any Guarantor. None of the Trustee, the Arranger, the Agents or any Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by either the Issuer or any Guarantor in connection with the Programme or the Securities.

No person is or has been authorised by either of the Issuer or the Guarantor (if applicable) to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Securities and, if given or made, such information or representation must not be relied upon as having been authorised by any of the Issuer, the Guarantor (if applicable) or any Dealer.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or the Securities (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation or a statement of opinion (or a report on either of those things) by any of the Issuer, the Guarantor (if applicable), the Trustee, the Arranger, the Agents or any Dealer that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or the Securities should purchase any Securities. Each investor contemplating purchasing any Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness or value (as appropriate), of the Issuer, any underlying reference asset or entity, and, if applicable, the Guarantor, and the Charged Assets. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the Securities constitutes an offer or invitation by or on behalf of any of the Issuer, the Guarantor (if applicable), the Trustee, the Arranger, the Agents or any Dealer to any person to subscribe for or to purchase any Securities.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Securities shall in any circumstances imply that the information contained herein concerning any of the Issuer or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme or the Securities is correct as of any time subsequent to the date indicated in the document containing the same. No Dealer undertakes to review the financial condition or affairs of any of the Issuer or the Guarantor during the life of the Programme or to advise any investor in the Securities of any information coming to its attention.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Securities may be restricted by law in certain jurisdictions. None of the Issuer, the Guarantor (if applicable), the Trustee and the Dealer(s) represents that this Base Prospectus may be lawfully distributed, or that any Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Issuer, the Guarantor (if applicable), the Trustee or any Dealer which is intended to permit a public offering of any Securities or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Securities may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Security comes must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Securities. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Securities in the European Economic Area, Belgium, France, Italy, Luxembourg, the

Netherlands, Spain, the United Kingdom and the United States (see "*Subscription, Sale and Transfer Restrictions*").

By subscribing to, or otherwise acquiring, the Securities, a holder of Securities expressly acknowledges and agrees that:

- (a) the Issuer (i) is subject to the Securitisation Act 2004 and (ii) in connection with the Securities and any Related Securities has created a specific Compartment, which Compartment shall be identified by the number ascribed to it in the applicable Final Terms and is a Compartment within the meaning of the Securitisation Act 2004 to which all assets, rights, claims and agreements relating to the Securities and any Related Securities will be allocated, subject as provided in the applicable Final Terms;
- (b) the provisions with respect to the Order of Priority included in the applicable Final Terms will apply;
- (c) (without prejudice to the rights of holders of Guaranteed Securities under the Guarantee) all payments to be made by the Issuer in respect of the Securities and the related Swap Agreement (if any) will be made only from and to the extent of the sums received or recovered from time to time by or on behalf of the Issuer or (following enforcement of the security over the Compartment Assets) the Trustee in respect of the Charged Assets and, following a Note, Warrant or Certificate Acceleration (as the case may be) in respect of the Securities or any Related Securities, the entitlement of the holder of Securities will be limited to such holder's *pro rata* share of the proceeds of the relevant Charged Assets (or, in certain cases, a *pro rata* share of the Compartment Assets forming part of the Charged Assets) applied in accordance with the Order of Priority specified in the applicable Final Terms and not to the assets allocated to other compartments created by the Issuer or to any other assets of the Issuer and, in the case of Guaranteed Securities, (and, in addition in the case of Securities issued in global form, sums obtained on behalf of holders of Securities by the Trustee, making a claim under the Guarantee), subject to the terms set out in the applicable Final Terms (if applicable) and the relevant provisions of the Guarantee and each holder of Securities further acknowledges and agrees that the Trustee is not obliged to take any action to enforce the obligations of the Issuer or the Guarantor (if applicable) unless directed to do so and indemnified and/or secured to its satisfaction against any liability it may incur;
- (d) once all moneys received by the Trustee in connection with the enforcement of the Compartment Security over the Charged Assets have been applied in accordance with the Order of Priority set out in the applicable Final Terms and in the Master Trust Terms, it is not entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished;
- (e) it shall have no right to attach or otherwise seize the Charged Assets or any other assets of the Issuer, including, without limitation, any assets allocated to any other compartments of the Issuer; and
- (f) no holder of Securities shall be entitled to petition or take any other step for the liquidation, winding-up or the bankruptcy of the Issuer or any similar proceedings.

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

### *Information relating to the use of this Base Prospectus and offer of Securities generally*

This Base Prospectus has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of Securities in any Member State of the European Economic Area which has implemented the Prospectus Regulation (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Regulation, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Securities. Accordingly, any person making or intending to make an offer in that Relevant Member State of Securities which are the subject of an offering contemplated in this Base Prospectus as completed by the Final Terms in relation to the offer of those Securities may only do so (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3.1 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer, or (ii) if a prospectus for such offer 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 and (in either case) published, all in accordance with the Prospectus Regulation, provided that any such prospectus has

subsequently been completed by the Final Terms which specify that offers may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant Member State, such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of such offer. Except to the extent that subparagraph (ii) above may apply, neither the Issuer nor any Dealer have authorised, nor will they authorise, the making of any offer of Securities in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

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

Without prejudice to the generality of the foregoing paragraph, certain issues of Securities with a denomination (in the case of Notes), notional amount (in the case of Certificates) or issue price (in the case of Warrants), as the case may be, 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 Regulation 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 Securities. However, any person making or intending to make a Non-exempt Offer of Securities in any Relevant Member State may only do so if this Base Prospectus 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) and published in accordance with the Prospectus Regulation, provided that the Issuer has consented to the use of this Base Prospectus in connection with such offer as provided under "*Consent given in accordance with Article 5.1 of the Prospectus Regulation*" (below) and the conditions attached to that consent are complied with by the person making the Non-exempt Offer of such Securities.

Save as provided above, the Issuer has not authorised, nor will it authorise, the making of any Non-exempt Offer of Securities in circumstances in which an obligation arises for the Issuer to publish or supplement a prospectus for such offer.

#### *Consent given in accordance with Article 5.1 of the Prospectus Regulation*

In the context of a Non-exempt Offer of such Securities, the Issuer and BNP Paribas (in respect of information concerning itself) accept responsibility, in the jurisdictions to which the consent to use the Base Prospectus extends, for the content of this Base Prospectus under Article 11 of the Prospectus Regulation in relation to any person (an "**Investor**") who acquires any Securities in a Non-exempt Offer made by any person to whom the Issuer has given consent to the use of this Base Prospectus (an "**Authorised Offeror**") in that connection.

Neither of the Issuer nor BNP Paribas 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 has any responsibility or liability for the actions of that Authorised Offeror.

**SAVE IN RESPECT OF AN AUTHORISED OFFER BY AN AUTHORISED OFFEROR, NEITHER OF THE ISSUER NOR BNP PARIBAS HAS AUTHORISED THE MAKING OF ANY NON-EXEMPT OFFER BY ANY OFFEROR AND NEITHER THE ISSUER NOR BNP PARIBAS HAVE CONSENTED TO THE USE OF THIS BASE PROSPECTUS BY ANY OTHER PERSON IN CONNECTION WITH ANY NON-EXEMPT OFFER OF SECURITIES. ANY NON-EXEMPT OFFER MADE WITHOUT THE CONSENT OF THE ISSUER IS UNAUTHORISED AND NEITHER THE ISSUER NOR BNP PARIBAS ACCEPTS ANY RESPONSIBILITY OR LIABILITY FOR THE ACTIONS OF THE PERSONS MAKING ANY SUCH UNAUTHORISED OFFER.**

If, in the context of a Non-exempt Offer, an Investor is offered 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 Article 11 of the Prospectus Regulation in the context of the 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 Securities and subject to the conditions set out below, the Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with any Non-exempt Offer of such Securities by the relevant Dealer or any financial intermediary specified in the applicable Final Terms as an Authorised Offeror during the relevant Offer Period and in the relevant

Public Offer Jurisdiction(s) (being Belgium, France, Italy, Luxembourg, and/or Spain as is specified in the applicable Final Terms) and by any financial intermediary appointed after the date of the applicable Final Terms and whose name is published on the following website (<https://securasset.lu/>) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer.

**AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING 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 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. THE OFFEROR WILL PROVIDE SUCH INFORMATION TO THE INVESTOR AT THE TIME OF SUCH OFFER AND THE OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NONE OF THE ISSUER, GUARANTOR OR ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.**

#### **INFORMATION RELATED TO SECURITIES SOLD IN BELGIUM**

In respect of Securities offered to individuals in Belgium, the Issuer may be required to comply with the provisions of the Belgian Code of Economic Law, especially the provisions on unfair terms in the application of the terms and conditions as set out in the Base Prospectus and the applicable Final Terms relating to such Securities in Belgium, insofar as these provisions would be applicable.

**IMPORTANT – EEA and UK RETAIL INVESTORS** – If the Final Terms in respect of any Securities specifies the "Prohibition of Sales to EEA Retail Investors" and/or "Prohibition of Sales to UK Retail Investors" as applicable, the Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor (i) in the EEA and/or, as applicable (ii) in the United Kingdom (the "**UK**"). If the Final Terms in respect of any Securities specifies the "Prohibition of Sales to EEA Retail Investors" and/or "Prohibition of Sales to UK Retail Investors" as not applicable, the Securities may be offered, sold or otherwise made available to any retail investor in the EEA and/or in the UK, provided that, where a key information document is required pursuant to the PRIIPs Regulation or the UK PRIIPs Regulation (each as defined below), as the case may be, the Securities may only be offered, sold or otherwise made available to retail investors in (i) the EEA in the jurisdiction(s) for which a key information document will be made available and/or, as applicable (ii) in the UK if a key information document will be made available in the UK. For these purposes, a retail investor means a person who is one (or more) of:

(a) in the case of retail investors in the EEA:

- (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**");
- (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
- (iii) not a qualified investor as defined in the Prospectus Regulation.

(b) in the case of retail investors in the UK:

- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**");
- (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
- (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Consequently, no key information document required by:

- (a) Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling those Securities or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation; and
- (b) Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared, and therefore, offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Amounts payable under the Securities may be calculated by reference to one or more "benchmarks" for the purposes of Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June 2016, as amended (the "**EU Benchmarks Regulation**"). In this case, a statement will be included in the applicable Final Terms as to whether or not the relevant administrator of the "benchmark" is included in ESMA's register of administrators under Article 36 of the EU Benchmarks Regulation. Certain "benchmarks" may either (i) not fall within the scope of the EU Benchmarks Regulation by virtue of Article 2 or (ii) transitional provisions in Article 51 of the EU Benchmarks Regulation may apply to certain other "benchmarks" which would otherwise be in scope such that at the date of the relevant Final Terms, the administrator of the "benchmark" is not required to be included in the register of administrators.

**MiFID II product governance / target market** – The Final Terms in respect of any Securities will include a legend entitled "MiFID II product governance/target market assessment" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

**UK MiFIR product governance / target market** – The Final Terms in respect of any Securities may include a legend entitled "UK MiFIR product governance/target market assessment" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate. Any person subsequently offering, selling or recommending the Securities (a "distributor") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

## INTERPRETATION

All references in this document to U.S. dollars, U.S.\$ or USD refer to the currency of the United States of America, those to sterling and £ refer to the currency of the United Kingdom, those to Australian dollars refer to the currency of Australia and those to euro, Euro, EUR and € refer 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 and references to "Renminbi", "RMB" and "CNY" are to the lawful currency of the People's Republic of China (excluding the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), the Macau Special Administrative Region of the People's Republic of China ("**Macau**") and Taiwan).

## FORWARD-LOOKING STATEMENTS

The documents incorporated by reference (such sections being the "**BNP Paribas Disclosure**"), contain forward-looking statements. BNP Paribas and the BNP Paribas Group (being BNP Paribas together with its consolidated subsidiaries, the "**BNP Paribas Group**") may also make forward-looking 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 BNP Paribas' and/or the BNP Paribas 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 BNP Paribas and the BNP Paribas 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.

BNP Paribas' consolidated financial statements for the years ended 31 December 2022 and 31 December 2023 have each been prepared in accordance with international financial reporting standards ("**IFRS**"), as adopted by the European Union. The BNP Paribas Group's fiscal year ends on 31 December and references in the BNPP 2022 Universal Registration Document (in English) (as defined in "*Documents Incorporated By Reference*" below), the BNPP 2023 Universal Registration Document (in English) (as defined in "*Documents Incorporated By Reference*" below) and any other update to the BNPP 2023 Universal Registration Document (in English) (in each case, incorporated by reference herein) to any specific fiscal year are to the twelve month period ended 31 December of such year.

The financial statements for the years ended 31 December 2022 and 31 December 2023 of SecurAsset S.A. were prepared in accordance with Luxembourg generally accepted accounting principles.

Due to rounding, the numbers presented throughout the BNP Paribas Disclosure may not add up precisely, and percentages may not reflect precisely absolute figures.

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**GENERAL DESCRIPTION OF THE PROGRAMME**

*The following general description (the "**General Description**") does not purport to be complete and is taken from, and is qualified in its entirety by the remainder of this Base Prospectus and, in relation to the Terms and Conditions of any particular Series (and/or Tranche, as the case may be) of Securities, the applicable Final Terms. The Issuer and any relevant Dealer may agree that Securities shall be issued in a form eligible for resale pursuant to the United States Securities Act of 1933, in which event, in the case of listed Securities only and if appropriate, a Supplement to the Base Prospectus will be published.*

The General Description constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980 of 14 March 2019, as amended (the "**Delegated Regulation**").

Words and expressions defined in the sections headed "*Terms and Conditions of the Notes*", "*Terms and Conditions of the Warrants*", "*Terms and Conditions of the Certificates*" shall have the same meanings in this General Description.

**Issuer:**

SecurAsset S.A., a public limited liability company (*société anonyme*) whose activities are subject to the Securitisation Act 2004, was incorporated on 23 January 2009 and is authorised and supervised by the CSSF.

Issuer Legal Entity Identifier (LEI): 54930048RHLTJXAMT751.

The Issuer's registered office is located at 20, rue de la Poste, Luxembourg L-2346.

The purpose and object of the Issuer pursuant to its articles of incorporation is to enter into, perform and serve as a vehicle for, any transactions permitted under the Securitisation Act 2004.

The Issuer has no subsidiaries.

All the shares in the Issuer are held by Stichting AssetSecur, a foundation duly incorporated under the laws of the Netherlands, having its registered office at Naritaweg 165 Telestone 8, 1043BW Amsterdam, The Netherlands and registered with the trade register of the Chamber of Commerce in Amsterdam under number 34322925.

**Guarantor (if applicable):**

Securities may be guaranteed by BNPP if specified in the applicable Final Terms. Please see the section of this Base Prospectus entitled "*Form of Guarantee*" for further details on the form of the Guarantee (if applicable).

**Risk Factors:**

There are certain factors that may affect the Issuer's ability to fulfil its obligations under Securities issued under this Base Prospectus. There are also certain factors that may affect the Guarantor's ability to fulfil its obligations under the relevant Guarantee (where applicable). In addition, there are certain factors which are material for the purpose of assessing the market risks and legal risks associated with Securities issued under the Programme, risks relating to the structure of a particular Series of Securities and risks relating to the Underlying Reference or the disruption and adjustment provisions of a particular Series of Securities issued under the Programme. All of these are set out under "Risk Factors". Additional considerations associated with an investment

## GENERAL DESCRIPTION OF THE PROGRAMME

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in the Securities are also set out under "Investment Considerations".

<b>Description:</b>	Secured Note, Warrant and Certificate Programme.  Shares will not be issued under this Base Prospectus.
<b>Arranger:</b>	BNP Paribas Financial Markets S.N.C.
<b>Dealers:</b>	BNP Paribas Financial Markets S.N.C., BNP Paribas and any other Dealers appointed in accordance with the Dealer Agreement.
<b>Certain Restrictions:</b>	Each issue of Securities denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see " <i>Subscription, Sale and Transfer Restrictions</i> ").
<b>Trustee:</b>	BNP Paribas Trust Corporation UK Limited and any successor appointed pursuant to the relevant issue deed which incorporates master trust terms agreed between the Issuer and the Trustee (the " <b>Master Trust Terms</b> ").
<b>Issuing and Paying Agent, Principal Warrant and Certificate Agent, Registrar and Transfer Agent:</b>	BNP Paribas, Succursale de Luxembourg.
<b>Calculation Agent:</b>	BNP Paribas Financial Markets S.N.C. or BNP Paribas or any other entity, as specified in the applicable Final Terms.
<b>Paying Agents:</b>	BNP Paribas, Succursale de Luxembourg and/or any such additional or successor paying agent appointed in accordance with the applicable Conditions.
<b>Warrant and Certificate Agents:</b>	BNP Paribas, Succursale de Luxembourg and/or any such additional or successor agent appointed in accordance with the Agency Agreement.
<b>Custodian:</b>	BNP Paribas, Succursale de Luxembourg (where specified in the applicable Final Terms).
<b>Account Bank:</b>	BNP Paribas, Succursale de Luxembourg (where specified in the applicable Final Terms).
<b>Cash Manager:</b>	BNP Paribas, Succursale de Luxembourg (where specified in the applicable Final Terms).
<b>Distribution:</b>	Securities may be distributed by way of private or public placement.
<b>Currencies:</b>	Securities may be denominated in euro, sterling, U.S. dollars and, subject to compliance with any applicable laws and regulations, any other currency as may be agreed between the Issuer and the relevant Dealer(s) as indicated in the applicable Final Terms.
<b>Redenomination:</b>	The applicable Final Terms may provide that certain Securities may be redenominated in euro.

<b>Maturities Certificates):</b>	(Notes	<b>and</b>	Any maturity as indicated in the applicable Final Terms subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.
<b>Issue Price Certificates):</b>	(Notes	<b>and</b>	Notes or Certificates, as applicable, may be issued at an issue price (expressed either (i) as a percentage of the aggregate nominal amount, in the case of Notes, or of the aggregate notional amount outstanding, in the case of Certificates, or (ii) as an amount per Note of the relevant Specified Denomination) which is at par or at a discount to, or premium over, par (as specified in the applicable Final Terms).
<b>Yield:</b>			The yield of the Securities is calculated as being the internal rate of return of the Securities, based on the Issue Price and all Interest Amounts and/or Premium Amounts payable in respect of the Securities.
<b>Form of Securities:</b>			<p><i>Notes</i></p> <p>Each Series (and/or Tranche, as the case may be) of Notes specified in the applicable Final Terms will be either Bearer Notes (with or without interest coupons attached) or Registered Notes (without interest coupons attached) issued outside the United States in accordance with Regulation S.</p> <p>Bearer Notes will on issue be represented by either a temporary global Note or a permanent global Note as specified in the applicable Final Terms. Temporary global Notes will be exchangeable either for (a) interests in a permanent global Note or (b) for Definitive Bearer Notes, as indicated in the applicable Final Terms. Permanent global Notes will be exchangeable for Definitive Bearer Notes in limited circumstances, including upon the occurrence of an Exchange Event, as described in "<i>Form of the Notes</i>". U.S. Treasury Regulation Section 1.163-5(c)(2)(i)(D) or any successor rules substantially identical thereto (the "<b>TEFRA D Rules</b>") will apply to the Bearer Notes unless the Bearer Notes do not have a maturity of more than 365 days.</p> <p>Registered Notes will on issue be represented by a Global Registered Note which will be exchangeable for Definitive Registered Notes, registered in the name of the owner of the principal and interest payable thereon, in certain circumstances set out in such Global Registered Note.</p> <p>Registered Notes will not be exchangeable for Bearer Notes and vice versa.</p> <p><i>Warrants</i></p> <p>Each Series (and/or Tranche, as the case may be) of Warrants specified in the applicable Final Terms will be constituted by a global warrant, in accordance with Regulation S.</p> <p>Clearing System Warrants will on issue be represented by a Clearing System Global Warrant as specified in the applicable Final Terms. Registered Warrants will on issue be represented by a Registered Global Warrant.</p>

Registered Global Warrants will not be exchangeable for Clearing System Global Warrants and vice versa.

### *Certificates*

Each Series (and/or Tranche, as the case may be) of Certificates specified in the applicable Final Terms will be constituted by a global certificate, in accordance with Regulation S.

Clearing System Certificates will on issue be represented by a Clearing System Global Certificate as specified in the applicable Final Terms. Registered Certificates will on issue be represented by a Registered Global Certificate.

Registered Global Certificates will not be exchangeable for Clearing System Global Certificates and vice versa.

### **Types of underlying:**

Securities issued under this Base Prospectus may be linked to one or more indices, one or more shares, ADRs and/or GDRs, one or more inflation indices, one or more commodities and/or commodity indices, one or more foreign exchange rates, one or more debt securities, units, interests or shares in a single fund or a basket of funds, the credit of a specified entity or entities, interests in one or more exchange traded instruments, one or more underlying interest or constant maturity swap rates or a combination of one or more of these underlyings.

### **Index Linked Notes, Index Linked Warrants and Index Linked Certificates (together, "Index Linked Securities"):**

Payments in respect of Index Linked Securities will be calculated by reference to one or more indices as specified in the applicable Final Terms. Index Linked Securities may be linked to, among other things, an equity index, a property index and/or a hybrid or multi-asset index (including one or more custom indices established, calculated and/or sponsored by BNP Paribas and/or its affiliates)(which such indices are more particularly described in the section of this Base Prospectus entitled "*Description of BNPP Indices*"). For the avoidance of doubt, no Securities will be issued under this Base Prospectus which are linked to the performance of an Index composed by the Issuer (or a member of its group).

Index Linked Securities may be subject to adjustment or cancellation (in the case of Index Linked Warrants) or early redemption (in the case of Index Linked Notes and Index Linked Certificates) if an Index is modified or cancelled and there is no successor index acceptable to the Calculation Agent, if the Index's sponsor fails to calculate and announce the Index, or certain events (such as illegality, disruptions or cost increases) occur with respect to the Swap Counterparty's or any of its affiliates' hedging arrangements.

If certain disruption events occur with respect to valuation of an Index, such valuation will be postponed and certain adjustments may be made by the Calculation Agent. Payments may also be postponed.

### **Share Linked Notes, Share Linked Warrants and Share Linked Certificates (together, "Share Linked Securities"):**

Payments in respect of Share Linked Securities will be calculated by reference to one or more shares, ADRs and/or GDRs (together referred to herein as "**Shares**" and each a "**Share**") as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. Share Linked Securities may also provide, in the case of Share Linked Notes or Share Linked Certificates, for

redemption by physical delivery of the Entitlement as more fully set out in "*Terms and Conditions of the Notes*" or "*Terms and Conditions of the Certificates*", as applicable, or, in the case of Share Linked Warrants, physical settlement, as more fully set out in "*Terms and Conditions of the Warrants*".

Share Linked Securities may be subject to early redemption (in the case of Share Linked Notes and Share Linked Certificates) or cancellation (in the case of Share Linked Warrants) or adjustment (including as to valuation and in certain circumstances Share substitutions) if certain corporate events (such as events affecting the value of a Share or, in the case of GDRs and ADRs, Underlying Share (including Share or Underlying Share divisions or consolidations, extraordinary dividends and capital calls); delisting of a Share or Underlying Share; insolvency, merger or nationalisation of a Share or Underlying Share issuer; or a tender offer or redenomination of a Share or Underlying Share) occur, if certain events (such as illegality, disruptions or cost increases) occur with respect to the Swap Counterparty's (if any) or any of its affiliates' hedging arrangements, or if insolvency filings are made with respect to a Share or Underlying Share issuer.

For the avoidance of doubt, Securities convertible into shares in the Issuer (or an entity belonging to the same group as the Issuer) will not be issued under this Base Prospectus and any Securities which are not Exempt Securities may only be convertible into shares issued by a third party issuer which are admitted to trading on a regulated market.

**Inflation Linked Notes, Inflation Linked Warrants and Inflation Linked Certificates (together, "Inflation Linked Securities"):**

Payments in respect of Inflation Linked Securities will be calculated by reference to one or more Inflation Indices as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms.

**Commodity Linked Notes, Commodity Linked Warrants and Commodity Linked Certificates (together, "Commodity Linked Securities"):**

Payments in respect of Commodity Linked Securities will be calculated by reference to one or more commodities (including an EU Allowance) and/or commodity indices as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms.

Commodity Linked Securities may be subject to adjustment (including as to valuations) if certain events occur with respect to a Commodity, Commodity Index or Index Component (such as a trading disruption the disappearance of, or disruption in publication of, a reference price; and in certain circumstances a change in the formula for calculating a reference price; or a change in the content of a Commodity) or an index component disruption event or Index Adjustment Event in respect of a Commodity Index.

Commodity Linked Securities may be subject to cancellation or early redemption or adjustment if a Commodity Index is modified or cancelled and there is no successor index acceptable to the Calculation Agent, if the Index Sponsor fails to calculate and announce the Commodity Index, or certain events (such as illegality or disruptions) occur with respect to the Swap Counterparty's (if any), or any of its respective affiliates', hedging arrangements.

**Currency Linked Notes, Currency Linked Warrants and Currency Linked Certificates (together, "Currency Linked Securities"):**

Payments in respect of Currency Linked Securities will be calculated by reference to one or more foreign exchange rates as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms.

**Debt Linked Notes, Debt Linked Warrants and Debt Linked Certificates (together, "Debt Linked Securities"):**

Payments in respect of Debt Linked Securities will be calculated by reference to one or more debt securities as specified in the applicable Final Terms. Debt Linked Notes and Debt Linked Certificates may also provide for settlement by physical delivery of the Entitlement.

**Fund Linked Notes, Fund Linked Warrants and Fund Linked Certificates (together, "Fund Linked Securities"):**

Payments in respect of Fund Linked Securities will be calculated by reference to units, interests or shares in a single fund or basket of funds on such terms as may be agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. If the Fund is a Euro Fund, the interest (if any) payable on and/or the amount payable on redemption of the Securities is determined by reference to the gross rate of return in respect of a Euro Fund. Fund Linked Notes and Fund Linked Certificates may also provide for redemption by physical delivery of the Entitlement.

Fund Linked Securities may be subject to adjustment (including as to valuation and fund substitutions), early redemption or cancellation, as applicable, or if certain corporate events (such as insolvency (or an analogous event) occurring with respect to a fund; litigation against, or regulatory events occurring with respect to a fund; suspensions of fund subscriptions or redemptions; certain changes in net asset value of a fund; or modifications to the investment objectives or changes in the nature or administration of a fund) occur, if certain valuation or settlement disruption events occur with respect to a fund, or if certain events (such as illegality, disruptions or cost increases) occur with respect to the relevant Swap Counterparty's (if any) or any of its affiliates' hedging arrangements.

**Credit Linked Notes and Credit Linked Certificates (together, "Credit Linked Securities"):**

Notes and Certificates with respect to which payment is linked to the credit of a specified entity or entities will be issued on such terms as may be agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms.

If Conditions to Settlement are satisfied during the Notice Delivery Period, each Credit Linked Security will be redeemed by the payment of the Credit Event Cash Settlement Amount if Cash Settlement is specified in the applicable Final Terms, or by Delivery of the Deliverable Obligations comprising the Entitlement, if Physical Delivery is specified in the applicable Final Terms, or by the payment of the Auction Settlement Amount if Auction Settlement is specified in the applicable Final Terms (unless a Fallback Settlement Event occurs, in which case the Credit Linked Securities will be redeemed in accordance with the Fallback Settlement Method specified in the applicable Final Terms) as more fully set out in Annex 10 (*Additional Terms and Conditions for Credit Linked Securities*). Where the Credit Linked Securities are equity securities or debt securities and specified as "Reference Securities" in the applicable Final Terms, such securities shall be admitted to trading on a regulated or equivalent market.



<b>ETI Linked Notes, ETI Linked Warrants and ETI Linked Certificates (together, "ETI Linked Securities"):</b>	Payments in respect of ETI Linked Securities will be calculated by reference to interests in one or more exchange traded instruments as specified in the applicable Final Terms. ETI Linked Securities may also provide for settlement by physical delivery of the Entitlement.
<b>Underlying Interest Rate Linked Notes, Underlying Interest Rate Linked Warrants and Underlying Interest Rate Linked Certificates (together "Underlying Interest Rate Linked Securities"):</b>	Payments in respect of Underlying Interest Rate Linked Securities will be calculated by reference to interests in one or more underlying interest or constant maturity swap ("CMS") rates as specified in the applicable Final Terms.
<b>Hybrid Notes, Hybrid Warrants and Hybrid Certificates (together, "Hybrid Securities"):</b>	Payments in respect of Hybrid Securities will be calculated by reference to any combination of Underlying References as agreed between the Issuer and the relevant Dealer(s) as set out in the applicable Final Terms.
<b>Physical Delivery Notes, Physical Delivery Warrants and Physical Delivery Certificates (together, "Physical Delivery Securities"):</b>	Payments in respect of Physical Delivery Securities and any physical delivery of the Entitlement in respect of Physical Delivery Securities will be made in accordance with the terms and conditions of the relevant Securities, subject always to applicable securities laws. For the avoidance of doubt, Physical Delivery Securities where the Entitlement will include shares in the Issuer (or an entity belonging to the same group as the Issuer) will not be issued under this Base Prospectus.
<b>Zero Coupon Notes:</b>	Zero Coupon Notes will not bear interest (other than in the case of late payment).
<b>Redemption and Cancellation:</b>	<p><i>Notes</i></p> <p>The applicable Final Terms will indicate either that the Notes cannot, in the case of Notes be redeemed prior to their stated redemption date (other than in specified instalments, if applicable, or for taxation reasons, if applicable, or following an Event of Default or Early Redemption Event) or that such Notes (if Physical Delivery Notes), may, be settled on redemption or otherwise by receipt by the holder of a cash amount and/or by physical delivery of the relevant Entitlement.</p> <p>The Final Terms may also provide that such Notes will be redeemable by the Issuer and/or the relevant Noteholders upon giving not less than 30 nor more than 45 days' irrevocable notice (or such other notice period (if any) as is indicated in the applicable Final Terms) to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as may be agreed between the Issuer and Dealer(s) as indicated in the applicable Final Terms, or that such Notes may be redeemed early following the optional termination of the relevant Swap Agreement by the Swap Counterparty.</p> <p>The Notes may also be redeemed prior to their stated maturity in circumstances described in the Terms and Conditions.</p> <p>Where specified in the applicable Final Terms, the Notes may be redeemable in two or more instalments of such amounts and on such dates as indicated in the applicable Final Terms.</p>

*Certificates*

The applicable Final Terms will indicate either that the Certificates cannot be redeemed prior to their stated redemption date (other than in specified instalments, if applicable, or for taxation reasons, if applicable, or following an Event of Default or Early Redemption Event) or that such Certificates (if Physical Delivery Certificates), may, be settled on redemption or otherwise by receipt by the holder of a cash amount and/or by physical delivery of the relevant Entitlement.

The Final Terms may also provide that such Certificates will be redeemable by the Issuer and/or the relevant Certificateholders upon giving not less than 30 nor more than 45 days' irrevocable notice (or such other notice period (if any) as is indicated in the applicable Final Terms) to the Certificateholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as may be agreed between the Issuer and Dealer(s) as indicated in the applicable Final Terms, or that such Securities may be redeemed early following the optional termination of the relevant Swap Agreement by the Swap Counterparty.

The Certificates may also be redeemed prior to their stated redemption date in circumstances described in the Terms and Conditions.

*Warrants*

The applicable Final Terms will indicate either that the Warrants cannot be cancelled prior to their Expiration Date (other than for taxation reasons, if applicable, or following an Event of Default or Early Termination Event) or that such Warrants (if Physical Delivery Warrants) may be settled on the Settlement Date or otherwise by receipt by the holder of a cash amount and/or by physical delivery (except, in the case of any Guaranteed Warrants as set out in the applicable Guarantee) of the relevant Entitlement or that such Securities will be exercised at the option of the Issuer upon giving not less than 30 nor more than 45 days' irrevocable notice (or such other notice period (if any) as is indicated in the applicable Final Terms) to the Warrantholders on a date or dates specified prior to such stated exercise date and at a price or prices and on such terms as may be agreed between the Issuer and Dealer(s) as indicated in the applicable Final Terms, or that such Warrants may be cancelled early following the optional termination of the relevant Swap Agreement by the Swap Counterparty. The Warrants may also be cancelled prior to their stated Expiration Date, as applicable, in circumstances described in the Terms and Conditions.

*General*

The Securities may also be redeemed or cancelled early following the occurrence of certain disruption, adjustment, extraordinary or other events. If Payout Switch Election or Automatic Payout Switch is specified in the applicable Final Terms, the amount payable or deliverable on redemption or cancellation may be switched from one amount payable or deliverable to another.

If Autoroll is specified in the applicable Final Terms and an Autoroll Event occurs, where:

- (a) Autoroll Standard is specified in the applicable Final Terms, (i) the Final Payout and its related provisions, (ii) the Knock-in Event or Knock-out Event, as applicable, and its related provisions, (iii) the Automatic Early Redemption Event and its related provisions, (iv) the Strike Date and/or (v) the Maturity Date or the Redemption Date, as applicable, will be amended to the Rolled Final Payout and its related provisions, Rolled Knock-in Event or Rolled Knock-out Event, as applicable, and its related provisions, Rolled Automatic Early Redemption Event and its related provisions, Rolled Strike Date and/or Rolled Maturity Date or Rolled Redemption Date, as the case may be, each as specified in the applicable Final Terms.
- (b) Autoroll Lock is specified in the applicable Final Terms, any level specified in the applicable Final Terms in respect of (i) the Final Payout and its related provisions, (ii) the Knock-in Event or Knock-out Event and its related provisions, (iii) the Automatic Early Redemption Event and its related provisions and/or (iv) the Coupon Payout and its related provisions will be amended to (x) if Autoroll Lock Product is specified in the applicable Final Terms, the product of such originally designated level and the relevant Locked Level or (y) if Autoroll Lock Divide is specified in the applicable Final Terms, such originally designated level divided by the relevant Locked Level, in each case, specified in the applicable Final Terms; or
- (c) Autoroll Shift is specified in the applicable Final Terms, any level specified in the applicable Final Terms in respect of (i) the Final Payout and its related provisions, (ii) the Knock-in Event or Knock-out Event and its related provisions, (iii) the Automatic Early Redemption Event and its related provisions and/or (iv) the Coupon Payout and its related provisions will be amended to the relevant Shifted Level specified in the applicable Final Terms.

**Interest (in the case of Notes or Certificates)/Premium Amounts (in the case of Certificates only):**

The Notes or Certificates may or may not bear or pay interest or, in the case of Certificates may pay a Premium Amount. Interest paying Notes or Interest Amount/Premium Amount paying Certificates will either bear or pay interest or a premium amount (as applicable) determined by reference to a fixed rate, a floating rate and/or a rate calculated by reference to one or more Underlying Reference(s) (each an "Underlying Reference").

Notes or Certificates which do not bear or pay interest or a Premium Amount may be offered and sold at a discount to their nominal amount or notional amount, as the case may be.

The Interest Amount or Premium Amount will be calculated and payable on such date or dates as determined by the Issuer at the time of issue of the relevant Securities specified in the applicable Final Terms and, if applicable, summarised in the relevant issue specific summary annexed to the applicable Final Terms.

The Interest or Premium Amount Rate may be any of the following as specified in the applicable Final Terms:

- Fixed Rate (including SPS Fixed): paying a fixed rate of interest.
- Floating Rate (including SPS Coupons: SPS Variable Amount and Custom Index): paying a floating rate of interest which may be calculated by reference to (in the case of SPS Variable Amount Coupon) a reference rate (such as, but not limited to, EURIBOR, SONIA, SOFR, €STR, SARON or TONA) or an Inflation and Rate Coupon or (in the case of Custom Index Coupon) the coupon rate determined pursuant to the methodology of the relevant Custom Index and which is paid on the dates on which the level of the Custom Index is reduced to reflect the deduction of such coupon.
- Linked Interest (including SPS Coupons: Stellar, Cappuccino, Ratchet, Driver, Nova, Transition, FI Coupons: FX Vanilla and Dropback Coupons: Dropback Accrued and Dropback Non-Accrued): paying an amount linked to the performance of one or more Underlying Reference(s).
- Conditional (including SPS Coupons: Digital, Snowball Digital, Accrual Digital, and FI Coupons: FI Digital, FX Digital, Range Accrual, FX Range Accrual, FX Memory, PRDC, FI Digital Floor, FI Digital Cap): paying an amount either related or unrelated to the performance of the Underlying Reference(s), if certain conditions are met.
- Combination (including SPS Coupons: Sum, Option Max, Option Min and FI Coupon: Combination Floater): combining two or more coupon types.
- FI Target Coupon.
- Duration Adjusted Coupon.

These rates and/or amounts of interest or premium amount payable may be subject to a maximum or a minimum.

If Coupon Switch Election or Automatic Coupon Switch is specified as applicable in the applicable Final Terms, the rate may be switched from one specified rate to another.

If Additional Switch Coupon is specified as applicable in the applicable Final Terms, an Additional Switch Coupon Amount will be payable on the Interest Payment Date or Premium Amount Payment Date (where applicable) following such switch. The terms applicable to each Series of such Notes or Certificates will be determined by the Issuer at the time of issue of the relevant Securities, specified in the applicable Final Terms and (if required) summarised in the relevant issue specific summary annexed to the applicable Final Terms.

**Fixed Rate Notes and Fixed Rate Certificates:**

Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms) and on redemption (if applicable)

and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s) as indicated in the applicable Final Terms.

**Floating Rate Notes and Floating Rate Certificates:**

Floating Rate Notes and Floating Rate Certificates will bear interest at a rate determined (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement in the form of either (a) a confirmation incorporating the 2006 ISDA Definitions or the 2021 ISDA Definitions (in each case, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes or Certificates, as the case may be, of the relevant Series) or (b) the Master Agreement relating to foreign exchange and derivative transactions published by the Fédération Bancaire Française and evidenced by a Confirmation; or (ii) on the basis of a reference rate appearing on an agreed screen page of a commercial quotation service.

Interest on Floating Rate Notes or Floating Rate Certificates may also be payable, and will be calculated in accordance with the relevant provisions of (i) Annex 1 (*Additional Terms and Conditions for Payouts*) or (ii) the Terms and Conditions of the Notes or the Terms and Conditions of the Certificates, as the case may be, as specified prior to issue in the applicable Final Terms.

**Payout Methodology:**

Unless previously redeemed or purchased and cancelled, each Security entitles its holder to receive from the Issuer:

- (a) In respect of the Maturity Date (in the case of Notes), the Settlement Date (in the case of Warrants) or the Redemption Date (in the case of Certificates):
  - (i) in the case of Cash Settled Securities, the Final Redemption Amount or Cash Settlement Amount, being an amount equal to the Final Payout specified in the applicable Final Terms;
  - (ii) in the case of Physical Delivery Securities, the Entitlement, being the quantity of the Relevant Assets specified in the applicable Final Terms equal to the Entitlement specified in the applicable Final Terms;
  - (iii) in the case of Securities which may either be Cash Settled Securities or Physical Delivery Securities, depending on whether certain conditions are met, either (A) a Final Redemption Amount or Cash Settlement Amount being an amount equal to the Final Payout specified in the applicable Final Terms or (B) the Entitlement, being the quantity of the Relevant Assets specified in the applicable Final Terms equal to the Entitlement specified in the applicable Final Terms.

Notwithstanding the above, if the Securities are Credit Linked Securities, redemption shall be at the amount and/or by delivery of the assets specified in the Credit Linked Conditions and the applicable Final Terms.

- (b) 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.
- (c) If an Issuer Call Option or Noteholder Put Option or Certificateholder Put Option is specified as applicable in the applicable Final Terms, the relevant Optional Redemption Amount.
- (d) In the case of interest or premium amount paying Securities, the relevant interest amount or premium amount.

The terms of a Series of Securities are comprised of (i) the Conditions, (ii) the Annex relevant to the relevant Underlying References (if any) and (iii) if selected in the applicable Final Terms, the Rate of Interest or Premium Amount Rate and/or Payout(s) selected from Annex 1 to the Conditions (the "**Payout Annex**") specified in the applicable Final Terms and the related variables specified in the applicable Final Terms (including the relevant valuation provisions) for such Rate of Interest or Premium Amount Rate and/or Payout(s) (as selected from the Payout Annex).

**Investors must review the Conditions, the Annex relevant to the relevant Underlying Reference (where applicable) and the Payout Annex (where applicable), together with the applicable Final Terms to ascertain the terms and conditions applicable to the Securities.**

#### **Final Payouts:**

#### **Structured Products Securities (SPS) Final Payouts**

- (1) Fixed Percentage Securities: fixed term products which have a return equal to a fixed percentage.
- (2) Reverse Convertible Securities (Reverse Convertible, Reverse Convertible Standard): fixed term products which have a return linked to both the performance of the Underlying Reference(s) and a knock-in level. There is no capital protection and these products pay coupons.
- (3) Vanilla Securities (Call, Call Spread, Put, Put Spread, Digital, Knock-in Call, Knock-out Call, Range Accrual, Knock-in Put, Knock-out Put, Call Fees): fixed term products which have a return linked to the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms (including knock-in or knock-out features). There may be total, partial or no capital protection.
- (4) Asian Securities (Asian, Asian Spread, Himalaya, Talisman): fixed term products which have a return linked to the performance of the Underlying Reference(s) determined through an averaging method. The return is calculated by reference to various mechanisms (including a cap, a floor or lock-in features). There may be total, partial or no capital protection.

- (5) Auto-callable Securities (Autocall, Autocall One Touch, Autocall Standard): fixed term products that include an automatic early redemption feature. The return is linked to the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms (including a knock-in feature). There may be total, partial or no capital protection.
- (6) Indexation Securities (Certi plus: Booster, Certi plus: Bonus, Certi plus: Leveraged, Certi plus: Twin Win, Certi plus: Super Sprinter, Certi plus: Generic, Certi plus: Generic Knock-in, Certi plus: Generic Knock-out): fixed term products which have a return linked to the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms (including knock-in or knock-out features). There may be total, partial or no capital protection.
- (7) Ratchet Securities: fixed term products which have a return linked to the performance of the Underlying Reference(s). The return is equal to the sum of returns determined on a given formula (which can be capped or floored). There may be total, partial or no capital protection.
- (8) Sum Securities: fixed term products which have a return linked to the performance of the Underlying Reference(s). The return calculation is the weighted sum of returns determined using different payout formulae. There may be total, partial or no capital protection.
- (9) Capped and Floored Sum Securities: fixed term products which have a return linked to the performance of the Underlying Reference(s). The return calculation is the weighted sum of returns determined using different payout formulae (which can be capped and/or floored). There may be total, partial or no capital protection.
- (10) Option Max Securities: fixed term products which have a return linked to the performance of the Underlying Reference(s). The return is the maximum return calculation of different payout formulae. There may be total, partial or no capital protection.
- (11) Option Min Securities: fixed term products which have a return linked to the performance of the Underlying Reference(s). The return is the minimum return calculation of different payout formulae. There may be total, partial or no capital protection.
- (12) Stellar Securities: fixed term products which have a return linked to the performance of a basket of Underlying References. The return calculation, which is subject to a floor, is made up of the average returns of each Underlying Reference in the basket, each being subject to both a cap and a floor.
- (13) Driver Securities: fixed term products which have a return linked to the performance of a basket of Underlying References. The return calculation, which is subject to a



floor, is determined by reference to the average return of the basket, where the performance of one or more of the best performing Underlying Reference(s) is set at a fixed level.

- (14) Transition Securities: fixed term products which have a return linked to the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms (including knock-in and automatic early redemption feature) combined with trigger events which determine the allocation between the amount that will be reimbursed and the amount linked to the performance of the Underlying Reference(s). There may be partial or no capital protection and these products pay coupons.
- (15) Inflation and Rate Securities: fixed term products which have a return linked to an inflation and a rate component. The return calculation is the sum of the weighted average between the inflation and the rate components, observed at different observation dates. The return may be subject to a floor and/or a cap. There may be total or partial capital protection.
- (16) Cumulative Coupon Securities: fixed term products which have a return linked to the performance of the Underlying Reference(s). The return is linked to the sum of the different Interest Amounts paid during the life of the product. There may be total, partial or no capital protection.

#### **Fixed Income (FI) Final Payouts**

- (1) FI FX Vanilla Securities: fixed term products which have a return linked to the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms (including knock-in or knock-out features). There may be total, partial or no capital protection.
- (2) Digital Securities (Digital Floor, Digital Cap, Digital Plus): fixed term products which have a fixed or variable return depending on the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms (including floor or cap conditions and knock-in and/or knock-out features).
- (3) Inflation securities: fixed term products which have a return linked to the performance of the Underlying Reference(s).

#### **Dropback Final Payout**

Dropback Securities: fixed term products which have a return linked to the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms (including floor and/or cap conditions and/or an automatic early redemption feature) combined with trigger events which determine the allocation between the amount that will be reimbursed and the amount linked to the performance of the Underlying Reference(s).

There may be partial or no capital protection and these products pay coupons.

**Entitlement Amounts:**

The Entitlement Amount may be determined on the basis of the following payouts:

Delivery of Worst-Performing Underlying

Delivery of Best-Performing Underlying

Delivery of the Underlying

Delivery of Basket Underlying

Delivery of Accumulator Underlying

If Delivery of Worst-Performing Underlying, Delivery of Best-Performing Underlying or Delivery of the Underlying is specified in the applicable Final Terms, the Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered and in lieu thereof the Issuer may pay an amount equal to the Rounding and Residual Amount. If Delivery of Basket Underlying is specified in the applicable Final Terms, the Entitlement Amount in respect of each Underlying Reference in the basket will be rounded down on a per Underlying Reference basis to the nearest unit of each Relevant Asset capable of being delivered and in lieu thereof the Issuer will pay an amount equal to the Rounding and Residual Amount in respect of each Underlying Reference in the basket. If Delivery of Accumulator Underlying is specified in the applicable Final Terms, in addition to delivery of the Entitlement Amount in respect of the Underlying Reference, the Issuer will pay an amount equal to the Rounding and Residual Amount.

**Automatic Early Redemption:**

If an Automatic Early Redemption Event, as specified in the applicable Final Terms, occurs, the Securities will be redeemed early at the Automatic Early Redemption Amount on the Automatic Early Redemption Date.

The Automatic Early Redemption Amount will be equal to the Automatic Early Redemption Payout specified in the applicable Final Terms or, if not set out, an amount equal to the product of (i) the Calculation Amount (in the case of a Note) or the Notional Amount (in the case of a Certificate or Warrant) and (ii) the sum of the relevant Automatic Early Redemption Percentage and the relevant AER Rate specified in the applicable Final Terms relating to the Automatic Early Redemption Date.

***Automatic Early Redemption Payout***

SPS Automatic Early Redemption Payout

SPS Target Automatic Early Redemption Payout

SPS Transition Automatic Early Redemption Payout

SPS Accumulator AER Payout

Target Automatic Early Redemption

FI Underlying Automatic Early Redemption

FI Coupon Automatic Early Redemption

Dropback Automatic Early Redemption Payout

**Early Redemption/Early Termination:**

In the event that the Calculation Agent determines that one or more (as applicable) Early Redemption Event or Early Termination Event has occurred prior to the specified date of redemption or cancellation, as the case may be, it shall notify the Issuer and the Issuer shall notify the relevant Holders of Securities that it intends to redeem the Notes or Certificates or cancel the Warrants, as the case may be, and, upon the expiry of such notice, the Issuer shall redeem or cancel all, but not some only, of the Securities at their Early Redemption Amount or Early Termination Amount on the date of redemption or cancellation specified in the relevant notice (the "**Early Redemption Date**" or the "**Early Termination Date**") (provided that redemption in full of the Notes or Certificates or settlement of the Warrants may be postponed until the Extended Maturity Date, Extended Redemption Date or Extended Settlement Date, as the case may be (where Maturity Date Extension, Redemption Date Extension or Settlement Date Extension is applicable)).

The Early Redemption Events are set out in the Terms and Conditions of the Notes (see Condition 7(l) (*Early Redemption Events*)) or the Terms and Conditions of the Certificates (see Condition 8(l) (*Early Redemption Events*)), as the case may be and the Early Termination Events are set out in the Terms and Conditions of the Warrants (see Condition 8(c) (*Early Termination Events*)).

The applicable Final Terms will specify which of the Early Redemption Events or Early Termination Events will apply to the relevant Series of Securities and will also specify which of the different methods for determining the Early Redemption Amount or the Early Termination Amount will apply to the Securities. The Early Redemption Amounts which may be applicable to Notes or Certificates are as set out in the Terms and Conditions of the Notes (see Condition 7(e) (*Early Redemption Amounts*)) or the Terms and Conditions of the Certificates (see Condition 8(e) (*Early Redemption Amounts*)), as the case may be. The Early Termination Amounts which may be applicable to Warrants are as set out in the Terms and Conditions of the Warrants (see Condition 8(c) (*Early Termination Events*)).

**Events of Default**

The Trustee at its discretion may, and if so requested in writing by the holders of at least 25 per cent. in principal amount of the Notes then outstanding of the relevant Series, the holders of at least 25 per cent. in number of the Warrants then unexercised of the relevant Series or the holders of Certificates representing at least 25 per cent. in number of the Certificates then outstanding of the relevant Series, or if so directed by an extraordinary resolution of such holders (being a resolution passed at a meeting duly convened and held by a majority of at least 75 per cent. of the votes cast), shall, (subject in each case to being indemnified and/or secured to its satisfaction) give notice to the Issuer and the Guarantor (where applicable) that such Notes are, and they shall accordingly forthwith become, immediately due and repayable (a "**Note**

**Acceleration**"), such Warrants are, and they shall accordingly forthwith become, entitled to the Liquidation Proceeds (a "**Warrant Acceleration**") or such Certificates are, and they shall accordingly forthwith become, entitled to the Liquidation Proceeds (a "**Certificate Acceleration**") upon the occurrence of any of the following events (each an "**Event of Default**"):

- (i) a default is made for a period of 30 days or more in the payment of any sum due or the delivery of the Entitlement in respect of the relevant Securities; or
- (ii) the Issuer fails to perform or observe any of its other obligations under the relevant Securities or the Trust Deed (subject to a 45 day grace period where such failure is (in the opinion of the Trustee) remediable); or
- (iii) in respect of any other Series of securities issued under the same Compartment as the Securities (such other Series of securities, the "**Related Securities**"), a Note Acceleration (where the Securities are Notes), a Warrant Acceleration (where the Securities are Warrants) or a Certificate Acceleration (where the Securities are Certificates), as applicable, occurs;
- (iv) any order is made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer (including, without limitation, the opening of any bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*insolvabilité, liquidation volontaire ou judiciaire*), judicial reorganisation (*réorganisation judiciaire*), administrative dissolution without liquidation (*dissolution administrative sans liquidation*), reprieve from payment (*sursis de paiement*), fraudulent conveyance (*actio pauliana*), general settlement with creditors or reorganisation proceedings or similar proceedings affecting the rights of creditors generally) or the appointment of a receiver of the Issuer (including, without limitation, the appointment of any receiver (*curateur*), liquidator (*liquidateur*), auditor (*commissaire*), verifier (*expert-verificateur*), deputy judge (*juge délégué*) or reporting judge (*juge commissaire*)) save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an extraordinary resolution of the relevant Holders of Securities; or
- (v) where a Guarantee is applicable to the Securities, the Guarantee ceases to be in full force and effect in respect of the relevant Securities, or notice is given by the Guarantor which would cause the Guarantee to cease to be in full force and effect in respect of the relevant Securities, or is rendered void for any cause or by any means whatsoever or any legislation is introduced the result of which would be to remove the benefit of the Guarantee from the relevant Securities or terminate or amend the same in a manner (in the opinion of the Trustee) materially adverse to the interests of the relevant Holders of Securities, or the

Guarantor is unable to perform its obligations thereunder for any reason.

If an Event of Default occurs by virtue of the operation of Condition 11(a)(iii), a Note Acceleration for the purposes of the Notes shall be deemed to have occurred at the same time as the "Note Acceleration" (as such expression is defined in the terms and conditions of the relevant Related Securities) occurred for the purposes of the relevant Related Securities. If an Event of Default occurs by virtue of the operation of Condition 11(a)(iii), a Warrant Acceleration for the purposes of the Warrants shall be deemed to have occurred at the same time as the Warrant Acceleration occurred for the purposes of the relevant Related Securities. If an Event of Default occurs by virtue of the operation of Condition 12(a)(iii), a Certificate Acceleration for the purposes of the Certificates shall be deemed to have occurred at the same time as the Certificate Acceleration occurred for the purposes of the relevant Related Securities.

**Cross Acceleration:**

If, in respect of any Series of Securities which are Notes, one or more Series of Related Securities is or are outstanding at any time, and a Note Acceleration occurs pursuant to the terms and conditions of any such Related Securities which are Notes such occurrence will constitute an Event of Default in respect of the Notes, all as more fully described in Condition 11 (*Events of Default*). If, in respect of any Series of Securities which are Warrants, one or more Series of Related Securities is or are outstanding at any time, and a Warrant Acceleration occurs pursuant to the terms and conditions of any such Related Securities which are Warrants such occurrence will constitute an Event of Default in respect of the Warrants, all as more fully described in Condition 11 (*Events of Default*). If, in respect of any Series of Securities which are Certificates, one or more Series of Related Securities is or are outstanding at any time, and a Certificate Acceleration occurs pursuant to the terms and conditions of any such Related Securities which are Certificates such occurrence will constitute an Event of Default in respect of the Certificates, all as more fully described in Condition 12 (*Events of Default*).

**Compartment Assets:**

Each Compartment will comprise a pool of Charged Assets (as defined below) of the Issuer separate from the pools of Charged Assets relating to other Compartments. Each Series and any Related Securities may (if so stated in the applicable Final Terms) be secured by a charge on, or assignment in respect of rights under, certain bonds, notes, warrants, receivables or equity securities of any form, denomination, type or issuer, guarantees, units in funds, loans or any other financial obligations assigned to or assumed by the Issuer or any other specified assets owned by the Issuer (the "**Compartment Assets**"), including, without limitation, any one or a combination of the following:

- common shares or stock;
- preference shares or stock;
- convertible common shares or stock;
- convertible preference shares or stock;

- American depositary receipts ("**ADRs**")
- global depositary receipts ("**GDRs**")
- warrants;
- any other type of asset which represents a share of an equity interest in an entity;
- bonds, notes, commercial paper, deposits or certificates issued by a corporate, bank or other financial institution, government, governmental agency, municipal entity or supranational entity whose interest and/or principal payments may be linked to the performance of any underlying factor;
- bonds, notes, commercial paper, deposits or certificates issued by a corporate, bank or other financial institution whose interest and/or principal payments may be linked to the creditworthiness of a single reference entity or a basket of reference entities;
- bonds or notes linked to the issuer's participation in a portion of one or more outstanding commercial loans;
- participation or rights in respect of one or more commercial loans;
- bonds (i) convertible, at the option of the holder or otherwise, into shares in the issuing company or (ii) exchangeable, at the option of the holder or otherwise, into shares in another specified company;
- bonds issued by a bank or institution that provides recourse to the issuing entity's assets as well as to a pool of mortgages or public sector assets protected from the insolvency of the issuing institution;
- covered bond collateral issued by a German mortgage bank or public sector bank;
- bonds, notes, commercial paper, deposits or certificates issued by a corporate, bank or other financial institution, government, governmental agency, municipal entity or supranational entity not bearing interest, having a principal repayment obligation equal to the face amount of such bond, note, commercial paper, deposit or certificate;
- bonds, notes, commercial paper, deposits or certificates issued by a corporate, bank or other financial institution, government, governmental agency, municipal entity or supranational entity bearing a fixed or floating rate of interest, having a principal repayment obligation equal to the face amount of such bond, note, commercial paper, deposit or certificate;
- common shares or stock in a Collective Investment Scheme;

- preference shares or stock in a Collective Investment Scheme;
- units in a Collective Investment Scheme;
- any other type of asset which represents a share, interest or unit in a Collective Investment Scheme; or
- any cash standing to the credit of a managed account,

and funds held from time to time by the Custodian and/or the Issuing and Paying Agent or Principal Warrant and Certificate Agent, as applicable and/or the Registrar (each as defined herein) for payments due under the Securities of such Series and any Related Securities (the "**Cash Assets**") and/or secured by an assignment of the Issuer's rights under an interest rate and/or currency exchange agreement or credit default swap agreement or total return swap agreement or other derivative transaction (the "**Swap Agreement**") (as defined in the Conditions) and/or a deposit agreement (the "**Deposit Agreement**") and/or a repurchase agreement (the "**Repurchase Agreement**") entered into in respect of the relevant Notes, Warrants or Certificates and any Related Securities (each as described in more detail below and in the section of this Base Prospectus entitled "*Description of the Swap Agreement*", "*Description of the Deposit Agreement*" and "*Description of the Repurchase Agreement*" respectively), together with such additional security as may be described in the applicable Final Terms (together with the Compartment Assets, the Cash Assets, the Swap Agreement, the Deposit Agreement and the Repurchase Agreement, the "**Charged Assets**"). The Issuer may issue more than one Series of Securities per Compartment if such Compartment is specified in the applicable Final Terms as a Multi-Series Compartment.

**Charged Assets:**

The Charged Assets relating to a particular Series of Securities and any Related Securities have characteristics that demonstrate capacity to produce funds to service the payments due and payable on such Series of Securities and any Related Securities.

(i) Related Agreements:

In connection with the issue of any Series of Securities and the related Compartment, the board of directors of the Issuer may decide to enter into one or more Related Agreements, which may include, without limitation, any Swap Agreement, Deposit Agreement, Repurchase Agreement, Collateral Exchange Agreement and/or credit support documents with respect to such agreement.

(ii) Swap Agreement:

The Issuer's obligations under the Securities and, where applicable, any Related Securities may be hedged through one or more swap agreements or transactions, with BNP Paribas or BNP Paribas Financial Markets S.N.C., as specified in the applicable Final Terms. On transactions where a Swap Agreement is the only Charged Asset, such Swap Agreement may be modified to replicate the economic effect of a total return swap agreement so that the fair market value of the Swap Counterparty Collateral is always equal to the market value of Securities held by Holders of Securities other than the Swap Counterparty. A description of the principal terms



of any swap agreement that may be entered into by the Issuer is set out in "*Description of the Swap Agreement*" below.

- (iii) Deposit Agreement: If specified in the applicable Final Terms, some or all of the proceeds of the Securities received by the Issuer on the Issue Date may be deposited in a bank account or paid to the relevant counterparty pursuant to a deposit agreement entered into on the Issue Date between the Issuer and such entity as is specified in the applicable Final Terms. A description of the principal terms of any Deposit Agreement that may be entered into by the Issuer is set out in "*Description of the Deposit Agreement*".
- (iv) Repurchase Agreement: If specified in the applicable Final Terms, the Issuer will enter into one or more repurchase agreements (each, a "**Repurchase Agreement**") with BNP Paribas or BNP Paribas Financial Markets S.N.C. as specified in the applicable Final Terms (the "**Repo Counterparty**") pursuant to which the Issuer and the Repo Counterparty will enter into one or more transactions under which the Issuer will purchase bonds, notes, debt securities or other financial instruments which shall form Compartment Assets from the Repo Counterparty. The market value of the assets purchased by the Issuer will be set out in the Final Terms. In certain circumstances, the Repo Counterparty may be obliged to repurchase securities equivalent to those that are the subject of the transaction, as set out in the applicable Final Terms. A description of the principal terms of any Repurchase Agreement that may be entered into by the Issuer is set out in "*Description of the Repurchase Agreement*".
- (v) Collateral Exchange Agreement: If specified in the applicable Final Terms, the Issuer will enter into one or more securities lending agreements (each, a "**Collateral Exchange Agreement**") with such entity as is specified in the applicable Final Terms (the "**Collateral Exchange Counterparty**") pursuant to which the Issuer and the Collateral Exchange Counterparty will enter into one or more transactions under which the Issuer will, at the request of the Collateral Exchange Counterparty, transfer the relevant Reference Securities to the Collateral Exchange Counterparty and may, where so specified in the applicable Final Terms, receive bonds, notes, debt securities or other financial instruments by way of collateral from the Collateral Exchange Counterparty. On the maturity of the Securities and in certain other circumstances, the Collateral Exchange Counterparty will be obliged to transfer securities equivalent to those that are the subject of the transaction to the Issuer. A description of the principal terms of any Collateral Exchange Agreement that may be entered into by the Issuer is set out in "*Description of the Collateral Exchange Agreement*".
- Denomination of Notes:** Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) as indicated in the applicable Final Terms, save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.
- Withholding Tax:** All payments made by the Issuer or the Guarantor (if applicable) shall be made free and clear of any withholding or deduction on account of any tax or duty unless such withholding or deduction is

required by law, including, without limitation, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto, in which case they will be made net of the required withholding or deduction.

**Restrictions:**

So long as any of the Securities remain outstanding, the Issuer will not, without the prior written consent of the Trustee, incur any indebtedness for moneys borrowed or raised other than in respect of Permitted Instruments or Permitted Indebtedness, engage in any activity other than certain activities related to the Securities or any Permitted Instrument or Permitted Indebtedness or consolidate or merge with any other person or pay any dividends or distributions to its members other than in respect of any shares issued by SecurAsset S.A. acting through a compartment where such dividend or other distribution is funded solely from the profits of such compartment in accordance with the articles of association of the Issuer, all as more fully described in Condition 4 (*Restrictions*) of "*Terms and Conditions of the Notes*", Condition 3 (*Restrictions*) of "*Terms and Conditions of the Warrants*" or Condition 3 (*Restrictions*) of "*Terms and Conditions of the Certificates*", as applicable.

**Rating:**

The Securities may be rated or unrated, as specified in the applicable Final Terms.

A 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.

**Listing, approval and admission to trading:**

Application has been made to the CSSF to approve this document as a base prospectus in its capacity as competent authority under the Prospectus Regulation. In addition, application has been made to the Luxembourg Stock Exchange for Securities issued under the Programme to be admitted to trading on the regulated market of the Luxembourg Stock Exchange or the Euro MTF market of the Luxembourg Stock Exchange and to be listed on the Official List of the Luxembourg Stock Exchange.

Securities may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Securities which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms will state whether or not the relevant Securities are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

**Governing Law:**

The Securities and each Guarantee will be governed by English law.

**Selling Restrictions:**

There are restrictions on the offer, sale and transfer of the Securities in the European Economic Area, France, Italy, Luxembourg, the Netherlands, Spain, the Czech Republic, the United Kingdom, Belgium and the United States and such other restrictions as may

be required in connection with the offering and sale of a particular Series (and/or Tranche, as the case may be) of Securities, see the section headed "*Subscription, Sale and Transfer Restrictions*" below.

**United States Selling Restrictions:** Regulation S. TEFRA D. U.S. Risk Retention.

The Securities may not be offered, sold, resold, traded, pledged, redeemed, transferred, delivered or exercised, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. person. Additional selling restrictions may apply as specified in the applicable Final Terms. U.S. Treasury Regulation Section 1.163-5(c)(2)(i)(D) or any successor rules substantially identical thereto (the "**TEFRA D Rules**") will apply to the Bearer Notes unless the Bearer Notes do not have a maturity of more than 365 days.

**The various categories of potential investors to which the securities are offered:**

Offers may be made in Belgium, France, Italy, Luxembourg or Spain to any person (subject to applicable suitability criteria, if any are deemed appropriate pursuant to any applicable conduct of business rules). In other EEA countries, offers will only be made pursuant to an exemption from the obligation under the Prospectus Regulation as implemented in such countries to publish a prospectus. In the United Kingdom, offers will only be made pursuant to an exemption from the obligation under the UK Prospectus Regulation to publish a prospectus.

## RISK FACTORS

*Prospective purchasers of the 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 risks set forth below (which the Issuer, in its reasonable opinion, believes represents or may represent the risks known to it which may affect the Issuer's ability to fulfil its obligations under the Securities) in making an investment decision. Investors may lose the value of their entire investment in certain circumstances.*

*In purchasing Securities, investors assume the risk that the Issuer and the Guarantor may become insolvent or otherwise be unable to make all payments due in respect of the Securities or under the relevant Guarantee. There is a wide range of factors which individually or together could result in the Issuer or the Guarantor becoming unable to make all payments due. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer and the Guarantor may not be aware of all relevant factors and certain factors which they currently deem not to be material may become material as a result of the occurrence of events outside the Issuer's and the Guarantor's control. In addition, factors which are material for the purpose of assessing the market risks associated with Securities issued under the Programme are also described below.*

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

### 1. RISKS RELATING TO THE NATURE OF THE ISSUER

#### (a) *The Issuer is a special purpose vehicle*

The Issuer is a special purpose vehicle incorporated as a public limited liability company (*société anonyme*) under the laws of Luxembourg and is a regulated securitisation undertaking (*société de titrisation*) within the meaning of the Securitisation Act 2004. The Issuer's sole business is to enter into, perform and serve as a vehicle for, any transactions permitted under the Securitisation Act 2004. The Issuer has, and will have, no assets that are available to the Noteholders, the Warrantholders and the Certificateholders (together, the "**Holders of Securities**") other than Compartment Assets (which may include the Reference Securities) or other Charged Assets acquired by the Issuer, in each case in connection with the issue of the Securities or the entry into of other obligations relating to the Programme. The ability of the Issuer to meet its obligations under Securities issued by it may depend on the receipt by it of payments from the Compartment Assets it purchases (if any) with the proceeds of the issue of each Series of Securities or other Charged Assets acquired by it. Such Compartment Assets securing the Securities may not be realisable for their full nominal value and the Holders of Securities are therefore exposed to the risk that the Issuer will not have sufficient funds available to it to make payments owed under the Securities. This may lead to Holders of Securities losing all or part of their initial investment in the relevant Securities.

#### (b) *Limited Recourse Obligations*

The Issuer finances the purchase of the Compartment Assets with the proceeds of the issue of Series of Securities. Each Series of Securities will be issued through a separate Compartment other than Series of Securities issued through a Multi-Series Compartment. Recourse of the Holders of Securities against the Issuer is limited to, and conditional upon, the funds available to the Issuer from time to time in respect of the assets designated as Compartment Assets and other Charged Assets in the Final Terms for the relevant Series of Securities, and, where applicable, any Related Securities and the Issuer shall have no liability to make any payments under the Securities where such funds are not available to it. Therefore, the Holders of Securities are exposed to the risk that the Issuer will not have sufficient funds available to it to make payments owed under the Securities and will not have any further recourse against the Issuer or any other party (other than, in the case of Guaranteed Notes, Guaranteed Warrants, or Guaranteed Certificates, as applicable, the Guarantor, in accordance with the Conditions and the applicable Guarantee) in such circumstances, but will suffer a corresponding loss on their investment.

Where amounts are due to be paid in priority to a Security in accordance with the Order of Priority specified in the applicable Final Terms, the net proceeds of the enforcement or liquidation of the relevant Charged Assets may not be sufficient to pay such amounts or may only be sufficient to make all such payments due in priority to such Security, in which case no amounts will be available to make payments in respect of such Security and the claims of the Holder of such Security as against the Issuer in respect of any such shortfall shall be extinguished. In all cases, neither the Holder of a Security nor any person on its behalf (including the Trustee) shall have the right to petition for the winding-up of the Issuer as a consequence of any shortfall and this restriction could limit Holders of Securities' ability to recover sums due in respect of the Securities and could increase their losses.

(c) *Securitisation Act 2004 and Compartments*

The Issuer is established as a *société de titrisation* within the meaning of the Securitisation Act 2004 which provides that claims against the Issuer by the Secured Parties (which includes the Holders of Securities) will, in principle, be limited to the net assets of the relevant series of Securities allocated to the relevant Compartment. The board of directors of the Issuer (the "**Board**") may establish one or more compartments (together the "**Compartments**" and each a "**Compartment**"), each of which is a separate and distinct part of the Issuer's estate (*patrimoine*) and which may be distinguished by the nature of acquired risks or assets and the Conditions as completed by the applicable Final Terms, the reference currency or other distinguishing characteristics. The Holders of Securities may be exposed to competing claims of other creditors of the Issuer, the claims of which have not arisen in connection with the creation, the operation or the liquidation of a Compartment if foreign courts, which have jurisdiction over the assets of the Issuer allocated to a Compartment, do not recognise the segregation of assets and the compartmentalisation, as provided for in the Securitisation Act 2004. The claims of these other creditors may affect the scope of assets which are available for the satisfaction of claims of the Holders of Securities. If as a result of such claims, a shortfall arises, such shortfall will be borne by the relevant Holders of Securities.

(d) *Issuer acting in respect of the relevant Compartment as the sole party liable under the Securities*

The Securities will be contractual obligations of the Issuer solely in respect of the relevant Compartment of the Issuer. The fulfilment of the Issuer's obligations under the Securities are not guaranteed by any third party save for any Note which is a Guaranteed Note, any Warrant which is a Guaranteed Warrant, or any Certificate which is a Guaranteed Certificate, as applicable. Consequently, Holders of Securities have no right of recourse against any such third parties. In connection with the above it should also be noted that, pursuant to the Securitisation Act 2004, where individual Compartment Assets are insufficient for the purpose of meeting the Issuer's obligations under the relevant issue of Securities, it will not be possible for the Noteholders of that issue to obtain satisfaction of the debt owed to them by the Issuer from assets belonging to another Compartment or, in the case of Warrantholders and Certificateholders, to obtain payment of the amount owed to them by the Issuer from assets belonging to another Compartment. Accordingly, to the extent Compartment Assets are insufficient, the Holders of Securities risk not being able to receive part or all of any amounts payable by the Issuer in respect of their investment or losing the entire value of their initial investment.

(e) *Insolvency of the Issuer*

Although the Issuer will contract on a "limited recourse" and non-petition basis as noted above, it cannot be excluded as a risk that the Issuer's assets (that is, its aggregate Compartment Assets plus any other assets it may possess) will become subject to insolvency proceedings. The Issuer is a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg and managed by its Board. Accordingly, insolvency proceedings with respect to the Issuer would likely proceed under, and be governed by, the insolvency laws of Luxembourg.

In the event of the insolvency of the Issuer, certain preferred creditors of the Issuer (including the Luxembourg tax authorities) may have a priority that ranks senior to the rights of the Secured Parties (including Holders of Securities) in such circumstances. In the event of such insolvency proceedings taking place, Holders of Securities bear the risk of a delay in the settlement of any claims they might have against the Issuer or receiving, in respect of their claims, the residual amount following realisation of the Issuer's assets after preferred creditors have been paid, with the result that they may

lose their initial investment. See the section of this Base Prospectus entitled "*Description of the Issuer*" below for a description of the types of insolvency proceeding which could take place with respect to the Issuer.

(f) *Consequences of insolvency proceedings*

The Issuer will seek, as far as practicable, to contract only with parties who agree not to make application for the commencement of winding-up, liquidation and bankruptcy or similar proceedings against the Issuer. However, if the Issuer fails for any reason to meet its obligations or liabilities (that is, if the Issuer is unable to pay its debts and may obtain no further credit), a creditor, who has not (and cannot be deemed to have) accepted non petition and limited recourse provisions in respect of the Issuer, will be entitled to make an application for the commencement of insolvency proceedings against the Issuer. In that case, such creditor would, however, not have recourse to the assets of any Compartment (in the case that the Issuer has created one or more Compartments) but would have to exercise its rights on the general assets of the Issuer unless its rights would arise in connection with the "creation, operation or liquidation" of a Compartment, in which case, the creditor would have recourse to the assets allocated to that Compartment but he would not have recourse to the assets of any other Compartment. Furthermore, the commencement of such proceedings may in certain conditions, entitle creditors (including the relevant counterparties) to terminate contracts with the Issuer (including Related Agreements) and seek to recover any loss created by such early termination. The occurrence of such insolvency proceedings in respect of the Issuer may therefore lead to Holders of Securities losing all or part of their initial investment.

(g) *Risk of a delay in the realisation of the Charged Assets in the event of the insolvency of the Issuer*

In the event of the insolvency of the Issuer, the realisation of the Compartment Assets and other Charged Assets may be delayed either by the bankruptcy trustee appointed in relation to the Issuer or by measures ordered by a competent court. Such delay could adversely affect the position of the Holders of the Securities in the event of the Compartment Assets falling in value during such delay as this would mean that the proceeds of the realisation could be lower and there would be less cash available to pay to Holders of Securities and, as a consequence, the Holders of Securities could lose all or part of their initial investment.

(h) *Impact of anti-tax avoidance directive on Luxembourg securitisation companies*

The Council Directive (EU) 2016/1164 of 12 July 2016 laying down rules against tax avoidance practices that directly affect the functioning of the internal market dated 12 July 2016 was transposed into Luxembourg domestic law by the law of 21 December 2018 ("**ATAD I**") and entered into force on 1 January 2019. ATAD I has been amended by the Council Directive (EU) 2017/952 of 29 May 2017, which was implemented into Luxembourg domestic law by the law of 20 December 2019 ("**ATAD II**", and together with ATAD I, "**ATAD**").

ATAD introduced new tax measures into Luxembourg law, including among others a limitation as regards so-called "exceeding borrowing costs" and hybrid mismatch rules which may result in corporate income tax being effectively imposed and due on the Issuer to the extent that the Issuer derives income other than interest income or income equivalent to interest from its underlying assets and transactions or, as the case may be, if any of the anti-hybrid rules under ATAD apply, for instance, if the Securities issued by the Issuer qualify for tax purposes as hybrid financial instruments. Where ATAD results in denying the tax deductibility of a portion of the interest accrued on the Securities, this could lead to an early redemption of the Securities and any tax payable by the Issuer as a result of ATAD could reduce the Early Redemption Amount (in the case of Notes or Certificates) or the Early Termination Amount (in the case of Warrants) payable to Holders of the Securities.

On 14 May 2020, the European Commission sent a letter of formal notice to Luxembourg asking them to amend its implementation of ATAD into local laws as regards the treatment of securitisation vehicles, to the extent such complies with the Securitisation Regulation.

On 9 March 2022, the Luxembourg government introduced a draft law amending article 168bis of the Luxembourg income tax law dated 4 December 1967 as amended, regarding interest deduction

limitation rules, and removing securitisation vehicles falling under the Securitisation Regulation from the definition of "financial undertakings". On 14 July 2023, the European Commission referred Luxembourg to the Court of Justice of the European Union for failure to correctly transpose ATAD.

In any case, clarifications as regards ATAD and their interpretation may be enacted after the date of this Base Prospectus, possibly with retroactive effect, and could alter the tax position of the Issuer. In addition, the Issuer may take positions with respect to certain tax issues resulting from the ATAD which may depend on legal conclusions not yet resolved by the courts.

## 2. RISKS RELATING TO THE STRUCTURE OF THE SECURITIES

### (a) *Credit risk on the Charged Assets Issuer*

A number of the Early Redemption Events relate to the performance of the RCA Reference Entity or one or more obligations issued or guaranteed by the issuer or primary obligor in respect of the Charged Assets (which may be the Reference Securities) (the "**Charged Assets Issuer**"). Upon the occurrence of one of these Early Redemption Events, the Holders of Securities may suffer significant losses at a time when losses may be suffered by a direct investor in obligations of such RCA Reference Entity or Charged Assets Issuer. However, the holding of a Security is unlikely to lead to outcomes which exactly reflect the impact of directly investing in the Reference Securities, and losses borne by Holders of Securities could be considerably greater than would be suffered by a direct investor in the Reference Securities and/or could arise for reasons unrelated to such Reference Securities. Holders of Securities should also note that a relevant Early Redemption Event may occur even if the obligations of the RCA Reference Entity or Charged Assets Issuer under the Reference Securities or Obligations are unenforceable or their performance is prohibited by any applicable law or exchange controls.

### (b) *Charged Assets*

Once the proceeds of the issue of the Securities and any Related Securities have been invested in the Charged Assets with respect to a particular Compartment, such Charged Assets (including, without limitation, assets such as swap agreements, deposits, repurchase agreements and debt securities) will constitute the only source of funds available to the Issuer for the satisfaction of its pre-enforcement obligations under the relevant Securities and the relevant Related Agreements (if any). Accordingly, if such Charged Assets do not generate sufficient cashflows, either (dependent on the terms applicable to the relevant Securities):

- an Early Redemption Event under the relevant Notes or Certificates or an Early Termination Event under the relevant Warrants may occur, which, in turn, may lead to the realisation of the Charged Assets by the Disposal Agent; or
- an Event of Default may occur under the relevant Securities and any Related Securities, which, in turn, may lead to the enforcement and liquidation of the relevant Charged Assets by the Trustee (or its appointee under the Trust Deed).

The Trustee is not obliged to take any action unless it has been indemnified and/or secured to its satisfaction against any liability it may incur. The proceeds of any such enforcement and liquidation, or realisation, as the case may be, (net of any costs, including the costs of enforcement and liquidation) may not be sufficient to meet the claims of the Secured Parties (including the relevant Holders of Securities) with respect to the relevant Compartment. Save in the case of Guaranteed Securities, claims against the Issuer by the Holders of Securities of a particular Series and the holders of any Related Securities and each other Secured Party in respect of any Compartment will be limited to the relevant Charged Assets.

In addition, the Issuer may issue Securities the redemption amount or settlement amount (as the case may be) of which is limited to the liquidation proceeds of the Charged Assets of the Compartment relating to such Securities and any Related Securities. The proceeds of any such liquidation (net of any costs, including the costs of liquidation) may not be sufficient to meet the claims of the Secured Parties (including the relevant Holders of Securities and the holders of Related Securities) with

respect to the relevant Compartment and Holders of Securities may lose some or all of their investment in the Securities.

If a Note Acceleration, Warrant Acceleration or Certificate Acceleration, as the case may be, occurs under any Related Securities issued through a Compartment which is specified to be a Multi-Series Compartment, a Note Acceleration, Warrant Acceleration and Certificate Acceleration, as the case may be, will be deemed to have occurred in respect of each Series of Securities issued through the relevant Compartment and the security with respect to the Compartment Assets in respect of all such Series of Securities will be enforceable in accordance with Condition 12 of the Notes, Condition 13 of the Warrants or Condition 14 of the Certificates, as applicable. If, at the time of any enforcement of the Compartment Security pursuant to Condition 12 of the Notes, Condition 13 of the Warrants or Condition 14 of the Certificates, as applicable, one or more Series of Related Securities is outstanding, holders of the Securities and the holders of such Related Securities will share equally and rateably in any Charged Assets in accordance with the applicable Order of Priority. Holders of Securities are therefore exposed to the risk of cross acceleration and to the occurrence of Events of Default occurring with respect to Related Securities where the Securities they hold are issued through a Multi-Series Compartment and Holders of Securities may lose some or all of their investment in the Securities as a result of an Event of Default occurring with respect to Related Securities.

(c) *Subordination of Holders of Securities to payment of expenses and other payments*

On enforcement of the security for the Securities, the rights of the Holders of Securities to be paid amounts from the proceeds of such enforcement and realisation of the Charged Assets may be subordinated to (i) any fees and expenses incurred in such enforcement and realisation of the Compartment Assets and other Charged Assets and (ii) prior rights of the parties (if any) identified in the applicable priority of payments (which may, without limitation, include the Swap Counterparty, the Collateral Exchange Counterparty and/or Repo Counterparty) to be paid amounts (including termination payments due under one or more Related Agreement) from the Issuer in priority to the Holders of Securities from the proceeds of such enforcement and realisation of the Charged Assets. The degree of subordination of the rights of the Holders of the Securities and the amount of payments due to parties in priority to the Holders of Securities may have an impact on the amount received by a Holder of Securities in the event of enforcement of the security.

(d) *Suspension of Payments under the Securities and the relevant Related Agreements during a Suspension Period*

Where Suspension of Payments is applicable to a series of Securities, the payment obligations of the Issuer under the Securities will be suspended if the Calculation Agent determines that facts exist which may amount to an Asset Payment Default Event or Asset Default Event following the expiration of any applicable grace period. During the Suspension Period (i) the Issuer shall make no payments on account of Final Redemption Amounts or Cash Settlement Amounts and/or interest; and (ii) neither the Issuer nor the Swap Counterparty (or other applicable Related Agreement Counterparty) shall make any payments under the Swap Agreement (or other applicable Related Agreement).

If an Early Redemption Event occurs during the Suspension Period (which will be the period of time specified in the applicable Final Terms or otherwise specified in the terms and conditions of the Securities) then no further payments will be made under the Securities in respect of Final Redemption Amounts or Cash Settlement Amounts and/or interest and the Securities will be redeemed in accordance with the applicable provisions relating to early redemption. If an Early Redemption Event has not occurred on or prior to the last day of the Suspension Period, any Final Redemption Amount or Cash Settlement Amount and/or interest amount which would otherwise have been payable will be payable on the second Business Day following the earlier of (i) last day of such Suspension Period or (ii) the date on which the Calculation Agent determines that the events which may have resulted in the potential Early Redemption Event have been remedied or no longer exist but Holders of Securities may be negatively affected as they will not be entitled to receive any further or additional payment as a result of delay in payment of any Final Redemption Amount or Cash Settlement Amount and/or interest amount.



(e) *Custody Arrangements*

Compartment Assets (together with any related Compartment Security) will be held by the Custodian on behalf of the Issuer pursuant to the Agency Agreement. Assets held by the Custodian may not be immediately available to investors upon the bankruptcy of the Custodian and certain classes of creditors having general rights of preference stipulated by Luxembourg law, such as preference rights for judicial fees (including the fees and costs of a receiver/liquidator), unpaid salaries and various tax, excise and social security contributions, may take preference over secured creditors in bankruptcy proceedings. In addition, in respect of certain Series of Securities, the collateral provided by the Swap Counterparty as credit support for its obligations may be held not by the Custodian but by another bank or institution as specified in the applicable Final Terms. Investors in such Securities are exposed to the credit risk of such entity, such collateral may not be immediately available to investors upon the bankruptcy of such entity and other creditors of such entity may take preference as secured creditors in bankruptcy proceedings. If any of these circumstances occurs, the Holders of Securities may lose all or part of their initial investment and/or receive any payment in respect of the Securities later than originally scheduled and may not be able to re-invest any amount received at the same rates or in the same way as if such payment had not been delayed.

(f) *Maturity Date Extension, Redemption Date Extension and Settlement Date Extension*

If "Maturity Date Extension" (in the case of Notes) or "Settlement Date Extension" (in the case of Warrants) or "Redemption Date Extension" (in the case of Certificates) is specified as applicable, where the Issuer has not received in full the amount it is scheduled to receive in respect of any of the Charged Assets relating to the relevant Securities (such assets the "**Non-Performing Assets**") on or prior to the Early Redemption Date or the Maturity Date (in the case of Notes) or the Early Termination Date or the Settlement Date (in the case of Warrants), or the Early Redemption Date or the Cash Settlement Date or Delivery Date (in the case of Certificates), as the case may be, redemption in full of the Notes or Certificates, or settlement in full of the Warrants, as the case may be, will be postponed until a certain date specified in the applicable Final Terms which may, depending on the terms of the relevant Securities, be a considerable period of time after the date on which the Issuer was due to redeem the Notes or Certificates, or settle the Warrants, as the case may be. There is no guarantee, notwithstanding the postponement of the redemption of the Notes or Certificates or settlement of the Warrants, as the case may be, in full, that any further sums will be recovered in respect of the Charged Assets and that the Holders of Securities would receive any greater amount than if the Notes had been redeemed in full on the Early Redemption Date or the Maturity Date or the Warrants had been settled in full on the Early Termination Date or the Settlement Date or the Certificates had been redeemed in full on the Early Redemption Date or the Redemption Date, as the case may be. In these circumstances, the Holders of Securities may lose all or part of their initial investment and/or receive any payment in respect of the Securities later than originally scheduled and may not be able to re-invest any amount received at the same rates or in the same way as if such payment had not been delayed.

(g) *Fluctuations in the value of the Reference Securities*

The Reference Securities may be subject to fluctuations in value. Investors are exposed to the risk that the Reference Securities may suffer a fall in value between the time at which the security becomes enforceable or the relevant Early Redemption Event occurs and the time at which the Reference Securities are realised in full. In extraordinary circumstances, the Reference Securities available at the time at which the security becomes enforceable or the Early Redemption Event occurs could completely lose their value by the time of the realisation. In such circumstances the amounts available to be paid to Holders of Securities is likely to be significantly reduced or may be equal to zero and therefore Holders of Securities could suffer a loss of all or part of their initial investment.

(h) *Subordination of Reference Securities*

Where the relevant Reference Securities are subordinated obligations, they will be junior to certain obligations of the Charged Assets Issuer. As a result, the holders of Reference Securities which are subordinated obligations generally face increased risks as compared with the holders of senior obligations (including a greater risk of loss and the risk that subordinated obligations of the Charged

Assets Issuer may have a lower market value than senior obligations of the Charged Assets Issuer). In particular, holders of subordinated obligations face an increased risk of loss in the event of the Charged Assets Issuer's insolvency. Where the Issuer acquires Reference Securities which are subordinated obligations in connection with a series of Securities, Holders of Securities of such series are also exposed to such increased risk of loss.

(i) *Reliance on creditworthiness of other parties*

The ability of the Issuer to meet its obligations under the Securities may be dependent on its receipt of payments and/or deliveries from the Swap Counterparty under a Swap Agreement or, where relevant, receipt of payments and/or deliveries from the Repo Counterparty under the Repurchase Agreement or the Collateral Exchange Counterparty under the Collateral Exchange Agreement. Consequently, the Issuer will rely on the full and timely performance by the Swap Counterparty and/or the Repo Counterparty and/or the Collateral Exchange Counterparty in order to pay the amounts due to the Holders of the Securities. Failure by one or more of the Swap Counterparty and/or the Repo Counterparty and/or the Collateral Exchange Counterparty to perform their respective obligations (if any) fully and in a timely manner could lead to an Early Redemption Event or Early Termination Event, as the case may be, and increase the likelihood of the Holders of Securities suffering a loss.

There are a number of situations which may arise where the Issuer (and therefore the Holders of Securities) will be exposed to the creditworthiness of the Issuer's counterparties including:

- (i) where a termination payment is due from the Collateral Exchange Counterparty, in particular, where the Replacement Collateral Assets cannot be sold for the same amount as a sale of the Reference Securities which have been transferred to the Collateral Exchange Counterparty (the "**Received Collateral**") would have realised if such Reference Securities had not been transferred to the Collateral Exchange Counterparty or the Collateral Exchange Counterparty is not obliged to provide any replacement collateral or if an Enforcement Event occurs with respect to the Issuer prior to the date on which the Collateral Exchange Counterparty transfers Equivalent Securities in respect of the Received Collateral;
- (ii) where a termination payment is due from the Swap Counterparty, in particular, where the Issuer has transferred Reference Securities to the Swap Counterparty and there is a mismatch between the value of the Issuer Posted Collateral and the close out value of the Swap Agreement or where the Issuer does not acquire Reference Securities or enter into a Repurchase Agreement and the Issuer pays all the issue proceeds to the Swap Counterparty or where the Issuer pays all the issue proceeds to the Swap Counterparty and there is a mismatch between the value of the Swap Counterparty Collateral and the close out value of the Swap Agreement; and/or
- (iii) where Reference Securities are redeemed in full following the occurrence of a RCA Maturity Call Option Event (as defined in Collateral Linked Condition 1.1) (in the case of Notional Value Repack Securities), or in respect of other Securities where there is a delay between the maturity date of the Reference Securities and the Maturity Date or the Redemption Date or Settlement Date, as the case may be, of the Securities and the Issuer pays all the redemption proceeds from the Reference Securities to the Swap Counterparty in which case the ability of the Issuer to make payment of amounts due under the Securities will be dependent on the receipt by it of payments from the Swap Counterparty.

Where the Collateral Exchange Counterparty does not return the Received Collateral, or, as applicable, is unable to pay the sums due under the Collateral Exchange Agreement in the circumstances described above, Holders of Securities may lose all or a substantial part of their investment in the Securities. If the Swap Counterparty is unable to pay the sums due under the Swap Agreement in the circumstances described above, Holders of Securities may lose all or a substantial part of their investment in the relevant series of Securities.

(j) *Risks associated with specific types of products*

- (i) Risks associated with SPS Products:

(1) Risks associated with Reverse Convertible Products

Reverse Convertible Products will be issued in accordance with Payout Condition 1.2(b). The return on the Securities depends on the performance of the Underlying Reference(s) and whether a knock-in event occurs. As a consequence, investors may be exposed to a partial or total loss of their investment.

(2) Risks associated with Vanilla Products

Vanilla Products will be issued in accordance with Payout Condition 1.2(c). The return depends on the performance of the Underlying Reference(s) and whether knock-in or knock-out features apply. As a consequence, investors may be exposed to a partial or total loss of their investment.

(3) Risks associated with Asian Products

Asian Products will be issued in accordance with Payout Condition 1.2(d). The return on the Securities depends on the performance of the Underlying Reference(s), which is determined using an averaging method. The return will also depend on whether specific features, such as a cap, a floor or lock-in, apply. As a consequence, investors may be exposed to a partial or total loss of their investment.

(4) Risks associated with Auto-callable Products

Auto-Callable Products will be issued in accordance with Payout Condition 1.2(e). The return on the Securities depends on the performance of the Underlying Reference(s) and whether knock-in or knock out features apply. Auto-callable Products include automatic early redemption mechanisms. Depending on the applicable formula, if an automatic early redemption event occurs investors may be exposed to a partial loss of their investment. As a consequence, investors may be exposed to a partial or total loss of their investment.

(5) Risks associated with Indexation Products

Indexation Products will be issued in accordance with Payout Condition 1.2(f). The return on the Securities depends on the performance of the Underlying Reference(s) and whether knock-in, knock-out and/or automatic early redemption features apply. Depending on the applicable formula, if an automatic early redemption event occurs investors may be exposed to a partial loss of their investment. As a consequence, investors may be exposed to a partial or total loss of their investment.

(6) Risks associated with Ratchet Products

Ratchet Products will be issued in accordance with Payout Condition 1.2(g). The return on the Securities depends on the performance of the Underlying Reference(s) and is calculated based on the sum of returns determined on a given formula (which can be capped and/or floored). As a consequence, investors may be exposed to a partial or total loss of their investment.

(7) Risks associated with Sum Products

Sum Products will be issued in accordance with Payout Condition 1.1(h). The return on the Securities depends on the performance of the Underlying Reference(s) and is calculated based on the weighted sum of returns determined using different payout formulae. As a consequence, investors may be exposed to a partial or total loss of their investment.

(8) Risks associated with Capped and Floored Sum Products

Capped and Floored Sum Products will be issued in accordance with Payout Condition 1.2(i). The return on the Securities depends on the performance of the

Underlying Reference(s) and is calculated based on the weighted sum of returns determined using different payout formulae (which can be capped and/or floored). As a consequence, investors may be exposed to a partial or total loss of their investment.

(9) Risks associated with Option Max Products

Option Max Products will be issued in accordance with Payout Condition 1.2(j). The return on the Securities depends on the performance of the Underlying Reference(s) and is calculated based on the maximum return determined using different payout formulae. As a consequence, investors may be exposed to a partial or total loss of their investment.

(10) Risks associated with Option Min Products

Option Min Products will be issued in accordance with Payout Condition 1.2(k). The return on the Securities depends on the performance of the Underlying Reference(s) and is calculated based on the minimum return determined using different payout formulae. As a consequence, investors may be exposed to a partial or total loss of their investment.

(11) Risks associated with Stellar Products

Stellar Products will be issued in accordance with Payout Condition 1.2(l). The return on the Securities depends on the performance of a basket of Underlying References and is calculated based on the average returns of each Underlying Reference in the basket (which can be capped and/or floored). As a consequence, investors may be exposed to a partial loss of their investment.

(12) Risks associated with Driver Products

Driver Products will be issued in accordance with Payout Condition 1.2(m). The return on the Securities depends on the performance of a basket of Underlying References. The return is determined by reference to the average return of the basket, where the performance of one or more of the best performing Underlying Reference(s) is set at a fixed level. As a consequence, investors may be exposed to a partial loss of their investment.

(13) Risks associated with Transition Products

Transition Products will be issued in accordance with Payout Condition 1.2(n). The return on the Securities depends on the performance of the Underlying Reference(s) and whether knock-in and/or automatic early redemption features apply. Depending on the applicable formula, investors may be exposed to a partial or total loss of their investment.

(14) Risks associated with Cumulative Coupon Products

Cumulative Coupon Products will be issued in accordance with Payout Condition 1.2(o). The return on the Securities depends on the performance of the Underlying Reference(s) and whether the interest conditions are met. Depending on the applicable formula, investors may be exposed to a partial or total loss of their investment.

(15) Risks associated with Inflation and Rate Products

Inflation and Rate Products will be issued in accordance with Payout Condition 1.2(p). The return on the Securities depends on the inflation and the rate components and is calculated based on the sum of the weighted average between the inflation and the rate components, observed at different observation dates. As a consequence, investors may be exposed to a partial loss of their investment.

## (ii) Risks associated with FI Products:

## (1) Risks associated with Vanilla Products

Vanilla Products will be issued in accordance with Payout Condition 2.1(a). The return on the Securities depends on the performance of the Underlying Reference(s) and whether knock-in or knock-out features apply. As a consequence, investors may be exposed to a partial or total loss of their investment.

## (2) Risks associated with Digital Products

Digital Products will be issued in accordance with Payout Conditions 2.1(b) or (c). The return on the Securities is fixed or variable and will be dependent upon the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms (including floor or cap conditions and knock-in and/or knock-out features). As a consequence, investors may be exposed to a partial or total loss of their investment.

## (iii) Risks associated with Dropback Products

Dropback Products will be issued in accordance with Payout Condition 3.2(a). The return on the Securities depends on the performance of the Underlying Reference(s) and whether floor and/or cap conditions and/or automatic early redemption features apply. Depending on the applicable formula, investors may be exposed to a partial or total loss of their investment.

The formulae, relevant variables and other related provisions of these products are more fully described in "*Annex 1 – Additional Terms and Conditions for Payouts*".

(k) *Currency risk*

An investment in Securities denominated and payable in a foreign currency entails significant risks to a Holder of Securities that may not be involved if a similar investment were made in Securities denominated and payable in such holder's home currency. These risks include, without limitation, the possibility of significant changes in rates of exchange between the foreign currency and such holder's home currency and generally depend on economic and political events over which the Issuer has no control. In addition, there may also be risks for Holders of Securities where the relevant Reference Securities are denominated in a different currency to the relevant series of Securities. The Issuer is likely to be reliant on payments in the currency in which the Securities are denominated from the Swap Counterparty in order to make payments in full of amounts due on such Securities. If the Swap Agreement is terminated early due to an Event of Default or Early Redemption Event, Holders of Securities are likely to be exposed to foreign exchange currency risk as the Issuer may no longer receive the relevant amounts from the Swap Counterparty. Furthermore where the Issuer or the Trustee sell Reference Securities in accordance with the Conditions, they will receive amounts in the currency in which the relevant Reference Securities are denominated. There could have been significant changes in rates of exchange between the currency amounts in which the relevant Reference Securities are denominated and the currency in which the Securities are denominated which could lead to significantly lower amounts being available for payments to Holders of Securities and as a consequence, Holders of Securities may be exposed to a partial or total loss of their investment.

(l) *Potential delay of early redemption upon the occurrence of Early Redemption Events*

Where Early Redemption at Maturity is specified as applicable to a series of Securities to which Annex 12 (*Additional Terms and Conditions for Notional Value Repack Securities*) applies and an Early Redemption Notice is served in respect of an Early Redemption Event, the Reference Securities will be sold (if they have not been redeemed prior to the date on which they would otherwise be sold) or the rights to receive securities equivalent to such Reference Securities under

the Collateral Exchange Agreement will be sold but, save where the Early Redemption Event relates to an Annex Early Redemption Event or a Related Agreement Termination Event (in each case as defined in Collateral Linked Condition 1.1) which relates to the Swap Agreement, the sale or redemption proceeds will be paid to the Swap Counterparty and the Securities will not be redeemed at their Early Redemption Amount until, at the earliest, the Maturity Date (in the case of Notes) or the Redemption Date (in the case of Certificates) although no interest will be payable in respect of the relevant Securities after the occurrence of the relevant Early Redemption Event. As a consequence, Holders of the Securities may receive a lower amount on the Maturity Date or Redemption Date, as the case may be, than the amount they originally invested and will also, in the period between the occurrence of the Early Redemption Event and the Maturity Date or Redemption Date, as the case may be, or, if later, the Early Redemption Date, receive no interest. In addition, the Issuer will pay the sale or redemption proceeds from the Reference Securities to the Swap Counterparty and, in return, the Swap Counterparty will pay the Early Redemption Amounts which the Issuer is obliged to pay in respect of the Securities. If the Swap Counterparty fails to pay the relevant amounts to the Issuer, the Issuer will have to rely on the enforcement of the contractual rights the Issuer has in order to recover the payment due from the Swap Counterparty. If the Swap Counterparty is unable to pay the sums due under the Swap Agreement in such circumstances, Holders of Securities may lose all or a substantial part of their investment in the Securities.

(m) *Country and regional risk*

The price and value of any Reference Securities may be influenced by the political, financial and economic stability of the country and/or region in which an obligor of any Reference Securities is incorporated or has its business or of the country of the currency in which any Reference Securities are denominated. Although this risk is likely to be more acute where there is a nexus with an emerging market, in certain cases, the price and value of assets originating from countries ordinarily not considered to be emerging markets countries may behave in a similar manner to those of assets originating from emerging markets countries. The risks which arise relating to an investment in emerging markets obligations or in Securities which are secured on emerging markets obligations include:

- (i) the price of such obligations may be subject to sharp and sudden fluctuations and declines;
- (ii) such obligations may be illiquid and therefore difficult to sell;
- (iii) published information in or in respect of emerging markets countries and issuers of or obligors in respect of emerging markets obligations has been proven on occasions to be materially inaccurate;
- (iv) in certain cases Holders of Securities may be exposed to the risk of default by a sub-custodian in an emerging markets country which will mean that the Trustee may not be able to effect the sale of the relevant Reference Securities; and
- (v) realisation of Reference Securities comprising emerging markets obligations may be subject to restrictions or delays arising under local law.

The occurrence of such circumstances could lead to a lower amount being realised by the Trustee and therefore, Holders of Securities receiving less (and, potentially, significantly less) than anticipated.

(n) *Cost of borrowing*

Holders of Securities that are "short" (or "put") Securities should note that the price of such Securities may include a premium charged to Holders of Securities which reflects the cost to the Issuer or the Swap Counterparty or the Swap Counterparty's affiliates of borrowing the Underlying Reference(s). Holders of Securities will not receive a refund of this premium if an Automatic Early Redemption Event occurs or upon the exercise of an Issuer Call Option or a Noteholder Put Option or

Certificateholder Put Option, as the case may be, and consequently may significantly reduce the return a Holder of Securities stands to receive on its investment.

(o) *Minimum trading amount may affect a holder's ability to transfer their Securities*

If the Securities have a minimum trading amount, a Holder of Securities will not be permitted to transfer its Securities prior to redemption without purchasing enough additional Securities to hold the minimum trading amount. The Holder of Securities may not be able to purchase additional Securities, in which case they will have to wait until redemption of the Securities to realise any value. If they are able to purchase additional Securities, this may be at a price higher than their original investment and is likely to adversely affect the overall return they achieve on their investment.

(p) *Risks associated with Securities traded in integral multiples that are different to the minimum Specified Denomination*

Where the Securities are Notes, if the Securities are traded in denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, such Securities may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. If at any time Holder of Securities holds an amount which is less than the minimum Specified Denomination they would not be able to sell or transfer the remainder of such holding or exchange the remainder of such holding for a definitive Security without first purchasing a principal amount of Securities at or in excess of the minimum Specified Denomination. In these circumstances, there is a risk that the price to purchase additional Securities may be greater than the original price paid by the investor and/or such Securities may be illiquid and difficult to trade meaning that Holders of Securities may be required to retain their investment until redemption.

(q) *Risks associated with Securities where certain specific information is not known at the beginning of an offer period*

Where an indicative range is specified in the Final Terms at the start of an offer period in respect of the issue price, Gearing, Gearing Up, Bonus Coupon, Up Cap Percentage, any Constant Percentage, barrier value or level, Floor Percentage, Knock-in Level, Knock-out Level, Knock-in Range Level, Knock-out Range Level, Knock-out Corridor Range, Knock-in Bottom Level, Knock-in Top Level, Knock-out Bottom Level and/or Knock-out Top Level, prospective purchasers of Securities may be exposed to the risk that the actual price, rate, level or percentage, as applicable, selected from within the indicative range specified for Gearing, Gearing Up, Bonus Coupon, Up Cap Percentage, any Constant Percentage, barrier value or level, Floor Percentage, Knock-in Level, Knock-out Level, Knock-in Range Level, Knock-out Range Level, Knock-out Corridor Range, Knock-in Bottom Level, Knock-in Top Level, Knock-out Bottom Level and/or Knock-out Top Level, as applicable, in respect of any Securities may have a negative impact on Holders of Securities, reducing the interest payable to Holders of Securities and/or the final return received by Holders of Securities in respect of the Securities when compared with another price, rate, level or percentage, as applicable, within the indicative range. Prospective purchasers of Securities will be required to make their investment decision based on the minimum and/or maximum price, rate, level or percentage, as applicable, or the indicative range rather than the actual price, rate, level or percentage, as applicable, which will only be fixed after the investment decision is made but will apply to the Securities once issued.

(r) *Gap Risk*

The relevant level, value or price of one or more Underlying Reference(s) may change suddenly and significantly during the trading day or at the opening of the market. Such change may be positive or negative and is known as the "**Gap Risk**". If the price of the Securities includes a premium, this will be calculated to take account of the cost to the Swap Counterparty or its affiliates of unwinding its hedging positions in relation to the Securities on early redemption of the Securities. Holders of Securities will not receive a refund of this premium if an Automatic Early Redemption Event or an Automatic Early Settlement Event occurs, or upon exercise of an Issuer Call Option or a Noteholder Put Option or Certificateholder Put Option, which could significantly reduce the return a Holder of Securities stands to receive on its investment.

(s) *Limited exposure to Underlying Reference(s)*

If the applicable Final Terms provide that the exposure of the relevant Securities to one or more Underlying References is limited or capped at a certain level or amount, the relevant Securities will not benefit from any upside in the value of any such Underlying Reference(s) beyond such limit or cap. In this case, Holders of Securities will not receive as much from their investment as they would have done if they had invested directly in the Underlying Reference(s) or in alternative Securities without such features. The likelihood of this occurring is dependent on the likelihood of the Underlying Reference(s) performing such that the limit or cap affects the Securities.

(t) *Securities subject to early redemption at the option of the Issuer, other early redemption (including Automatic Early Redemption or Automatic Early Settlement) and consequences of early redemption*

An optional or other early redemption feature (including an Automatic Early Redemption or Automatic Early Settlement (in the case of Warrants) feature) is likely to limit the market value of the Securities. In the case of Securities with an optional redemption feature, during any period when the Issuer may elect to redeem the relevant Securities, the market value of those Securities generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period. In addition, the Final Terms may provide that the relevant Securities will be redeemed early in specified circumstances, such as the occurrence of an Additional Disruption Event, an Optional Additional Disruption Event and/or an Early Redemption Event. Following an optional or other early redemption (including an Automatic Early Redemption or Automatic Early Settlement), a Holder of Securities generally would not be able to reinvest the redemption proceeds (if any) at an effective interest rate as high as the interest rate on the relevant Securities being redeemed, and may only be able to do so at a significantly lower rate. As a consequence the Holder of Securities may lose some or all of their investment. Following an optional or other early redemption of the Securities, there is also a risk that a Holder of Securities will not be able to reinvest in other securities or investments available at that time with the same economic features as the Securities. In addition, in the case of Securities with an Automatic Early Redemption feature, the value of the Securities and the amount that Holders of Securities receive upon an Automatic Early Redemption or Automatic Early Settlement may not correlate with the value of the Underlying Reference, which may trigger such Automatic Early Redemption or Automatic Early Settlement and Holders of Securities could receive a significantly lower return than expected in relation to the change in value of the Underlying Reference.

(u) *If the rate of interest or premium amount rate payable on the Securities or the amount payable or deliverable on redemption of the Securities changes during the life of the Securities, Holders of Securities may receive less than expected*

If specified in the applicable Final Terms and the Issuer exercises its Coupon Switch Election or Payout Switch Election or if an Automatic Coupon Switch Event or Automatic Payout Switch Event occurs, the coupon or redemption payout, as the case may be, on such Securities will change during the life of the Securities and there is a risk that investors may receive a return which differs from, and may be significantly less than, that which they expected to receive as of the Issue Date or they may receive no return.

(v) *The terms of the Securities may in certain circumstances be changed during the life of the Securities, in which case Holders may receive a lower return than expected*

If Autoroll is specified as applicable in the applicable Final Terms and an Autoroll Event occurs, the terms of the Securities (including, (a) (if Autoroll Standard is specified in the applicable Final Terms) the Final Payout, Knock-in Event or Knock-out Event (as the case may be), Automatic Early Redemption Event, Strike Date, the Coupon Payout and/or Maturity Date, or (b) (if Autoroll Lock or Autoroll Shift are specified in the applicable Final Terms) any level specified in the applicable Final Terms in respect of the Final Payout, the Knock-in Event or Knock-out Event, the Automatic Early Redemption Event and/or the Coupon Payout) will be amended to the relevant terms specified in the applicable Final Terms. If the terms of the Securities are amended during the life of the Securities there is a risk that investors may receive a return which differs from, and may be significantly less than, that which they expected to receive or they may receive no return.



(w) *Risks associated with Open End Securities*

Open End Notes and Open End Certificates (together, "**Open End Securities**") do not have a pre-determined maturity and may include (i) an option for the Issuer to redeem each Security on a date determined by the Calculation Agent in accordance with the Terms and Conditions and (ii) an option for the Holder of the Securities to give notice to the Issuer and upon expiry of the Notice Period, the Issuer will redeem each such Security on a date determined by the Calculation Agent. Investment in Open End Securities will entail additional risks compared with other Securities, due to the fact that they do not have a prescribed tenor and Holders of Securities may receive a lower return than expected and depending on when the Open End Securities are redeemed. Open End Notes will be subject to the provisions set out in Condition 7(z) of the Notes and Open End Certificates will be subject to the provisions set out in Condition 8(y) of the Certificates.

(x) *No gross-up upon the application of withholding tax*

The Securities will not have the benefit of a gross-up provision in respect of withholding taxes. Neither the Issuer nor, as applicable, the Guarantor, is obliged to gross-up any payments in respect of the Securities and 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, presentation and surrender for payment, or enforcement of any Security and all payments made by the Issuer or, as applicable, the Guarantor shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted. Holders of Securities therefore will bear the risk of the imposition of any deduction or withholding with respect to payments made under the Securities.

(y) *Risk of leveraged exposure*

Securities including a leverage feature magnify gains and losses. If the Underlying Reference moves against expectations, Holders of Securities risk losing a greater proportion of their investment than if they had invested in a Security that is not leveraged.

(z) *Limitations on Exercise*

Where the Securities are 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 Warrantholder may not be able to exercise on such date all the Warrants that such holder desires to exercise delaying the point at which a Warrantholder may realise a return on the Warrants.

(aa) *Minimum Exercise Amount of Warrants*

Where the Securities are Warrants, if so indicated in the Final Terms, a Warrantholder must tender or, in the case of automatic exercise, hold, a specified number of Warrants at any one time in order to exercise. Thus, Warrantholders 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 (in the case of Cash Settled Warrants) or the value of the Entitlement (in the case of Physical Delivery Warrants) of such Warrants.

(bb) *Time Lag after Exercise of Warrants*

Where the Securities are Warrants, delivery of an Exercise Notice by a Warrantholder will constitute an irrevocable election to exercise the relevant Warrants. After the delivery of an Exercise Notice, such Warrantholder will not be able to transfer the Warrants that have been exercised. There will be a time lag between the time a Warrantholder gives instructions to exercise and the time the

applicable Cash Settlement Amount (in the case of Cash Settled Warrants) relating to such exercise is determined. 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) or following the imposition of any exchange controls or other similar regulations affecting the ability to obtain or exchange any relevant currency (or basket of currencies) in the case of Currency Linked Securities. 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.

### 3. **RISKS RELATING TO THE MARKET**

#### (a) *Certain factors affecting the value and trading price of Securities*

The trading price of the Securities may be affected by a number of factors including, but not limited to, the relevant price, value or level of the Underlying Reference(s) and the Reference Securities (where applicable), the time remaining until the scheduled redemption date of the Securities, the actual or implied volatility associated with the Underlying Reference(s) and/or the Reference Securities and the correlation risk of the relevant Underlying Reference(s).

The possibility that the value and trading price of the Securities will fluctuate (either positively or negatively) depends on a number of factors, including:

- (i) the trading price of the Securities;
- (ii) depending on the applicable payout or coupon or premium amount rates (if applicable), movements in the value and/or volatility of the Underlying Reference or the Reference Securities may cause the value of the Securities to either rise or fall;
- (iii) depending on the applicable payout or coupon or premium amount rates (if applicable), the value of the Securities may fluctuate as the time remaining until the scheduled redemption date decreases;
- (iv) in the case of Cash Settled Notes or Certificates or Warrants the probable range of Final Redemption Amounts or Cash Settlement Amounts, as the case may be;
- (v) depending on the applicable payout or coupon or premium amount rates (if applicable), movements in interest rates and/or dividends (if applicable) may cause the theoretical value of the Securities to either rise or fall;
- (vi) any change(s) in currency exchange rates;
- (vii) the depth of the market or liquidity of the Underlying Reference or the Reference Securities (where applicable) as specified in the applicable Final Terms; and
- (viii) any related transaction costs.

Such factors may mean that the trading price of the Securities is below the Final Redemption Amount (in the case of Notes) or Cash Settlement Amount (in the case of Certificates or Warrants) or the value of the Entitlement, as applicable and accordingly, there is a risk that Holders of Securities may receive an amount or an asset with a value significantly lower than the amount that they invested to purchase the Securities. The exposure to the Underlying Reference in many cases will be achieved by the Issuer entering into swap agreements (with BNP Paribas) and/or deposit agreements and/or repurchase agreements. Holders of Securities should be aware that, under the terms of Underlying Reference Linked Securities, they are exposed to the performance of these agreements and that certain events may affect these agreements and consequently the occurrence of any of these events may affect the value of the Securities.

#### (b) *A Security's purchase price may not reflect its inherent value*

Prospective investors are exposed to the risk that the purchase price of a Security does not necessarily reflect its inherent value. Any difference between a 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 Security. Any such difference in value could negatively affect the return an investor may receive.

(c) *Possible illiquidity of the Securities in the secondary market*

The Issuer may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private offer/treaty. Any Dealer may also be a market-maker for an issue of Securities but, it is not obliged to and may cease to do so at any time. Even if a Dealer is a market-maker for an issue of Securities, the secondary market for such Securities may be limited. During certain periods, it may be difficult, impractical or impossible for the Dealer to quote bid and offer prices, and during such periods, it may be difficult, impracticable or impossible to buy or sell these Securities. 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 could affect the Dealer's ability to maintain a secondary market.

The only means through which a Holder of Securities can realise value from their Securities prior to its Maturity Date (in the case of Notes) or Redemption Date (in the case of Certificates) or its Settlement Date (in the case of Warrants) is to sell them at the market price in an available secondary market, which may be a lower price than a Holder of Securities' original investment. If there is no or a limited secondary market for the Securities and the Holder of Securities is unable to sell its Securities they will have to wait until redemption of the Securities to realise any value.

The Securities may be subject to certain transfer restrictions and Securities sold to U.S. persons will be subject to transfer restrictions, which will also limit a Holder of Securities ability to sell their Securities prior to redemption.

(d) *Effect of credit rating reduction*

The value of the Securities is expected to be affected, in part, by investors' general appraisal of the creditworthiness of the Issuer and, if applicable, the Swap Counterparty and/or the Guarantor. Such perceptions are generally influenced by the ratings attributed to the outstanding securities of the Swap Counterparty or the Guarantor by standard statistical rating services, such as S&P Global Ratings Europe Limited, Fitch Ratings Ireland Limited and Moody's Deutschland GmbH. A reduction in the rating, if any, attributed to outstanding debt securities of the Guarantor (where the Securities are guaranteed) or the Swap Counterparty by one of these rating agencies could result in a reduction in the trading value of the Securities.

(e) *Risks associated with Securities with a nexus to emerging markets*

Where the value and return an investor can expect to receive in respect of the Securities depends on the performance of one or more Underlying References issued by issuers located in, or subject to regulation in, emerging or developing countries, denominated in the currency of, or are traded in, emerging or developing countries or where the Securities are denominated in currencies of emerging or developing countries, Holders of Securities are exposed to greater 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. Holders of Securities with such a nexus to emerging or developing countries are exposed to the risk that such Securities may be less liquid and the prices of such Securities more volatile, thus increasing the risk that such Holders of Securities may experience a loss on their investment. In addition, settlement of trades in such markets may be slower and more likely to be subject to failure than in markets in developed countries.

The probability of the occurrence of a Hedging Disruption (or other event leading to an adjustment under the relevant terms of the Securities 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.

(f) *Exchange control risks*

There is a risk that authorities with jurisdiction over the Settlement Currency (as specified in the applicable Final Terms) and/or the currency in which the Underlying Reference is denominated, such as government and monetary authorities, may impose or modify (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability to transfer of funds in and out of the relevant country. Such exchange controls, if imposed would have a negative impact on the amount a Holder of Securities is able to realise from Securities denominated in an affected Settlement Currency or referencing an affected Underlying Reference.

The imposition of exchange controls in respect of a Relevant Currency could significantly increase the risk of an FX Settlement Disruption Event occurring. If an FX Settlement Disruption Event occurs payments of principal and/or interest (if applicable) may (i) occur at a different time than expected and that no additional amount of interest or premium amount will be payable in respect of any delay in payment of principal and/or interest or premium amount and (ii) be made in USD. The occurrence of an FX Settlement Disruption Event could have a significant adverse impact on the amount a Holder of Securities receives in respect of the Securities and may mean that the Holder of Securities is unable to receive payment in the desired currency. If the Holder of Securities receives payment in USD, it may not be able to exchange the amount received into the relevant Settlement Currency or it may only be able to do so at an exchange rate that significantly adversely impacts the amount the Holder of Securities ultimately receives in the Settlement Currency.

(g) *Risks associated with Dual Currency Securities*

The Issuer may issue Notes with principal (see Condition 7(t) (*Dual Currency Redemption Notes*) of the Notes) and/or interest (see Condition 5(n) (*Dual Currency Interest Notes*) of the Notes) payable in a currency which may be different from the currency in which the Notes are denominated ("**Dual Currency Notes**"). The risks associated with Dual Currency Notes are similar to those associated with Currency Linked Securities (described in "*Additional risks associated with Currency Linked Securities*" below) and the risks associated with the Settlement Currency (described in "*Exchange control risks*" above). In addition, investors will not benefit from favourable changes in exchange rates during the term of the Dual Currency Notes where a pre-determined rate of exchange is applicable and as a consequence the market price of such Notes may be volatile.

The Issuer may also issue Certificates where the Cash Settlement Amount and/or Interest Amount and/or Premium Amount may be payable in either the Base Currency or the Subject Currency depending on the performance of a specified exchange rate ("**Dual Currency Certificates**"). The Settlement Currency will be determined based upon how the rate of exchange to convert one unit of the Base Currency into the Subject Currency on the relevant Dual Currency Determination Date performs compared to the initial exchange rate specified in the applicable Final Terms. The risks associated with Dual Currency Certificates are similar to those associated with Currency Linked Securities (described in "*Additional risks associated with Currency Linked Securities*" below) and the risks associated with the Settlement Currency (described in "*Exchange control risks*" above). In addition, investors will not benefit from favourable changes in exchange rates during the term of the Dual Currency Certificates where only the rate of exchange on the relevant Dual Currency Determination Date affects the Settlement Currency and as a consequence the market price of such Certificates may be volatile.

(h) *Risks associated with Securities denominated in Renminbi*

Renminbi is not completely freely convertible at present. The government of the People's Republic of China (the "**PRC**") continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar, although control by the PRC government over routine foreign exchange transactions under current accounts has decreased over the years.

Remittance of Renminbi into and out of the PRC for the settlement of capital account items is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are being developed gradually and will be subject to interpretation and application by the relevant authorities in the PRC.

From 1 October 2016 Renminbi was added to the Special Drawing Rights basket created by the International Monetary Fund; however, the PRC government may not continue to gradually liberalise the control over cross-border Renminbi remittances in the future or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. Such restrictions may negatively affect the liquidity and value of Securities denominated in Renminbi. Furthermore, if any new PRC regulations are promulgated in the future which have the effect of permitting or restricting (as the case may be) the remittance of Renminbi for payment of transactions categorised as capital account items, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules.

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited. Currently, financial institutions in a number of financial centres and cities (each a "**RMB Clearing Bank**") have entered into settlement agreements (the "**Settlement Agreements**") with the People's Bank of China ("**PBOC**") to act as the RMB clearing bank.

However, the current size of Renminbi-denominated financial assets outside the PRC is limited. Renminbi business participating banks do not have direct Renminbi liquidity support from PBOC and the relevant RMB Clearing Bank only has access to onshore liquidity support from PBOC to square open positions of participating banks for limited types of transactions, including open positions resulting from conversion services for corporations relating to cross-border trade settlement. The relevant RMB Clearing Bank is not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services and the participating banks will need to source Renminbi from the offshore market to square such open positions.

The offshore Renminbi market is subject to many constraints as a result of PRC laws and regulations on foreign exchange. New PRC regulations may be promulgated or the Settlement Agreements may be terminated or amended in the future which will have the effect of further restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of the Securities. To the extent the Issuer is required to source Renminbi in the offshore market to service its Securities, the Issuer may not be able to source such Renminbi on satisfactory terms, if at all. If Renminbi is not available, in certain circumstances as described in the Conditions applicable to the Securities, the Issuer can make payments under the Securities in the Equivalent Amount Settlement Currency, which may negatively affect the amount the Holder of Securities receives in respect of Securities denominated in Renminbi.

(i) *Compounding of Risks*

A number of the risks described above under the heading "Risks Relating to the Nature of Securities" and in this section entitled "Risks Relating to the Market" may be relevant to a specific Series of Securities, depending on the terms of those Securities. The effect of this compounding of risks is likely to increase the volatility of the Securities and increase the possibility that a Holder of Securities loses some or all of their investment or does not receive the anticipated rate of return.

#### 4. LEGAL RISKS

(a) *Meetings of Holders*

The Conditions of the Securities contain provisions for calling meetings (including by way of conference call or by use of a video conference platform) of Holders of Securities to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Holders of

Securities, including Holders of Securities who did not attend and vote at the relevant meeting, Holders of Securities who did not consent to the written resolutions and Holders of Securities who voted in a manner contrary to the majority. While it is not possible to assess the likelihood that the Conditions will need to be amended during the term of the Securities by a meeting of the Holders of Securities, if a decision is adopted by a majority of Holders of Securities and such modifications impair or limit the rights of Holders of Securities, this may negatively affect the market value of the Securities.

(b) *Potential Conflicts of Interest*

BNP Paribas and BNP Paribas Financial Markets S.N.C. and/or any of their respective Affiliates or agents may engage in activities or arrangements in a range of capacities that may result in conflicts of interest between their own financial interests and those of any Holders of Securities, for example, by:

- (i) engaging in trading activities (including hedging activities) relating to the Underlying Reference or Reference Entity or Reference Securities or Charged Assets Issuer and other instruments or derivative products based on or relating to the Underlying Reference or Reference Entity or Reference Securities or Charged Assets Issuer of any Securities for their proprietary accounts or for other accounts under their management;
- (ii) underwriting future offerings of shares or other securities relating to an issue of Securities or acting as financial adviser or in a commercial banking capacity to certain companies or companies whose shares or other securities are included in a basket in respect of a Series of Securities;
- (iii) acting in a number of different capacities in relation to any Underlying Reference in respect of the Securities (including, but not limited to an underlying Index (including a Custom Index), including, but not limited to, as issuer of the constituents of the Index (or Custom Index, as the case may be), index sponsor or calculation agent);
- (iv) engaging in business, such as investing in, extending loans to, providing advisory services to, entering into financing or derivative transactions with a company that has issued shares or a debt instrument, a fund that has issued fund shares or units, an exchange traded instrument comprising the relevant Underlying Reference or a Reference Entity;
- (v) receiving a fee for performing any services or entering into any transactions described above;
- (vi) publishing research reports relating to any Underlying Reference or Reference Entity, which express views that are inconsistent with purchasing or holding the Securities;
- (vii) making determinations regarding the occurrence of various events in respect of the Securities and the applicable consequences in its role as Calculation Agent of the Securities.

Any of the conflicts of interest described above could have a material adverse effect on the value of the Securities and the return a Holder of the Securities can expect to receive on their Securities, as none of BNP Paribas and BNP Paribas Financial Markets S.N.C. and/or any of their respective Affiliates or agents and/or any of their respective Affiliates or agents, acting in any capacity, is required to have regard to the interests of the Holders of the Securities. Investors should also refer to the description of the role of the Calculation Agent in the "Investment Considerations" section below.

Following the intragroup merger of BNP Paribas Securities Services SCA ("**BP2S**") and BNPP, BNPP performs various agency roles in place of BP2S (including its branches in various jurisdictions) under the Programme. As a result, potential conflicts of interest may arise between these roles. Such potential conflicts of interests are mitigated using different management teams and information barriers within BNPP, but the possibility of conflicts of interest arising cannot be completely eliminated.

(c) *Change of law*

The Conditions of the Securities are based on English law in effect as at the date of this Base Prospectus. The possible impact of any judicial decision or change to an administrative practice or change to English law after the date of this Base Prospectus is unknown and any such change could materially adversely impact the value of any Securities affected by it.

(d) *Redemption or Cancellation of Securities (as applicable) in the event of illegality or impracticability*

If the Calculation Agent determines that the performance of the Issuer's obligations under the Securities has become illegal, impossible or impracticable in whole or in part for any reason, the Issuer may redeem the Securities early by paying to each Holder of Securities the Early Redemption Amount in respect of such Securities. Such redemption may result in an investor losing some or all of their investment in the Securities.

(e) *The implementation of the EU Bank Recovery and Resolution Directive could materially affect the Securities and their Holders*

Directive 2014/59/EU, as amended by Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 (the "**Bank Recovery and Resolution Directive**" or "**BRRD**") provides for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms. The BRRD has been implemented in France and Belgium and other jurisdictions by several legislative texts to provide relevant resolution authorities with, among other powers, a credible set of tools (the "**BRRD Resolution Tools**") to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of that institution's critical financial and economic functions, while minimising the impact of its potential failure on the economy and financial system.

Following a review of BRRD, Directive no. 2019/879/EU of the European Parliament and of the Council of 20 May 2019 amending Directive 2014/59/EU as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC ("**BRRD 2**") was adopted.

BRRD 2 has been transposed into French law and took effect from 28 December 2020.

In respect of Securities where BNPP is the Charged Assets Issuer or the Guarantor or any other Charged Assets Issuer is a party which is subject to BRRD (such party a "**BRRD Party**"), if BNPP or such other BRRD Party, as the case may be, is determined to be failing or likely to fail within the meaning of, and under the conditions set by the BRRD, and the relevant resolution authority applies any, or a combination, of the BRRD Resolution Tools (including, a sale of the business, the creation of a bridge institution, asset separation or bail-in), any shortfall from the sale of BNPP's assets or BRRD Party's assets, as the case may be, may lead to a partial reduction in the outstanding amounts of certain claims of unsecured creditors of that entity (including, as the case may be, the Reference Securities or the Guarantee), or, in a worst case scenario, a reduction to zero. The unsecured debt claims of BNPP (including, as the case may be, the Reference Securities or the Guarantee) or of a BRRD Party (including the Reference Securities) might also be converted into equity or other instruments of ownership, in accordance with the hierarchy of claims in normal insolvency proceedings, which equity or other instruments could also be subject to any future cancellation, transfer or dilution (such reduction or cancellation being first on common equity tier one instruments, thereafter the reduction, cancellation or conversion being on additional tier one instruments, then tier two instruments and other subordinated debts, then other eligible liabilities). The relevant resolution authority may also seek to amend the terms (such as varying the date for redemption) of any outstanding unsecured debt securities (including, as the case may be, the Reference Securities or the Guarantee).

Public financial support to resolve the Charged Assets Issuer (or the Guarantor, as the case may be) where there is a risk of failure will only be used as a last resort, after having assessed and applied the resolution tools above, including the bail-in tool, to the maximum extent possible whilst maintaining financial stability.

The exercise of any power under the BRRD by the relevant resolution authority or any suggestion that such powers may be exercised could materially adversely affect the rights of the Holders of Securities, the price or value of their investment in the Securities and/or the ability of the Charged Assets Issuer or the Guarantor, as the case may be, to satisfy its obligations under the Reference Securities or the Guarantee, respectively. As a result, Holders of Securities could lose all or a substantial part of their investment in the Securities.

The Issuer is not within scope of the BRRD because it is not a bank or investment firm or an affiliate of such. However, the exercise of any resolution power by a resolution authority vis-à-vis BNPP or, where a BRRD Party is the issuer of the Reference Securities or a deposit counterparty, such BRRD Party, including exercise of the bail-in tool, or any suggestion of any such exercise, could:

- (i) materially adversely affect the rights of the Holders of the Securities, the price or value of their investment in the Securities; and/or
- (ii) result in the cancellation or deferral of all, or a portion, of any close-out amount owed to the Issuer by BNPP under the Swap Agreement or under any Repurchase Agreement or Collateral Exchange Agreement entered into in connection with the Securities; and/or
- (iii) result in the cancellation or deferral of all, or a portion, of certain debt instruments which may be held by the Issuer as Reference Securities; and/or
- (iv) any applicable suspension power might prevent the Issuer from exercising any termination right under the Swap Agreement and/or any Repurchase Agreement or Collateral Exchange Agreement;
- (v) any applicable close out power might be exercised to enforce a termination of the Swap Agreement, the Repo Agreement and/or the Collateral Exchange Agreement and to value the transactions in respect of such agreements (which value may be different to the value that would have been determined by the Issuer, the Swap Counterparty, the Repo Counterparty or the Collateral Exchange Counterparty (as the case may be)); and/or
- (vi) impair the ability of the Issuer to satisfy its obligations under the Securities.

The occurrence of any one or more of the above circumstances could lead to Holders of the Securities losing some or all of the value of their investment in such Securities.

(f) *French Insolvency Law*

BNPP is a *société anonyme* with its corporate seat in France. In the event that BNPP becomes insolvent, insolvency proceedings will generally be governed by the insolvency laws of France to the extent that, where applicable, the "centre of main interests" (as construed under Regulation (EU) 2015/848, as amended) of BNPP is located in France.

Directive (EU) 2019/1023 on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt, and amending Directive (EU) 2017/1132 has been transposed into French law by *Ordonnance* 2021-1193 dated 15 September 2021. Such *ordonnance*, which has applied since 1 October 2021, amends French insolvency laws notably with regard to the process of adopting restructuring plans under insolvency proceedings. According to this *ordonnance*, "affected parties" (including in particular creditors, and therefore the Holders of Securities) shall be treated in separate classes which reflect certain class formation criteria for the purpose of adopting a restructuring plan. Classes will be formed in such a way that each class comprises claims or interests with rights that reflect a sufficient common interest based on verifiable criteria. Holders of Securities will no longer deliberate on the proposed restructuring plan in a separate assembly, meaning that they will no longer benefit from a specific veto power on this plan. Instead, Holders of Securities will be treated in the same way as other affected parties and will be grouped into one or more classes (potentially including other types of creditors) and their dissenting vote may be overridden by a cross-class cram down.



Neither the scope of Directive (EU) 2019/1023 nor the scope of the ordonnance cover financial institutions, unless the competent authority chooses to make them applicable. As a consequence, the application of French insolvency law to a credit institution, such as BNPP is also subject to the prior permission of the *Autorité de contrôle prudentiel et de résolution* before the opening of any safeguard, judicial reorganisation or liquidation procedures. This limitation will affect the ability of the Holders of Securities to recover their investments in the Securities.

The commencement of insolvency proceedings against BNPP would have a material adverse effect on the market value of Securities guaranteed by BNPP or where the Charged Assets Issuer or the Swap Counterparty is BNPP. As a consequence, any decisions taken by a class of affected parties could negatively and significantly impact the Holders of Securities and could result in a loss of some or all of their investment, should they not be able to recover some or all of the amounts due to them from BNPP where the Securities are guaranteed by BNPP or should the Issuer not be able to recover some or all of the amounts due to it from BNPP where BNPP is the Charged Assets Issuer.

- (g) *The regulation and reform of "benchmarks" may adversely affect the value of Securities linked to or referencing such "benchmarks"*

A number of major interest rates (including the Euro Interbank Offered Rate ("**EURIBOR**")), other rates, indices and other published values or benchmarks are the subject of recent national, international and other regulatory guidance and proposals for reform. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the value of and return on Securities linked to any such value or benchmark.

The Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (as amended, the "**EU Benchmarks Regulation**") is a key element of ongoing regulatory reform in the EU and has applied, subject to certain transitional provisions, since 1 January 2018. In addition to so-called "critical benchmark" indices, such as EURIBOR, other interest rates, foreign exchange rates, and indices, including equity, commodity and "proprietary" indices or strategies, will in most cases be within scope of the EU Benchmarks Regulation as "benchmarks" where they are used to determine the amount payable under, or the value of, certain financial instruments (including securities listed on an EU or UK regulated market, EU multilateral trading facility ("**MTF**"), EU organised trading facility ("**OTF**") or via a systematic internaliser). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Benchmarks Regulation**") is the relevant regulatory regime applicable to, among other things, the provision of benchmarks and the use of a benchmark in the UK.

The EU Benchmarks Regulation applies to the contribution of input data to a benchmark, the administration of a benchmark, and the use of a benchmark in the EU. Amongst other things, the EU Benchmarks Regulation requires EU benchmark administrators to be authorised or registered as such and to comply with extensive requirements relating to benchmark administration. It also prohibits certain uses by EU supervised entities of (a) benchmarks provided by EU administrators which are not authorised or registered in accordance with the EU Benchmarks Regulation and (b) benchmarks provided by non-EU administrators where (i) the administrator's regulatory regime has not been determined to be "equivalent" to that of the EU, (ii) the administrator has not been recognised in accordance with the EU Benchmarks Regulation, or (iii) the benchmark has not been endorsed in accordance with the EU Benchmarks Regulation. Similarly, the UK Benchmarks Regulation prohibits the use of in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the Financial Conduct Authority (the "**FCA**") or registered on the FCA register (or, if not based in the UK, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material adverse impact on any Securities for which a request for admission to trading on a trading venue has been made, or which are traded on a trading venue or via a "systematic internaliser" linked to, referencing or otherwise dependent (in whole or in part) upon a "benchmark" for the purposes of the EU Benchmarks Regulation and/or UK Benchmarks Regulation, as applicable.

Any of the above changes or any other consequential changes to any benchmark may result in:

- the level of the published rate or the level of the "benchmark" or the volatility of the published rate or level being adversely affected;
- an increase in the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with such regulations or requirements;
- the "benchmark" (including certain currencies or tenors of benchmarks) being discontinued or otherwise unavailable, which may result in the rate of interest in respect of the Securities (if any) being determined based on any applicable fallback provisions;
- the methodology or other terms of the benchmark being changed in order to comply with regulatory requirements;
- the occurrence of an Administrator/Benchmark Event (as further described under "*Risks associated with the occurrence of an Administrator/Benchmark Event*" below); or
- have other adverse effects or unforeseen consequences.

Any such consequences could have a material adverse effect on the value of and return on any Securities and/or could lead to the Securities being de-listed, adjusted, redeemed early following the occurrence of an Administrator/Benchmark Event, subject to discretionary valuation or adjustment by the Calculation Agent or otherwise impacted depending on the particular "benchmark" and the applicable terms of the Securities. This could also negatively affect the liquidity of the Securities and a Holder of Securities' ability to sell their Securities in the secondary market.

The EU Benchmarks Regulation was further amended by Regulation (EU) 2021/168 of the European Parliament and of the Council of 10 February 2021 which introduces a harmonised approach to deal with the cessation or wind-down of certain benchmarks (such as EURIBOR) by conferring the power to designate a statutory replacement for said benchmarks on the European Commission or the relevant national authority in certain circumstances, such replacement being limited to contracts and financial instruments (such as certain Securities) which contain no fallback provision or no suitable fallback provisions and where certain trigger events relating to non-representativeness or cessation or wind down of the benchmark are met. In general, parties can opt out of the statutory replacement where all parties, or the required majority of parties, to a contract or financial instrument have agreed to apply a different replacement for a benchmark before or after entry into force of the implementing act. A statutory replacement benchmark could have a negative impact on the value or liquidity of, and return on, certain Securities linked to or referencing such benchmark and may not operate as intended at the relevant time or may perform differently from the discontinued or otherwise unavailable benchmark.

In addition Regulation (EU) 2021/168 is subject to further development through delegated regulations and the transitional provisions applicable to third-country benchmarks have been extended until the end of 2025 by Commission Delegated Regulation (EU) 2023/2022 of 14 July 2023. There are therefore still details to be clarified in relation to the potential impact of these legislative developments. For example, there are proposals to further reform the EU Benchmarks Regulation (and significantly narrow the range of benchmarks to which it applies), but these changes are not in agreed form and are not expected to apply until 2026. Accordingly, there may be a risk that a statutory replacement benchmark may be designated if, for instance, a replacement benchmark determined in accordance with the fallback provisions is deemed unsuitable as its application no longer reflects or significantly diverges from the underlying market or the economic reality that the benchmark in cessation is intended to measure (and where certain other conditions are satisfied, including one of the parties objecting to the contractually agreed fallback).

(h) *Risks associated with the occurrence of an Administrator/Benchmark Event*

If specified as an Optional Additional Disruption Event in the applicable Final Terms, the occurrence of an Administrator/Benchmark Event (as more fully described in the "*Investment Considerations*" section below) may lead to redemption, cancellation or adjustment of the Securities. Any such adjustment or redemption or cancellation of the Securities following the occurrence of an

Administrator/Benchmark Event may have an adverse effect on the value and liquidity of such Securities and accordingly the amount Holders of Securities can expect to receive in respect of their investment.

- (i) *The implementation of SOFR Replacement Conforming Changes could adversely affect Holders of Securities*

Under the fallback provisions applicable to Securities that pay amount determined by reference to the Secured Overnight Financing Rate ("**SOFR**") (whether a compounded rate or the SOFR Index), if a particular SOFR Replacement or SOFR Replacement Adjustment cannot be determined, then the next-available SOFR Replacement or SOFR Replacement Adjustment will apply. These replacement rates and adjustments may be selected or formulated by (i) the Relevant Governmental Body, (ii) ISDA or (iii) in certain circumstances, the Calculation Agent and/or the Replacement Rate Determination Agent or Replacement Underlying Rate Determination Agent, as the case may be.

In addition, the fallback provisions permit the Replacement Rate Determination Agent or Replacement Underlying Rate Determination Agent, as the case may be, to make certain changes with respect to, among other things, the timing and frequency of determining rates and making payments of interest. The application of a SOFR Replacement and SOFR Replacement Adjustment and any implementation of SOFR Replacement Conforming Changes could reduce the amount payable in respect of the Securities, which could adversely affect the return on, value of and market for the Securities. Furthermore, the characteristics of any SOFR Replacement may not be similar to the then-current SOFR benchmark that it is replacing and/or any SOFR Replacement may not produce the economic equivalent of the then-current SOFR benchmark that it is replacing.

- (j) *The discontinuation of Interbank Offered Rates may adversely affect the value of the Securities*

Notes and Certificates may reference EURIBOR or STIBOR as a floating rate and Securities may reference EURIBOR as an Underlying Interest Rate in accordance with the provisions of Annex 9 - Additional Terms and Conditions for Underlying Interest Rate Linked Securities.

London Interbank Offered Rates ("**LIBOR**"), across all tenors and currencies have either ceased entirely or become non-representative. New issuances of products referencing LIBOR are no longer permitted (except in very limited circumstances) and relevant authorities are strongly encouraging the transition away from Interbank Offered Rates ("**IBORs**"), such as EURIBOR. A number of "risk free rates" have been identified to take the place of such IBORs as primary benchmarks. This includes in particular for EURIBOR, Euro Short-Term Rate ("**€STR**") as the new euro risk free rate.

The reforms and eventual replacement of EURIBOR with €STR may cause EURIBOR to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted.

Investors in such Securities referencing EURIBOR or the Stockholm interbank offered rate ("**STIBOR**") face the risk that such rate will be discontinued or otherwise unavailable during the term of their Securities, in which case the rate of interest on the Securities will be determined for the relevant period by the fall-back provisions applicable to the Securities. Depending on the manner in which EURIBOR or STIBOR is to be determined under the Terms and Conditions, this may in certain circumstances result in (i) the application of a backward looking, risk free overnight rate, whereas EURIBOR or STIBOR is expressed on the basis of a forward looking term and includes a risk element based on inter bank lending, (ii) result in the effective application of a fixed rate based on the rate which applied in the previous period when EURIBOR or STIBOR was available, or (iii) be determined by reference to an alternative rate selected by an institution with authority consistent with industry accepted standards or, in the absence of such alternative rate, by a third party agent appointed by the Calculation Agent. As the replacement rate will not be identical to the original rate (and may not be comparable), any of the foregoing circumstances could have a significant adverse effect on the value or liquidity of, and return on, the Securities. In addition, any Holders of such Securities that enter into hedging instruments based on the original replacement reference rate may find their hedges to be ineffective, and they may incur costs replacing such hedges with instruments tied to the new replacement reference rate.

- (k) *The market continues to develop in relation to SONIA, SOFR, €STR, SARON and TONA as reference rates for Securities that pay a floating rate of interest and/or as Underlying Interest Rates*

Where the applicable Final Terms specifies that the Rate of Interest, Rate or the Underlying Interest Rate in respect of the Securities will be determined by reference to SONIA, SOFR, €STR, SARON or TONA, the Rate of Interest, Rate or the Underlying Interest Rate will be determined by reference to the Compounded Daily SONIA (including on the basis of the SONIA Index published by the relevant administrator or other information service specified in the applicable Final Terms), Weighted Average SONIA, Compounded Daily SOFR (including on the basis of the SOFR Index published on the NY Federal Reserve Website), SOFR Arithmetic Mean, Compounded Daily €STR, Compounded Daily SARON or Compounded Daily TONA, as specified in the applicable Final Terms.

The ongoing development of compounded daily SONIA, SOFR, €STR, SARON and TONA as reference rates in the capital markets, as well as continued development of SONIA-, SOFR-, €STR-, SARON- and TONA-based rates for such markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any Securities that reference a SONIA, SOFR, €STR, SARON or TONA rate, as applicable. The market, or a significant part thereof, may adopt an application of SONIA, SOFR, €STR, SARON or TONA that differs significantly from that set out in the Conditions and used in relation to Securities that pay an amount by reference to a SONIA, SOFR, €STR, SARON or TONA rate issued under this Base Prospectus.

- (l) *Investors will not know in advance the interest amount payable on Securities which is calculated by reference to such rates*

Interest on Securities which reference a SONIA, SOFR, €STR, SARON or TONA rate for the determination of the Rate of Interest or Rate is only capable of being determined at the end of the relevant Interest Period and shortly prior to the relevant Interest Payment Date.

Since SONIA, SOFR, €STR, SARON and TONA are overnight funding rates, interest on Securities that reference such rates with Interest Periods longer than overnight will be calculated on the basis of:

- (a) in the case of SONIA, (i) the weighted average mean of SONIA over the relevant Observation Lookback Period in respect of an Interest Period or where SONIA is fixed for a certain number of days prior to the end of the relevant Interest Period, (ii) a compounded SONIA (x) in respect of the Interest Period, provided that the SONIA used as the basis for calculation is that which was published a specified number of days prior or (y) in respect of a period that starts a specified number of days prior to the relevant Interest Period and ends the same specified number of days prior to the end of such Interest Period or (iii) calculated by reference to the SONIA Index published by the administrator of the SONIA reference rate;
- (b) in the case of SOFR, (i) the arithmetic mean of SOFR over the relevant Interest Period, where the SOFR is fixed for a certain number of days prior to the end of such Interest Period, (ii) a compounded SOFR (x) in respect of the Interest Period, provided that the SOFR used as the basis for calculation is that which was published a specified number of days prior or (y) in respect of a period that starts a specified number of days prior to the relevant Interest Period and ends the same specified number of days prior to the end of such Interest Period or (iii) calculated by reference to the SOFR Index published on the NY Federal Reserve Website;
- (c) in the case of €STR, a compounded €STR (x) in respect of the Interest Period, provided that €STR used as the basis for calculation is that which was published a specified number of days prior or (y) in respect of a period that starts a specified number of days prior to the relevant Interest Period and ends the same specified number of days prior to the end of such Interest Period;

- (d) in the case of SARON, a compounded SARON in respect of a period that starts a specified number of days prior to the relevant Interest Period and ends the same specified number of days prior to the end of such Interest Period; or
- (e) in the case of TONA, a compounded TONA (i) in respect of the Interest Period, provided that the TONA used as the basis for calculation is that which was published a specified number of days prior to the observation date or (ii) in respect of a period that starts a specified number of days prior to the relevant Interest Period and ends the same specified number of days prior to the end of such Interest Period.

It may be difficult for investors in Securities that reference a SONIA, SOFR, €STR, SARON or TONA rate to estimate reliably the amount of interest that will be payable on such Securities, which could be lower than expected or adversely impact the liquidity of such Securities. In contrast to Securities that pay a floating rate of interest referencing a term rate such as EURIBOR, if Securities referencing compounded daily or single daily SONIA, SOFR, €STR, SARON or TONA are redeemed early and accrued interest is payable on such redemption in respect of a period which is not an Interest Period, the final Rate of Interest payable in respect of such Securities will only be determined at the due date for redemption.

In addition, the manner of adoption or application of SONIA, SOFR, €STR, SARON or TONA reference rates in the Eurobond markets may differ materially compared with the application and adoption of SONIA, SOFR, €STR, SARON or TONA in other markets, such as the derivative and loan markets. Any such mismatch between the adoption of SONIA, SOFR, €STR, SARON or TONA reference rates across these markets may adversely impact any hedging or other financial arrangements which a Holder of Securities has in connection with any acquisition, holding or disposal of any Securities referencing a SONIA, SOFR, €STR, SARON or TONA rate and could have a material adverse impact on such Holders of Securities' investments.

To the extent the SONIA, SOFR, €STR, SARON, or TONA rate is not published, the applicable rate to be used to calculate the Rate of Interest or Rate in respect of an Interest Period or the Underlying Interest Rate in respect of the Underlying Interest Determination Date, will be determined using the fallback provisions set out in the Conditions (in the case of a Rate of Interest or Rate) or the Underlying Interest Rate Linked Conditions (in the case of an Underlying Interest Rate). Any of these fallback provisions may result in payments to Holders of Securities that are lower than, or do not otherwise correlate over time with, the payments that would have been made on the Securities if the SONIA, SOFR, €STR, SARON or TONA rate had been published as expected as of the Issue Date of the Securities. In addition, application of the fallback provisions in respect of the Rate of Interest or Rate may result in the effective application of a fixed rate of interest in respect of the Securities.

- (m) *Any failure of SOFR to gain market acceptance could adversely affect Holders of Securities that pay an amount determined by reference to SOFR*

Holders of Securities that pay an amount determined by reference to SOFR are exposed to the risk that such rate may not be widely accepted in the market. The risk of this occurring is mitigated by the fact that SOFR was developed for use in certain U.S. dollar derivatives and other financial contracts as an alternative to LIBOR in part because it is considered to be a good representation of general funding conditions in the overnight U.S. Treasury repo market. However, as a rate based on transactions secured by U.S. Treasury securities, it does not measure bank-specific credit risk and, as a result, is less likely to correlate with the unsecured short-term funding costs of banks. This may mean that market participants would not consider SOFR to be a suitable substitute or successor for all of the purposes for which LIBOR historically has been used (including, without limitation, as a representation of the unsecured short-term funding costs of banks), which may, in turn, lessen its market acceptance. Any failure of SOFR to gain or maintain market acceptance could adversely affect the return on, value of and market for Securities that pay an amount determined by reference to SOFR. Investors may be exposed to the risk that SOFR-linked Securities could prove difficult to sell, potentially preventing any sale at all or necessitating a sale at prices that will not provide a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

(n) *Withholding may be required on U.S. dividend equivalents*

Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended imposes a 30 per cent. withholding tax on payments to non-U.S. holders in respect of amounts attributable to U.S. source dividends that are paid or "deemed paid" under certain financial instruments if certain conditions are met (such instruments, "**Specified Securities**"). If the 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 and investors may receive less than they would have received absent such withholding. Prospective investors should refer to the section "*Taxation – U.S. Dividend Equivalent Withholding*."

For the purposes of withholding under the U.S. Foreign Account Tax Compliance Act, commonly known as FATCA, Specified Securities are subject to a different grandfathering rule than other Securities. Prospective investors should refer to the section "*Taxation – Foreign Account Tax Compliance Act*".

(o) *Risks associated with credit risk retention*

The Securities sold as part of the initial distribution of any Securities may not be purchased by any person except for persons that are not "U.S. persons" as defined in the U.S. Risk Retention Rules, or "Risk Retention U.S. Persons". "**U.S. Risk Retention Rules**" means Regulation RR (17 C.F.R Part 246) implementing the risk retention requirements of Section 15G of the U.S. Securities Exchange Act of 1934, as amended. It is not certain whether the foreign transaction safe harbor exemption from the U.S. Risk Retention Rules will be available. Failure of the offering to comply with the U.S. Risk Retention Rules (regardless of the reason for the failure to comply) could give rise to regulatory action which may adversely affect the Securities. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation markets generally is uncertain, and a failure by a transaction to comply with the U.S. Risk Retention Rules could negatively affect the market value and secondary market liquidity of the Securities.

(p) *Risks associated with being an AIF*

EU Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**") seeks to regulate the activities of alternative investment fund managers ("**AIFMs**") who are (i) established in the EU and manage alternative investment funds ("**AIFs**") (whether the AIFs are established in the EU or not), or (ii) established outside the EU but who manage AIFs that are established in the EU, or (iii) AIFMs that are established outside the EU but who manage AIFs that are established outside the EU but which AIFs are marketed in the EU. If the Issuer is deemed to be an AIF, it must have a designated AIFM with responsibility for portfolio and risk management, who would need to be appropriately regulated. In addition, if an Issuer is deemed to be an AIF (which may be determined by reference to any transactions it has entered into) it will be classified as a "financial counterparty" under the European Markets and Infrastructure Regulation (Regulation 648/2012) and may be required to comply with clearing obligations or other risk mitigation techniques with respect to derivatives transactions including obligations to post margin to any central clearing counterparty or market counterparty. This could significantly raise the costs of entering into OTC derivative contracts and may adversely affect the Issuer's ability to engage in transactions in OTC derivatives. As a result of such increased costs or increased regulatory requirements, investors may receive less interest or return, as the case may be. If the Issuer is deemed to be an AIF where Compartment Regulatory Event is an applicable Early Redemption Event for the relevant Securities, the Issuer may redeem the Securities early by paying to each Holder of Securities the Early Redemption Amount in respect of such Securities. Such redemption may result in an investor losing some or all of their investment in the Securities.

(q) *Risks associated with Compartment Regulatory Event*

Where Compartment Regulatory Event is specified to be an applicable Early Redemption Event in the applicable Final Terms and the Calculation Agent determines that such event has occurred (which may include a change in relevant regulations or laws applying to the Issuer or the Swap Counterparty or regulations coming into force or being interpreted in a different way and this having a material adverse effect of the Issuer or the Swap Counterparty or, where applicable, leading to

materially increased costs for the Swap Counterparty or the Issuer or the Issuer being required to clear any derivatives transaction entered into connection with the Notes with a central clearing counterparty or the Issuer and the Swap Counterparty are required to provide collateral or any form of initial or variation margin to the other in addition to that (if any) contemplated on the Trade Date or the Issuer is deemed to constitute an AIF or would be as a result of its involvement in the Securities or any Swap Agreement (see "*Risks associated with being an AIF*" above)), then the Issuer may redeem the Securities early by paying to each Holder of Securities the Early Redemption Amount in respect of such Securities. Such redemption may result in an investor losing some or all of their investment in the Securities.

**5. RISKS RELATING TO THE UNDERLYING REFERENCE(S) AND DISRUPTION AND/OR ADJUSTMENT MECHANISMS**

**(a) *Risks associated with Underlying Reference Securities***

Securities issued under this Base Prospectus may be linked to the performance of one or more Underlying Reference(s) (as further described in the "*Investment Considerations*" section below) (such Securities, "**Underlying Reference Securities**"). Depending on the terms of the Underlying Reference Securities, the amount payable on redemption or settlement or in interest will be determined by reference to the value of one or more Underlying References specified in the applicable Final Terms. If an Underlying Reference does not perform as expected, this will have a material adverse impact on the amounts (if any) that Holders of Securities will receive in respect of the Securities and there is a risk that may also negatively affect the value of the Securities.

**(b) *Absence of rights in respect of the Underlying Reference(s)***

The 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 of Securities will not have any right of recourse under the Securities to any such Underlying Reference (or any issuer, sponsor, manager or other connected person in respect of an Underlying Reference). The 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 and there is a risk that such consequences may have a negative impact on Holders of Securities. Investors in Physical Delivery Securities should also refer to "*Risks associated with Physical Delivery Securities*" below.

**(c) *Risks associated with Physical Delivery Securities***

If the Securities are Physical Delivery Securities or in the case of Credit Linked Securities that provide for physical delivery or are Securities that provide for physical delivery of the Reference Securities upon the occurrence of an Early Redemption Event or a Physical Delivery Event, Holders of Securities will only obtain a direct investment in the Underlying Reference or the relevant assets, in the case of Credit Linked Securities or the Reference Securities upon the occurrence of an Early Redemption Event or a Physical Delivery Event (where applicable) and have a right to participate in any voting, dividends, distributions or other rights of the Underlying Reference or the relevant assets, in the case of Credit Linked Securities or the Reference Securities, as the case may be, upon delivery of the Entitlement or the relevant assets, in the case of Credit Linked Securities. Holders of Physical Delivery Securities or physically settled Credit Linked Securities are exposed to the risk that the market value of the Entitlement or the relevant assets, in the case of Credit Linked Securities is less than the market value of the Securities and Holders of Securities may not subsequently be able to realise any cash value from the assets comprising the Entitlement or the relevant assets, in the case of Credit Linked Securities or the Reference Securities (where applicable). This risk is increased if the assets comprising the Entitlement or the relevant assets, in the case of Credit Linked Securities or the Reference Securities, as the case may be, have a nexus with an emerging market (see "*Additional risks associated with Securities with a nexus to emerging markets*" above).

In the case of Physical Delivery Securities, if a Settlement Disruption Event occurs or exists on the Settlement Date or the Redemption Date or Maturity Date respectively, settlement will be postponed until the next Settlement Business Day in respect of which there is no Settlement Disruption Event. The Issuer in these circumstances also has the right to pay the Disruption Cash Settlement Price or

Disruption Cash Redemption Amount (as defined below) in lieu of delivering the Entitlement. There is a risk that the Disruption Cash Settlement Price or Disruption Cash Redemption Amount may be less than the fair market value of the Entitlement and could be less than the return that the investor had anticipated.

(d) *The value of Underlying References may be subject to market fluctuations*

Depending on the Underlying Reference, the value of a Holder of Securities' investment in Underlying Reference Securities, may be significantly adversely affected by the negative impact of market fluctuations caused by economic and political developments, changes in interest rates and perceived trends in the prices of securities.

(e) *Interest linked to an Underlying Reference*

In the case of Linked Interest Securities, where the amount of interest payable is determined by reference to the performance of an Underlying Reference or a basket of Underlying References, Holders of Securities are subject to the following risks:

- (i) the market price of such Securities may be volatile, and so Holders of Securities may only be able to sell their Securities in the secondary market at a loss (if they are able to sell at all);
- (ii) they may receive no interest;
- (iii) payment of interest may occur at a different time or in a different currency than expected, which could negatively affect the value of the Securities;
- (iv) an Underlying Reference may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the yield may be less than other comparable investments;
- (v) if an Underlying Reference in a basket has a disproportionately greater weighting compared to other basket components or a weighting greater than one or contains some other leverage factor, the effect of changes in the value of such Underlying Reference on interest payable will be magnified and could magnify any loss of interest that Holders of Securities would experience compared to an investment in Securities without such features; and
- (vi) interest may only be payable and/or calculated in respect of certain specified days and/or periods on or during which the Underlying Reference or its value equals, exceeds and/or is less than certain specified thresholds and if such conditions are not satisfied, Holders may not receive any interest, thus negatively affecting the Holder's overall yield.

(f) *Investment decision based on publicly available information*

Holders of Securities are required to make their investment decision on the basis of information that is publicly available. Therefore, Holders of Securities are exposed to the risk that information that is subsequently made public could adversely affect the trading price of the Underlying Reference(s), which could have a significant adverse impact on the value of the Securities.

(g) *Risks associated with the occurrence of Additional Disruption Events and/or Optional Additional Disruption Events*

If an Additional Disruption Event occurs or any Optional Additional Disruption Event specified in the applicable Final Terms occurs (other than in respect of a Failure to Deliver due to Illiquidity), the Securities may be subject to adjustment (including, in the case of Share Linked Securities linked to a Basket of Shares, adjustments to the Basket of Shares), early redemption or the amount payable on scheduled redemption may be different from the amount expected to be paid at scheduled redemption. In the case of Index Linked Securities linked to a Custom Index, the occurrence of an Additional Disruption Event or Optional Additional Disruption Event specified in the applicable Final Terms may lead to the selection of a successor Index. Any of these consequences is likely to



have a material adverse effect on the value and liquidity of the Securities and/or the return a Holder of Securities can expect to receive on their investment.

- (h) *The occurrence of a Disrupted Day may have an adverse effect on the value and liquidity of the Index Linked Securities, Share Linked Securities, ETI Linked Securities or Debt Linked Securities*

If, in the determination of the Calculation Agent, a Market Disruption Event has occurred (as described in the Index Linked Conditions, Share Linked Conditions, ETI Linked Conditions or Debt Linked Conditions) or the relevant exchange has not opened on a date for valuation in respect of an issue of Index Linked Securities, Share Linked Securities, ETI Linked Securities or Debt Linked Securities (a "**Disrupted Day**"), any consequential postponement of the valuation date, or any alternative provisions for valuation provided in any Securities in respect of an Underlying Reference (including any Underlying Reference comprising a basket), which delays the determination of the final level, value, price or amount of the index, share, ETI interest, debt instrument, commodity or commodity index and which could also cause a delay in the payment of any Final Redemption Amount or Cash Settlement Amount (as applicable), may have an adverse effect on the value and liquidity of such Securities, particularly if the Redemption Date, Settlement Date or Maturity Date of the Securities is postponed as a consequence.

- (i) *Additional risks associated with Index Linked Securities*

Index Linked Securities are linked to the performance of an underlying index (an "**Index**"), which may reference various asset classes including, but not limited to, equities, bonds, currency exchange rates or property price data, or could reference a combination of such asset classes. Investors in Index Linked Securities face the risk of a broader set of circumstances that mean that the assets underlying the Index (whether referring to some or all of such asset classes) do not perform as expected compared to an investment in other types of debt securities or a direct investment in the relevant assets underlying the Index. Accordingly, there is a risk that the return on an investment in Index Linked Securities could be less than an investment in other types of debt securities or a direct investment in the relevant assets underlying the Index. The terms and conditions relevant to Index Linked Securities (other than Index Linked Securities that are linked to the performance of a Custom Index (as defined below)) are set out in Index Linked Conditions 1 to 4.

In the case of Index Linked Securities that are linked to the performance of a proprietary index (a "**Custom Index**"), the components of the Custom Index may be selected by an independent third party and thereafter may be subject to modification, reallocation and/or rebalancing from time to time.

Such independent third parties, including any index allocation agent, will have no regard to the interests of Holders of Securities and any such selection, modification, reallocation and/or rebalancing could negatively affect the performance of a Custom Index and the value of the Index Linked Securities. As the components of a Custom Index may at any time comprise assets including, but not limited to, shares, exchange traded interests and indices, investors should also refer to the risks described under "*Additional risks associated with Share Linked Securities*", "*Additional risks associated with ETI Linked Securities*" and "*Additional risks associated with Index Linked Securities*", which set out the risks associated with such potential component types. The terms and conditions relevant to Index Linked Securities that are linked to the performance of a Custom Index are set out in Index Linked Conditions 5 to 8 (in the case of a Custom Index that is not an Equity Custom Index or a Commodity Custom Index), Index Linked Conditions 9 to 13 (in the case of an Equity Custom Index) or Index Linked Conditions 14 to 18 (in the case of a Commodity Custom Index).

- (j) *The occurrence of an Index Adjustment Event may adversely impact holders of Index Linked Securities*

Following a modification to the methodology of the Index (an index modification), a permanent cancellation of the Index (an index cancellation) or if the Index Sponsor fails to calculate or publish the level of the Index on a relevant date for valuation (an or a disruption event occurs in respect of an index component (an index disruption)) (each such event being an "**Index Adjustment Event**" or a "**Custom Index Adjustment Event**"), as more fully described in the Index Linked Conditions

may 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 Securities), (ii) early redemption of the Securities or (iii) the amount payable on scheduled redemption of the Securities being different from the amount expected to be paid at scheduled redemption. Any such adjustment or early redemption of the Index Linked Securities may have an adverse effect on the value and liquidity of such Securities and accordingly the amount Holders of Securities can expect to receive on their investment.

- (k) *The occurrence of a Custom Index Low Closing Trigger Event or an Outstanding Securities Trigger Event may adversely impact Holders of Index Linked Securities*

If Custom Index Low Closing Trigger Event is specified as applicable in the applicable Final Terms in respect of the Index Linked Securities, and the Closing Level of the Custom Index falls below a pre-determined barrier, the Issuer may early redeem the Index Linked Securities at the Early Redemption Amount, which may have an adverse effect on the value and liquidity of such Securities and accordingly the amount Holders of Securities can expect to receive on their investment.

If Outstanding Securities Trigger Event is specified as applicable in the applicable Final Terms in respect of the Index Linked Securities, and the total number of Securities then outstanding falls below a pre-determined barrier, the Issuer may redeem the Index Linked Securities early at their Early Redemption Amount, which may have an adverse effect on the value and liquidity of such Securities and accordingly the amount Holders of Securities can expect to receive on their investment.

- (l) *Additional risks associated with Share Linked Securities*

Unlike a direct investment in any Share(s), Stapled Share(s), GDR(s) and/or ADR(s) comprising the Underlying Reference(s) (together the "**Share(s)**"), an investment in Share Linked Securities does not entitle Holders of Securities to vote or receive dividends or distributions (unless otherwise specified in the Final Terms). Accordingly, the return on Share Linked Securities will not be the same as a direct investment in the relevant Share(s) and Holders of Securities could receive less than they would have done on a direct investment.

- (m) *An adjustment to Share Linked Securities following a Potential Adjustment Event may adversely impact Holders of Securities*

In the case of Share Linked Securities following the declaration by the Basket Company or Share Company, as the case may be (or, in the case of Stapled Shares, an issuer of each constituent share comprising the Stapled Shares), of the occurrence of any Potential Adjustment Event, the Calculation Agent will, acting in good faith and in a commercially reasonable manner, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares (or the Stapled Shares, as the case may be) and, if so, will make the corresponding adjustment, if any, to any terms of the Securities as the Calculation Agent acting in good faith and in a commercially reasonable manner 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 (or the relevant Stapled Shares, as the case may be)). Such adjustment may have an adverse effect on the value and liquidity of the affected Share Linked Securities and accordingly the amount Holders of Securities can expect to receive on their investment.

- (n) *The occurrence of Extraordinary Events relating to Share Linked Securities may adversely impact Holders of Securities*

An Extraordinary Event will occur upon a De-Listing, Insolvency, Merger Event, Nationalisation, Stapling, Tender Offer (unless Tender Offer is specified as not applicable in the applicable Final Terms) or (if specified in the applicable Final Terms), Illiquidity, Listing Change, Listing Suspension or CSR Event (each as defined in the Share Linked Conditions) in relation to a Share. If an Extraordinary Event occurs, (i) the Calculation Agent may make adjustments to any of the terms of the Share Linked Securities (including, in the case of Share Linked Securities linked to a Basket of Shares, adjustments to and/or substitution of constituent shares of the Basket of Shares), (ii) the

Issuer may early redeem the Share Linked Securities in whole or (in the case of Share Linked Securities linked to a Basket of Shares) in part at the Early Redemption Amount or (iii) the Calculation Agent may make an adjustment to any terms of the Share Linked Securities by reference to the corresponding adjustment(s) made by the relevant exchange(s) or quotation system(s) on which options on the affected Shares are traded.

An adjustment to the Share Linked Securities may have an adverse effect on the value and liquidity of the affected Share Linked Securities and accordingly the amount Holders of Securities can expect to receive on their investment. If the Share Linked Securities are early redeemed, 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 Securities being redeemed and may only be able to do so at a significantly lower rate, and the reinvestment risk associated with other investments may only be known at the time at which the relevant proceeds are reinvested. Consequently, the occurrence of an Extraordinary Event in relation to a Share may have an adverse effect on the value or liquidity of the Securities and accordingly the amount Holders of Securities can expect to receive on their investment.

(o) *Additional risks associated with ETI Linked Securities*

An investment in ETI Linked Securities carries similar risks to an investment in Share Linked Securities or Fund Linked Securities. An exchange traded instrument (an "ETI") may invest using sophisticated techniques, such as leverage or short selling or in complex financial instruments such as derivatives (swaps, options, futures), securities lending transactions, repurchase or reverse repurchase agreements or foreign exchange instruments. If the investment strategy of the ETI is not successful it will have a negative impact upon the performance of the ETI, and consequently, could have a negative impact on the value of the ETI Linked Securities and the return investors may receive. None of the Issuer, the Guarantor (if any), the Swap Counterparty 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 ETI. Holders of ETI Linked Securities have no right to participate in the ETI, whether by voting or in any distributions. Accordingly, the return a Holder of ETI Linked Securities receives could be less (and could be significantly less) than a direct investment in an ETI. This effect could be amplified if the ETI Share Provisions are specified as not applicable in the applicable Final Terms and the value of the ETI is linked to the NAV per ETI Interest, the trading price of the ETI or the actual redemption proceeds the Hedge Provider or a hypothetical investor in the relevant ETI(s) would receive.

(p) *An adjustment to ETI Linked Securities following a Potential Adjustment Event may adversely impact Holders of Securities*

In the case of ETI Linked Securities, following the declaration by the relevant ETI or any person appointed to provide services directly or indirectly in respect of such ETI, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, acting in good faith and in a commercially reasonable manner, 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 Securities as the Calculation Agent acting in good faith and in a commercially reasonable manner 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). Such adjustment may have an adverse effect on the value and liquidity of the affected ETI Linked Securities, and accordingly, the amount Holders of Securities can expect to receive on their investment.

(q) *The occurrence of an Extraordinary ETI Event may have an adverse impact on Holders of Securities*

An Extraordinary ETI Event will occur as a result of events including (a) a merger of the ETI Interests or the ETI or ETI Related Party with other ETI Interests or another entity, an entity obtaining a controlling stake in the ETI or ETI Related Party or the insolvency of the ETI or any ETI Related Party (Global Events), (b) material litigation or allegations of criminal or fraudulent activity in respect of the ETI or ETI Related Party (Litigation/Fraudulent Activity Events), (c) the ETI Related Party ceasing to act without being replaced (Change in ETI Related Parties/Key Person

Events), (d) a material change to the ETI or the ETI Documents (Modification Events), (e) a change to or suspension of the calculation of the Value per ETI Interest or a breach of the Investment/AUM Level or Value per ETI Interest Trigger Percentage (Net Asset Value/Investment/AUM Level Events), (f) a change in tax law, revocation of any required licence or compulsory redemption of the ETI Interests required by a competent authority (Tax/Law/Accounting/Regulatory Events), (g) an issue affecting the hedging associated with the ETI Linked Securities (Hedging/Impracticality/Increased Costs Events) and (h) other events such as an Extraordinary ETI Event affecting a portion of the basket of ETI Interests, a rating downgrade, issues obtaining or trading ETI Interests or changes in the way dividends are paid (Miscellaneous Events) (each as further described in the ETI Linked Condition 4 (*Extraordinary ETI Events*)). If an Extraordinary ETI Event occurs, the Issuer may (i) require the Calculation Agent to adjust the terms of the ETI Linked Securities to reflect such event, (ii) substitute the relevant ETI Interests, or (iii) early redeem the ETI Linked Securities at the Early Redemption Amount. Consequently, the occurrence of an Extraordinary ETI Event may have an adverse effect on the value or liquidity of the Securities and the amount Holders of Securities can expect to receive on their investment.

- (r) *The occurrence of a Hedging Liquidity Event relating to Share Linked Securities may adversely impact Holders of Securities*

If Hedging Liquidity Event is specified as applicable in the applicable Final Terms in respect of the Share Linked Securities, the Issuer may early redeem the Share Linked Securities in whole (not in part) at the Early Redemption Amount if the volume of Shares held by the Issuer or the Swap Counterparty and/or any of its affiliates via hedging arrangements related to the Share Linked Securities exceeds a specified level. Consequently, the occurrence of a Hedging Liquidity Event in relation to a Share may have an adverse effect on the value or liquidity of the Securities and accordingly the amount Holders of Securities can expect to receive on their investment.

- (s) *The occurrence of a Market Disruption Event relating to Commodity Linked Securities may have an adverse impact on Holders of Securities*

A Market Disruption Event will occur if there is a disruption in respect of a commodity or a commodity index (a) to the availability of any price source, (b) to the ability to trade, (c) (other than in respect of Commodity Linked Securities referencing Gold, Silver, Platinum or Palladium) caused by a change in composition, methodology or taxation, (d) (in respect of a commodity index only) to the price source or calculation of a commodity index component or (e) (in respect of Commodity Linked Securities referencing EU Allowances only) (i) to the ability to deliver or accept EU Allowances, (ii) resulting from the discontinuation of the scheme for transferring allowances, (iii) caused by a suspension by the relevant registries of operations relating to recording the issue, holding, transfer, acquisition, surrender, cancellation and/or replacement of EU Allowances or (iv) to the establishment and functioning of the relevant registries or transaction logs maintained in respect of EU Allowance transactions occurs or is continuing on a date for valuation in respect of Commodity Linked Securities, then the Calculation Agent may make any relevant calculation in respect of the Commodity Linked Securities using a price, level or value that it has determined in lieu of the published price, the affected Commodity, the affected Commodity Index or affected EU Allowance, as the case may be, may be substituted by the Calculation Agent (subject to adhering to criteria set out in the Conditions), the Issuer will early redeem the Securities (in whole, not in part) at the Early Redemption Amount or (in the case of a Commodity that is an EU Allowance) make appropriate amendments to the terms of the Commodity Linked Securities, as determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner. Any such adjustment or early redemption of the Securities may have an adverse effect on the value and liquidity of such Securities and accordingly the amount Holders of Securities can expect to receive on their investment.

- (t) *The occurrence of a Commodity Index Adjustment Event may adversely impact holders of Commodity Linked Securities that reference a Commodity Index*

The occurrence of a modification to the methodology of the commodity index (a Commodity Index Modification), a permanent cancellation of the commodity index (a Commodity Index Cancellation), or if the commodity index sponsor fails to calculate or publish the level of the commodity index on a relevant date for valuation (a Commodity Index Disruption) (each being a "**Commodity Index**

**Adjustment Event**") may lead to (i) the Calculation Agent determining the Relevant Price using, in lieu of a published level, the Commodity Fallback Value (if the Calculation Agent determines such Commodity Index Adjustment Event has a material effect on the Securities), or (ii) early redemption of the Securities. Any such adjustment or early redemption of the Commodity Linked Securities may have an adverse effect on the value and liquidity of such Securities and accordingly the amount Holders of Securities can expect to receive on their investment.

- (u) *Additional risks associated with Commodity Linked Securities referencing a proprietary commodity index*

If the Commodity Linked Securities reference the performance of a proprietary commodity index, the operational rules of the commodity index (which may not be publicly available) will affect how the level of the commodity index is determined in the event of a disruption. A delay in the publication of the commodity index could adversely affect the commodity index and consequently, the value of the Commodity Linked Securities, which in turn could negatively affect the return an investor can expect to receive on the Commodity Linked Securities.

- (v) *Additional risks associated with Commodity Linked Securities referencing EU Allowances*

Trading in carbon emissions is a developing market and is highly speculative and volatile. The carbon emissions trading market has been and may again be subject to temporary distortions or other disruptions due to various factors, including the lack of liquidity in the market, the participation of speculators and government regulation and intervention. In addition, in respect of the emissions trading market in Europe, EU Allowances have allegedly been stolen or "phished" from the national registries of several European countries and from the carbon trading accounts of market participants. This has caused severe market disruption in the European carbon trading market with delivery of EU Allowances suspended for significant periods. Any such disruption in the future would have a detrimental impact on the value or settlement of Commodity Linked Securities referencing EU Allowances.

- (w) *Additional risks associated with Currency Linked Securities*

Fluctuations in exchange rates are affected by complex political and economic factors, including governmental action to fix or support the value of a currency, regardless of other market forces. If the rate of issuance of exchange rate instruments (such as warrants, securities or options relating to particular currencies or currency indices) increases, the value of Currency Linked Securities in the secondary market will decline. Holders of Currency Linked Securities risk losing some or all of their investment if exchange rates of the relevant currency (or basket of currencies) do not move in the direction they had anticipated. Additionally, if Currency Linked Securities are settled in a currency other than the holder's home currency, the negative effects of exchange rate fluctuations will be greater (see also "Exchange control risks" above).

- (x) *The occurrence of a Disruption Event relating to Currency Linked Securities may have an adverse impact on Holders*

A Disruption Event will occur in respect of the base currency or any subject currency if (i) there is a disruption to the source of the exchange rate, (ii) (unless Illiquidity Disruption is specified as not applicable in the applicable Final Terms) it is not possible to obtain firm quotes for such currency, (iii) the currency is split into more than one currency exchange rate, or (iv) circumstances similar to (i), (ii) (if applicable) or (iii) arise (all as more fully described in Currency Linked Condition 2 (*Disruption Events*)). Upon the occurrence of a Disruption Event in respect of a date for valuation, the following consequences may apply:

- (A) the Calculation Agent may postpone the relevant date for valuation until the Disruption Event is no longer subsisting, up to a maximum number of days specified in the applicable Final Terms (or if not specified five Scheduled Trading Days), following which the Calculation Agent may determine a level for the subject currency as of the last such Scheduled Trading Day;

- (B) the Issuer may early redeem the Currency Linked Securities (in whole, not in part) at the Early Redemption Amount; or
- (C) (unless Disruption Event Postponement is specified as not applicable in the applicable Final Terms) the Calculation Agent may postpone any payment date until a Disruption Event is no longer subsisting.

Any such adjustment or early redemption of the Currency Linked Securities may have an adverse effect on the value and liquidity of such Securities and accordingly the amount Holders can expect to receive on their investment.

- (y) *Additional risks associated with Fund Linked Securities (other than where the Fund is a Euro Fund)*

The value of underlying fund shares or units or the level of an underlying fund index in respect of Fund Linked Securities will be affected by the investment strategy of the relevant fund. The investment strategy is often opaque and may not be publicly available. In addition, funds are often illiquid and/or unregulated. If the investment strategy does not perform as expected, there are limited methods by which direct investments in fund shares or units can be exited. The value of the fund shares or units or the level of a fund index is also exposed to the performance of various fund service providers, in particular, the investment adviser. Taking these circumstances into account, compared to other types of investment, there is a greater risk associated with an investment in Fund Linked Securities that the value of the Securities may be adversely affected (and could fall to zero) and the return Holders of Securities can expect to receive may be less (and could be significantly less) than expected.

- (z) *The occurrence of an Extraordinary Fund Event may have an adverse impact on Holders of Securities*

Unless the Fund is a Euro Fund, an Extraordinary Fund Event will occur as a result of events including (a) a merger of the Fund or Fund Service Provider another entity, an entity obtaining a controlling stake in the Fund or Fund Service Provider or the insolvency of the Fund or any Fund Service Provider (Global Events), (b) material litigation or allegations of criminal or fraudulent activity in respect of the Fund or Fund Service Provider (Litigation/Fraudulent Activity Events), (c) the Fund Service Provider or its key personnel ceasing to act and not being replaced (Fund Service Provider/Key Person Events), (d) a material change to the Fund or the Fund Documents (Modification Events), (e) a change to or suspension of the calculation of the NAV per Fund Share or a breach of the AUM Level, NAV Trigger Percentage or Volatility Trigger Percentage (NAV per Fund Share/AUM Level Events), (f) the failure of the Fund or the Fund Service Provider to provide required information (Reporting Events), (g) a change in tax law, revocation of any required licence or compulsory redemption of the fund shares required by a competent authority (Tax/Law/Accounting/Regulatory Events), (h) an issue affecting the hedging associated with the Fund Linked Securities (Hedging/Impracticality/Increased Costs Events), (i) a restriction or limitation on subscriptions or redemptions of any fund shares (Dealing Events) and (j) other events such as an Extraordinary Fund Event affecting a portion of the basket or Fund Index components, an issue with any rebate agreements, segregation of Fund portfolios, security granted by the Fund or any Fund Service Provider or a rating downgrade (Miscellaneous Events) (all as further described in Fund Linked Condition 2 (*Extraordinary Fund Events*)). If an Extraordinary Fund Event occurs, the Calculation Agent may (i) adjust the terms of the Fund Linked Securities to reflect such event, (ii) substitute the relevant Fund Shares, or (iii) request the Issuer to redeem the Fund Linked Securities early at their Early Redemption Amount. Consequently, the occurrence of an Extraordinary Fund Event may have an adverse effect on the value or liquidity of the Securities and the amount Holders of Securities can expect to receive on their investment.

- (aa) *The occurrence of a Fund Index Adjustment Event may have an adverse impact on Holders of Securities*

If the Fund Linked Securities reference a fund index, a Fund Index Adjustment Event will occur following a modification to the methodology of the fund index (a Fund Index Modification), a permanent cancellation of the fund index (a Fund Index Cancellation) or if the fund index sponsor fails to calculate or publish the level of the fund index on a relevant date for valuation (a Fund Index

Disruption) (as further described in Fund Linked Condition 6 (*Fund Index Adjustment Event*)). Upon the occurrence of a Fund Index Adjustment Event, (i) the Calculation Agent may determine whether to (x) determine the level of the fund index itself, or (y) replace the fund index, or (ii) the Issuer may redeem the Fund Linked Securities early at their Early Redemption Amount. Consequently, the occurrence of a Fund Index Adjustment Event may have an adverse effect on the value or liquidity of the Securities and the amount Holders can expect to receive on their investment.

- (bb) *Date for redemption may be postponed if Hedge Provider does not receive redemption proceeds from Fund Shares*

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, for example, if redemption is delayed or suspended by the Fund, the Redemption Date or Maturity Date or Settlement Date, as the case may be, of the Fund Linked Securities (other than where the Fund is a Euro Fund) 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. Such delay could have a significant adverse impact on the amount that the Holder of Securities would have otherwise received had such date for redemption not been postponed.

- (cc) *Risks associated with Securities linked to a Euro Fund*

In the case of Fund Linked Securities where the Fund is a Euro Fund, to the extent that any amounts payable under the Securities depend on the Gross Rate of Return of the Euro Fund, there is a risk that the Gross Rate of Return of the Euro Fund, which is determined by the Insurance Company based on the return the Insurance Company achieves on its general assets may be different from the provisional rate of return published by the Insurance Company in respect of the Euro Fund and may be zero and this could have an adverse impact on the amount that the Holder of Securities would receive in respect of their investment. An investor's understanding of the Euro Fund and the Insurance Company will be incomplete without conducting their own thorough investigations into the Euro Fund and the Insurance Company, as if they were a policyholder in the Euro Fund.

- (dd) *The occurrence of an Extraordinary Euro Fund Event may have an adverse impact on Holders of Securities*

If, in respect of Fund Linked Securities, where the Fund is a Euro Fund, an Extraordinary Euro Fund Event will occur as a result of events including (a) the application of the gross rate of return of the Euro Fund in a manner that is different to that which is described in the contractual policy documents of the Euro Fund, (b) redemption by the insurance company of a policyholder's investment in the Euro Fund or cancellation of the Euro Fund, (c) a material modification of the Euro Fund, (d) a merger of the insurance company with another entity (or similar event) or the sale, transfer, segregation or desegregation of the assets of the insurance company which affects the gross rate of return of the Euro Fund, (e) the insolvency of the insurance company, (f) any litigation against the insurance company that could materially affect the rate of return of the Euro Fund, (g) a change in tax law, revocation of any required licence or compulsory redemption of policyholders' investments in a Euro Fund required by a competent authority or (h) the failure of the insurance company to provide required information (as further described in Fund Linked Condition 9 (*Extraordinary Euro Fund Events*)). If an Extraordinary Euro Fund Event occurs, the Calculation Agent may (i) adjust the terms of the Fund Linked Securities to reflect such event, (ii) substitute the relevant Euro Fund, or (iii) request the Issuer early redeem the Fund Linked Securities at their Early Redemption Amount (all as further described in Fund Linked Condition 10 (*Consequences of an Extraordinary Euro Fund Event*)). Consequently, the occurrence of an Extraordinary Euro Fund Event may have an adverse effect on the value or liquidity of the Securities and the amount Holders of Securities can expect to receive on their investment.

- (ee) *Additional risks associated with Underlying Interest Rate Linked Securities*

The Issuer may issue Securities where the Final Redemption Amount (in the case of Notes or Certificates) or Cash Settlement Amount (in the case of Warrants) and/or interest payable are dependent upon movements in underlying interest rates.

Interest rates are determined by various factors which are influenced by macro economic, political or financial factors, speculation and central bank and government intervention. In recent years, interest rates have been relatively low and stable, but interest rates have recently risen and may rise or fall in the future and/or become volatile. Fluctuations that have occurred in any interest rate in the past are not necessarily indicative, however, of fluctuation that may occur in the rate during the term of any Security. Fluctuations in interest rates may adversely affect the value of Underlying Interest Rate Linked Securities.

(ff) *Additional risks associated with Commodity Linked Securities valued by reference to Futures Contracts*

Commodity Linked Securities may be linked to the performance of a futures or options contract over an underlying commodity. If such underlying futures or options contract does not perform as expected, an investor in such types of Securities may receive a lower return (and could receive a significantly lower return) than anticipated.

The performance of futures and options contracts can be affected by, among other things, the liquidity of the futures or options exchange and events beyond the control of the futures or options exchange. There may be significant differences between the value of spot markets and the futures or options markets for the underlying commodity, index, synthetic debt instrument and/or currency. Accordingly, an investment in Securities referencing such futures contracts may perform worse than a comparable investment in Commodity Linked Securities that do not reference a futures or options contract or even a direct investment in the relevant underlying commodity.

(gg) *Leveraged Notional Value Repack Securities*

In respect of certain series of Notional Value Repack Securities, the Issuer may acquire Reference Securities with a nominal amount greater than the aggregate nominal amount (in the case of Notes) or the aggregate notional amount (in the case of Certificates) of the relevant Notional Value Repack Securities. Although the Issuer will hold Reference Securities with a greater nominal amount than the nominal amount or notional amount, as the case may be, of the relevant series of Notional Value Repack Securities and will therefore be overcollateralised, the purchase of such Reference Securities will be funded by payments received from the Swap Counterparty and in such circumstances the amounts required to purchase the relevant Reference Securities may be substantially higher in aggregate than the issue proceeds in respect of the relevant series of Notional Value Repack Securities. In the event that an Early Redemption Event or Event of Default occurs, the likelihood that a termination payment will be due to the Swap Counterparty will be magnified as will the potential extent of such payment. This could lead to the amount of the proceeds of sale of the Reference Securities being available to pay amounts due to the Holders of Securities being significantly reduced where such amounts are applied towards payment of the termination payment due to the Swap Counterparty and Holders of Securities could suffer a loss on their initial investment as a consequence.

(hh) *Additional risks relating to Credit Linked Securities*

The risk factors set out below relate to Credit Linked Securities, which are subject to the provisions set out in "Annex 10 – Additional Terms and Conditions for Credit Linked Securities".

(i) *General risks relating to Credit Linked Securities*

The Issuer may issue Notes or Certificates ("**Credit Linked Securities**") where the amount payable is dependent upon whether certain events ("**Credit Events**") have occurred in respect of one or more Reference Entities and, if so, on the value of certain specified obligations of such Reference Entity/Entities. Credit Linked Securities are Securities in respect of which the Issuer has effectively bought credit protection in relation to one or more obligations issued or incurred by Reference Entities from the Holders of Securities and sold credit protection to the Swap Counterparty. Payments to be made to Holders of such Securities or (in the case of Credit Linked Securities that provide for physical delivery) the Issuer's obligation to deliver certain specified obligations, will depend on the occurrence of a Credit Event with respect to such Reference Entities.



Accordingly, the holders of Credit Linked Securities will be exposed to the credit risk of one or more Reference Entities (being, in general terms, the risk that a given entity does not perform its financial obligations when due or becomes insolvent), which exposure may be to the full extent of their investment in such Credit Linked Securities. Upon the occurrence of any of the events comprising a Credit Event with respect to any Reference Entity, the Holders of Securities may suffer significant losses. Credit Events may also occur in the absence of a default, for example, as a result of a restructuring of indebtedness or the implementation of resolution or recovery proceedings with respect to a Reference Entity. Holders of Securities should also note that a Credit Event may occur even if the obligations of a Reference Entity are unenforceable or their performance is prohibited by any applicable law or exchange controls. Certain Credit Events may occur even in the absence of a deterioration in the financial condition or creditworthiness of a Reference Entity.

Where Cash Settlement or Auction Settlement applies, the occurrence of a Credit Event in relation to any Reference Entity from time to time may result in a redemption of the Credit Linked Securities at a reduced redemption amount or at zero, and, (if applicable) in a reduction of the amount on which interest is calculated, which reduction may be to zero. Where Physical Settlement applies in respect of a Credit Linked Security, the occurrence of a Credit Event may result in the redemption of the Credit Linked Securities by delivery (or, in certain circumstances, valuation) of certain direct or indirect obligations of the affected Reference Entity, which obligations are likely to have a market value which is substantially less than their par amount.

Accordingly, investors in Credit Linked Securities are exposed, in respect of both principal and (if applicable) interest, to the credit risk of the Reference Entity or Reference Entities. The maximum loss an investor in Credit Linked Securities may sustain is 100 per cent. of their initial investment, together with (if applicable) any interest amounts.

(ii) Correlated Credit Risks

In purchasing Credit Linked Securities, investors assume credit exposure to both the specified Reference Entity or Reference Entities and the Issuer (and the Guarantor, if applicable) of the Credit Linked Securities. The credit risk to investors may further be increased if the specified Reference Entity or Reference Entities are concentrated in the same industry sector or geographic area as the Guarantor (if applicable). In the case of Credit Linked Securities linked to more than one Reference Entity, the risks of default of such Reference Entities may be highly correlated.

(iii) Risks associated with Credit Event occurring prior to the Trade Date

One or more Credit Events may occur prior to the Trade Date or the Issue Date, if the Credit Event Backstop Date is specified as a date falling prior to such date. In such case, neither the Calculation Agent or the Issuer nor any of their respective Affiliates has any responsibility to inform any Holder of Securities, or avoid or mitigate the effects of a Credit Event that has taken place prior to the Trade Date or the Issue Date, therefore, holders of Credit Linked Securities may suffer a loss of some or all of the redemption amount and any interest amount in respect of such Credit Linked Securities.

(iv) Increased credit risks associated with Nth-to-Default Credit Linked Securities

Where the Credit Linked Securities are Nth-to-Default Credit Linked Securities, the Credit Linked Securities will be subject to redemption in full as described above upon the occurrence of a Credit Event in relation to the nth Reference Entity. The credit risk to Holders of Securities may therefore be increased as a result of the concentration of Reference Entities in a particular industry sector or geographic area or the exposure of the Reference Entities to similar financial or other risks.

(v) Additional credit risks associated with Basket Credit Linked Securities

The credit risk to holders of Basket Credit Linked Securities may be increased as a result of the concentration of Reference Entities in a particular industry sector or geographic area or the exposure of the Reference Entities to similar financial or other risks and, accordingly, this could increase the risk of loss for the holders of such Basket Credit Linked Securities.

(vi) Additional risks in respect of rolling Credit Linked Securities

Where "Payer/Receiver Option" is specified as applicable in the Final Terms in respect of the Credit Linked Securities, the holders of the Credit Linked Securities may receive the relevant Option Cash Settlement Amount calculated by reference to the relevant index levels determined in accordance with the terms of the Credit Linked Securities. If "Automatic Roll" applies as per the Final Terms, the Underlying Index may be amended to the relevant on-the-run Underlying Index if mutually agreed between the sole holder of the 100% of the outstanding Nominal Amount (in the case of Notes) or the outstanding Notional Amount (in the case of Certificates) of the Credit Linked Securities, the Calculation Agent and the Issuer. The Underlying Index if amended may change the risk profile of the Credit Linked Securities and may accordingly have an adverse impact on the return of the Credit Linked Securities, which may be material.

(vii) Actions of Reference Entities may affect the value of the Credit Linked Securities

Actions of Reference Entities (for example, merger or demerger or the repayment or transfer of indebtedness) may adversely affect the value of the Credit Linked Securities. The Reference Entities to which the value of the Credit Linked Securities is exposed, and the terms of such exposure, may change over the term of the Credit Linked Securities. Where a successor Reference Entity is identified, the risks associated with such successor may be greater than the risks associated with the original Reference Entity, resulting in an increased likelihood that a Credit Event will occur and accordingly, an increased risk that Holders of Securities may lose some or all of their investment.

(viii) Suspension of Obligations will suspend payment of principal and interest

In certain circumstances (for example, where a Credit Event has occurred and the related credit loss has not been determined as at the relevant date for payment, or, if applicable, where a potential Credit Event exists as at the scheduled maturity of the Credit Linked Securities), Holders of Securities may be adversely affected where payment of the redemption amount and/or interest on the Credit Linked Securities is deferred for a material period in whole or part without compensation to the holders of the Credit Linked Securities.

(ix) Use of Auction Settlement may adversely affect returns to Holders of Securities

Where Credit Linked Securities are redeemed or settled by reference to a market auction process, the losses determined pursuant to such market auction process may be greater than the losses which would have been determined had an alternative settlement method been used. In particular, the auction process may be affected by technical factors or operational errors which would not otherwise apply or may be the subject of actual or attempted manipulation. Where this is the case, holders of Credit Linked Securities may receive a lower amount on redemption or settlement of their Credit Linked Securities than would otherwise be the case.

(x) Use of Cash Settlement may adversely affect returns to Holders of Securities

If the Credit Linked Securities are cash settled, then, following the occurrence of a Credit Event, the Calculation Agent will be required to seek quotations in respect of selected obligations of the affected Reference Entity. Quotations obtained will be "bid-side" - that is, they will be reduced to take account of a bid-offer spread charged by the relevant dealer. Such quotations may not be available, or the level of such quotations may be substantially reduced or may vary substantially as a result of illiquidity in the relevant markets or as a result of factors other than the credit risk of the affected Reference Entity (for example,

liquidity constraints affecting market dealers). Accordingly, any quotations so obtained may be significantly lower than the value of the relevant obligation which would be determined by reference to (for example) the present value of related cashflows. Quotations will be deemed to be zero in the event that no such quotations are available. Accordingly, Holders of Securities may receive a lower amount on redemption or settlement of their Credit Linked Securities than would otherwise be the case. In relation to the risks applicable to physical settlement, investors should also note the section entitled "Risks associated with Physical Delivery Securities" above.

(xi) "Cheapest-to-Deliver" risk

Since the Swap Counterparty, as buyer of protection in respect of the Credit Linked Securities has discretion to choose the portfolio of obligations and/or assets to be valued or delivered following a Credit Event in respect of a Reference Entity, it is likely that the portfolio of obligations and/or assets selected will be obligations of the Reference Entity and/or assets with the lowest market value that are permitted to be selected pursuant to the terms of the Credit Linked Securities. This could result in a lower recovery value and hence greater losses for investors in the Credit Linked Securities.

(xii) Risks Related to interpretation and operation of terms

The views of market participants and/or legal counsel may differ as to how the terms of market standard credit default swaps, and the corresponding terms of the Credit Linked Securities, should be interpreted, or such terms may operate in a manner contrary to the expectations of market participants and/or adversely to the interests of Holders of the Credit Linked Securities. The market value or return on the Credit Linked Securities may therefore be less than an investor expects to receive at the point at which they purchase the Credit Linked Securities.

(xiii) Asset Package Delivery risks

In certain circumstances where (a) "Financial Reference Entity Terms" and "Governmental Intervention" apply in respect of a Reference Entity and (i) there is a Governmental Intervention Credit Event; or (ii) a Restructuring Credit Event in respect of the Reference Obligation where such Restructuring does not constitute a Governmental Intervention or (b) a Restructuring Credit Event in respect of a Sovereign, then a related asset package resulting from a prior deliverable obligation (where "Financial Reference Entity Terms" apply) or package observable bond (where the Reference Entity is a sovereign) may be deliverable.

If the resulting asset package is deemed to be zero where there are no resulting assets, the negative impact on Holders of Securities could be a related credit loss borne by Holders of Securities of 100 per cent. of their investment notwithstanding the recovery value on any other obligations of the Reference Entity.

If an asset in the asset package is a non-transferable instrument or non-financial instrument, the value of such asset will be the market value determined by reference to a specialist valuation or in accordance with methodology determined by the Credit Derivatives Determinations Committees, which valuation may result in losses to be borne by Holders of Securities which may be greater than the losses which would have been determined in the absence of such valuation methodology being used. Accordingly, Holders of Securities may receive a lower amount on redemption or settlement of their Credit Linked Securities than would otherwise be the case if an alternative settlement method were used.

(xiv) Increased risks of Zero Recovery Credit Linked Securities or where a specified Final Price is applicable

Where the Credit Linked Securities are Zero Recovery Credit Linked Securities, if a Credit Event occurs in respect of a Reference Entity, investors will automatically lose an amount in principal or notional amount of the Credit Linked Security equal to the portion of the Credit Linked Security which is allocated to the credit risk of the affected Reference Entity,

regardless of any recoveries on any obligations of the Reference Entity which would have been determined in the absence of the "Zero Recovery" feature. Likewise, if the Final Price is specified in the Final Terms in relation to Credit Linked Securities, such fixed Final Price may be lower (and may be significantly lower) than the recovery which an investor in bonds or instruments issued by such Reference Entity would receive.

(xv) Risks Associated with Credit Derivatives Determinations Committees

The institutions of the Credit Derivatives Determinations Committee owe no duty to the Holders of Securities and have the ability to make determinations that may have a material adverse effect on the Holders of Securities, such as the occurrence of a Credit Event or a Succession Event which may increase the risk of such holders suffering a loss of some or all of their initial investment. A Credit Derivatives Determinations Committee may be able to make determinations without action or knowledge of the Holders of Securities.

The powers of the Credit Derivatives Determinations Committee may be expanded or modified as a result of amendments to the Credit Derivatives Determinations Committees Rules. Holders of Securities may have no role in the composition of any Credit Derivatives Determinations Committee and may have no recourse against either the institutions serving on a Credit Derivatives Determinations Committee or the external reviewers.

(xvi) The Calculation Agent may modify the terms of the Credit Linked 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 Credit Linked Securities to the extent reasonably necessary to ensure consistency with the prevailing market standard terms or market trading conventions, without the consent of Holders of Securities or prior notice to Holders of Securities. The Calculation Agent is not obliged to make any such modifications. If the Calculation Agent modifies the terms of the Credit Linked Securities, it will do so without regard to the interests of the holders of the Credit Linked Securities and any such modification may be prejudicial to the interests of the holder of the Credit Linked Securities in that such a modification may adversely affect the market value of the Credit Linked Securities or the amount which a Holder of Securities would be entitled to receive on redemption or settlement of the Credit Linked Securities.

## 6. RISKS RELATING TO GUARANTEED SECURITIES

### (a) *General Guarantees*

In the event the General Guarantee is specified as applicable in the applicable Final Terms, prospective purchasers of Guaranteed Securities should note that the Guarantee is a guarantee of the Issuer's obligations which are themselves limited by a number of factors including, but not limited to, the provisions of the Securitisation Act 2004 and the Conditions of the Notes, the Conditions of the Warrants or the Conditions of the Certificates (as the case may be), including, without limitation, those relating to (i) the applicable redemption amount (which may be limited to the liquidation proceeds of the Charged Assets of the Compartment relating to such Note, Warrant or Certificate, as the case may be), (ii) Compartments, (iii) limited recourse, (iv) non-petition, (v) subordination and (vi) priority of payments, as described in this Base Prospectus. Holders of Guaranteed Securities would therefore retain the risk that these factors may result in payments under the Guaranteed Securities being less than amounts which would otherwise have been due, as described in "*Risk Factors – Risks relating to the Issuer*".

### (b) *Shortfall Guarantees*

In the event the Shortfall Guarantee is specified as applicable in the applicable Final Terms, prospective purchasers of Guaranteed Securities should note that the Guarantee is not a full guarantee of the Issuer's obligations but only relates to the payment of any Shortfall Amount (as defined in the Guarantee) and is conditional on (i) the Holders of the Securities receiving less than the amount which would otherwise have been payable in respect of the Securities on the Maturity

Date (in the case of Notes), Redemption Date (in the case of Certificates), Settlement Date (in the case of Warrants), Early Redemption Date or Automatic Early Redemption Date (as applicable and in the case of Notes and Certificates) or Early Termination Date (in the case of Warrants), as the case may be, in accordance with the Conditions of the Notes, the Conditions of the Warrants or the Conditions of the Certificates (as the case may be) and (ii) the liquidation of the Charged Assets (either following the enforcement of the security for the Securities or following the occurrence of an Early Redemption Event or Early Termination Event). The Shortfall Amount represents the amount by which any Available Enforcement Proceeds are insufficient to meet (1) the Final Redemption Amount or Automatic Early Redemption Amount (as applicable and in the case of Notes or Certificates) or Cash Settlement Amount (in the case of Warrants) on the Maturity Date or Automatic Early Redemption Date (as applicable and in the case of Notes), Settlement Date (in the case of Warrants) or Redemption Date or Automatic Early Redemption Date (as applicable and in the case of Certificates) or (2) the fair market value of the relevant Security following an Event of Default (other than an Event of Default resulting from a failure to pay the Final Redemption Amount or Automatic Early Redemption Amount (in the case of Notes or Certificates) or the Cash Settlement Amount (in the case of Guaranteed Warrants)), an Early Redemption Event or an Early Termination Event. Where the Guarantee is a Shortfall Guarantee, Holders of Securities will not be able to claim under the relevant Guarantee until the relevant Charged Assets are have been liquidated or realised so that the Shortfall Amount can be calculated. As a result there could be a significant delay before amounts are paid to the Holders of Securities under the Shortfall Guarantee and Holders of Securities may not be able to re-invest any amount received at the same rates or in the same way as if such payment had not been delayed.

## 7. **RISKS RELATING TO THE GUARANTOR WHERE THE GUARANTOR IS BNPP**

### **Risk Factors Relating to BNPP**

Risk factors relating to BNPP are set out in "Risk Factors" on pages 284 to 299 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English) (as defined below), which is incorporated by reference in this document. See section entitled "*Documents Incorporated by Reference*" of this Base Prospectus.

The following risk factors are identified as the main risk factors specific:

- (a) A substantial increase in new provisions or a shortfall in the level of previously recorded provisions exposed to credit risk and counterparty risk could adversely affect BNP Paribas Group's results of operations and financial condition (*see pages 285 and 286 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English)*).
- (b) The BNP Paribas Group's risk management policies, procedures and methods may leave it exposed to unidentified or unanticipated risks, which could lead to material losses (*see pages 286 to 287 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English)*).
- (c) The BNP Paribas Group may incur significant losses on its trading and investment activities due to market fluctuations and volatility (*see pages 288 and 289 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English)*).
- (d) The BNP Paribas Group's access to and cost of funding could be adversely affected by a resurgence of financial crises, worsening economic conditions, rating downgrades, increases in sovereign credit spreads or other factors (*see page 290 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English)*).
- (e) Adverse economic and financial conditions have in the past had and may in the future significantly affect the BNP Paribas Group and the markets in which it operates (*see pages 291 to 292 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English)*).

- (f) Laws and regulations adopted in recent years, as well as current and future legislative and regulatory developments, may significantly impact the BNP Paribas Group and the financial and economic environment in which it operates (*see pages 293 to 295 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English)*).
- (g) Should the BNP Paribas Group fail to implement its strategic objectives or to achieve its published financial objectives, or should its results not follow stated expected trends, the trading price of its securities could be adversely affected( *see pages 296 to 297 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English)*).

## INVESTMENT CONSIDERATIONS

### General investment considerations associated with the Issuer

#### *Compartments*

The Conditions of the Securities issued in respect of, and the specific objects of, each Compartment shall be determined by the Board. Each Secured Party shall be deemed to fully adhere to, and be bound by, the Conditions applicable to the Securities and the Articles of Incorporation of the Issuer (the "**Articles**").

In respect of any Compartment and any Security (save for any Security which is a Guaranteed Note, Guaranteed Warrant or Guaranteed Certificate, as applicable), and following a Note Acceleration in respect of such Note, Warrant Acceleration in respect of such Warrant, or Certificate Acceleration in respect of such Certificate, as applicable, the entitlement of the holder of such Security will be limited to such Holder of Securities' *pro rata* share of the net proceeds of the relevant Charged Assets applied in accordance with the Order of Priority specified in the applicable Final Terms. If, in respect of any Security, the net proceeds of the enforcement or liquidation of the relevant Charged Assets are not sufficient to make all payments due in respect of such Security, no other assets of the Issuer will be available to meet such shortfall, and the claims of the holder of such Security as against the Issuer in respect of any such shortfall shall be extinguished. Holders of Securities, by acquiring the Securities, expressly accept, and shall be deemed to be bound by, the provisions of the Securitisation Act 2004 and, in particular, the provisions with respect to compartments, limited recourse, non-petition, subordination and priority of payments.

Each Compartment may be separately liquidated without such liquidation resulting in the liquidation of another Compartment or of the Issuer itself. As far as each Compartment is concerned and subject to any particular rights or limitations attaching to any Securities, as may be specified in the Articles or upon which such Securities may be issued including, without limitation, the relevant Conditions and the applicable Final Terms, if the net assets of a Compartment are liquidated the proceeds thereof shall be applied in the order set out in the Conditions.

As between the Secured Parties, each Compartment is deemed to comprise assets of a separate entity.

Fees, expenses and other liabilities incurred on behalf of the Issuer but which do not relate specifically to any Compartment shall be general liabilities of the Issuer and shall not be payable out of the assets of any Compartment. The Board shall ensure that creditors of such liabilities waive recourse to the assets of any Compartment. If such creditors do not waive recourse and such general liabilities cannot be otherwise funded, they shall be apportioned *pro rata* among the Compartments of the Issuer upon a decision of the Board.

The Board shall establish and maintain separate accounting records for each of the Compartments of the Issuer. The assets of each Compartment may include the proceeds of the issue of the Securities of the relevant Series, any Related Securities, any Related Agreements, any collateral relating to such Series and any Related Securities, any proceeds from the Related Agreements and any such collateral. The fees, costs and expenses in relation to the Securities of each Series may be allocated to the respective Compartment in accordance with the relevant Conditions.

To give effect to the provisions of the Securitisation Act 2004 and the Articles under which the Charged Assets of a Compartment are available only for the Secured Parties for the relevant Series relating to that Compartment, the Issuer will contract with parties for the account of the relevant Compartment and on a "limited recourse" basis such that claims against the Issuer in relation to each Series would be restricted to the Charged Assets of the Compartment for the relevant Series.

### General investment considerations associated with the Securities

#### *Recognition of English judgments following the Brexit implementation period*

As a result of leaving the European Union (the "**EU**"), the United Kingdom (the "**UK**") is no longer bound by the provisions of Regulation (EU) No 1215/2012 (the "**Brussels Recast**"), a formal reciprocal regime between EU Member States on the allocation of jurisdiction and the mutual recognition and enforcement of

Member State judgments. It is also no longer a member of another convention on the allocation of jurisdiction and the mutual enforcement of judgments, the Lugano Convention 2007 (the "**Lugano Convention**"). The EU, Switzerland, Iceland and Norway are members of the Lugano Convention. As a result, the Brussels Recast and the Lugano Convention regimes are no longer applied by English courts, save in relation to legacy cases. As a further consequence, English judgments are no longer recognised and enforced in the courts of Member States/Norway, Iceland and Switzerland under these regimes, again, save for legacy cases (Norway has put in place arrangements with the UK for the reciprocal enforcement of judgments).

The UK has applied to re-join the Lugano Convention. As of the date of this Base Prospectus, this application remains pending (although the European Commission has indicated that it does not agree with the UK's readmission).

On 1 January 2021, the UK re-joined the Hague Convention on Choice of Court Agreements 2005 ("**Hague 2005**"). The UK was previously a party to this convention by virtue of the EU being a contracting state. Hague 2005 is an international convention on the jurisdiction and the reciprocal enforcement of contracting state judgments. Hague 2005 requires contracting states to respect exclusive jurisdiction clauses in favour of other contracting state courts and to enforce resulting judgments. The UK, EU, Denmark, Mexico, Montenegro, Singapore and Ukraine are contracting states. Under Hague 2005, English judgments issued by an English court pursuant to an exclusive jurisdiction clause entered into after 1 January 2021 can be recognised and enforced in EU states (and Mexico, Montenegro, Singapore and Ukraine), subject to standard exceptions. It is generally considered that Hague 2005 only covers exclusive jurisdiction clauses and resulting judgments.

Where English judgments are not within the scope of Hague 2005, it will be necessary to consider the applicable national law rules on jurisdiction and enforcement.

In 2022, the EU ratified another convention dealing with the cross border enforcement of judgments, the 2019 Hague Convention on Recognition and Enforcement of Judgments ("**Hague 2019**"). In January 2024 the UK signed Hague 2019, as a precursor to ratification and, on 27 June 2024, the UK ratified Hague 2019. This will provide a mechanism for the enforcement of a wide range of English judgments in the EU (other than Denmark) and in other contracting states. Currently Hague 2019 only applies in the EU (other than Denmark) and Ukraine. Although there are subject matter exclusions, Hague 2019 covers a much wider range of judgments than Hague 2005 and importantly for investors, could cover judgments issued pursuant to asymmetric jurisdiction clauses.

Hague 2019 will be deemed to come into force with respect to the UK from 1 July 2025. Hague 2019 will only apply to judgments where the convention was in force in both the state of origin and the state of enforcement when the proceedings leading to the judgment were initiated.

#### *Description of the role of the Calculation Agent*

The Calculation Agent may be the Swap Counterparty or an affiliate of the Swap Counterparty and consequently, potential conflicts of interest may exist between the Calculation Agent and the relevant Holders of Securities, including with respect to certain determinations and judgments that the Calculation Agent must make, including whether a Market Disruption Event, a Settlement Disruption Event, an Index Adjustment Event or Credit Event (each as defined in the Conditions) has occurred. Generally, the Calculation Agent is obliged to carry out its duties and functions as Calculation Agent acting in good faith and in a commercially reasonable manner, subject to the applicable Conditions. Furthermore, the Calculation Agent will not act as a fiduciary or as an advisor to the relevant Holders of Securities in respect of its duties as Calculation Agent.

Investors should also refer to "*Potential conflicts of interest*" in the "*Risk Factors*" section.

#### *Banking regulations and resolution measures*

In France, credit institutions such as BNP Paribas must comply with the norms of financial management set by the Minister of Economy, the purpose of which is to ensure the creditworthiness and liquidity of French credit institutions. These banking regulations are mainly derived from EU directives and regulations. Banking regulations implementing the Basel III reforms were adopted on 26 June 2013, and subsequently revised following legislative proposals issued by the European Commission on 23 November 2016 (the "**EU Banking Package**") consisting of Directive 2013/36/EU of the European Parliament and of the Council of



26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as amended from time to time including by Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 (the "**CRD**") and Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, as amended from time to time including by Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 and Regulation (EU) 2020/873 of the European Parliament and of the Council of 24 June 2020 amending Regulations (EU) No 575/2013 and (EU) 2019/876 as regards certain adjustments in response to the COVID-19 pandemic (the "**CRR**"). Furthermore, Directive 2014/59/EU 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, as amended from time to time including by Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 as part of the EU Banking Package (the "**BRRD**") and Regulation (EU) 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 and amending Regulation (EU) 1093/2010, as amended from time to time including by Regulation (EU) 2019/877 of the European Parliament and of the Council of 20 May 2019 as part of the EU Banking Package (the "**SRMR**"), aim at addressing banking crises in a manner that ensures that losses are borne primarily by shareholders and creditors rather than taxpayers while minimizing effects on financial stability, and entrusts resolution authorities with certain recovery and resolution powers to this effect. The SRMR provides for the establishment of a single resolution board (the "**Single Resolution Board**") and a single resolution fund (the "**Single Resolution Fund**") funded through contributions made by the banking industry.

The amended versions of the CRD and of the BRRD were required to be implemented into national law by December 2020. The amended version of the CRR has taken effect as from June 2021, with the exception of certain provisions that had already entered into effect or that will take effect through 2025. The amended version of the SRMR took effect as from 28 December 2020.

The European Commission presented on October 27, 2021 a legislative package to finalize the implementation of the Basel III standards within the European Union amending the above-mentioned banking regulations. On April 18, 2023, the European Commission presented a legislative package to adjust and further strengthen the EU's existing bank crises management and deposit insurance ("**CMDI**") framework by amending the BRRD, the SRMR and the Deposit Guarantee Scheme Directive ("**DGSD**"). On 24 April 2024, the European Parliament definitively adopted the proposal to amend BRRD/SRMR to include targeted proportionality requirements for the treatment of "internal MREL" in banking groups under resolution. This final text will be published in the EU Official Journal and that publication will trigger the precise legal application date of the new provisions (whose date is unknown and should be the first quarter of 2026 at the earliest).

As a significant Eurozone institution, BNP Paribas is subject to the supervision of the ECB since November 2014. As of 1 January 2016, the Single Resolution Board became the competent resolution authority with respect to significant Eurozone institutions such as BNP Paribas, and is in charge of the resolution tasks relating to the implementation of BRRD/SRMR.

*Certain specific information may not be known at the beginning of an offer period*

In certain circumstances, at the commencement of an offer period in respect of Securities, but prior to the issue date of such Securities certain specific information (specifically, the issue price, fixed rate of interest, minimum and/or maximum rate of interest or Premium Amount payable, the margin applied to the floating rate of interest payable, the Gearing applied to the interest or final payout, the Gearing Up applied to the final payout, (in the case of Autocall Securities, Autocall One Touch Securities or Autocall Standard Securities) the FR Rate component of the final payout (which will be payable if certain conditions are met, as set out in the Payout Conditions), (in the case of Securities which include a Snowball Digital Coupon, Digital Coupon, Accrual Digital Coupon, SPS Variable Amount Coupon or SPS Fixed Coupon) the Rate component of the coupon rate, the value of the barrier component of a final payout or coupon rate, the AER Exit Rate used if an Automatic Early Redemption Event occurs, the Bonus Coupon component of the final payout (in the case of Vanilla Digital Securities), the Up Cap Percentage component of the final payout (in the case of Certi-Plus: Generic Securities, Certi-Plus: Generic Knock-in Securities and Certi-Plus: Generic Knock-out Securities), any Constant Percentage (being any of Constant Percentage, Constant Percentage 1, Constant

Percentage 2, Constant Percentage 3 or Constant Percentage 4) component of the final payout or coupon rate (which will be payable if certain conditions are met, as set out in the Payout Conditions), the Floor Percentage component of the final payout or coupon rate and/or the Knock-in Level, Knock-out Level, Knock-in Range Level, Knock-out Range Level, Knock-out Corridor Range, Knock-in Bottom Level, Knock-in Top Level, Knock-out Bottom Level and/or Knock-out Top Level (used to ascertain whether a Knock-in Event or Knock-out Event, as applicable, has occurred)) may not be known. In these circumstances the Final Terms will specify in place of the relevant price, rate, level or percentage, as applicable, a minimum and/or maximum price, rate, level or percentage, as applicable, or an indicative range of prices, rates, levels or percentages. The actual price, rate, level or percentage, as applicable, applicable to the Securities will be selected by the Issuer from within the range or will not be higher than the maximum price, rate, level or percentage, and/or will not be lower than the minimum price, rate, level or percentage, as specified in the applicable Final Terms and will be notified to investors prior to the Issue Date. The actual price, rate, level or percentage, as applicable, will be determined in accordance with market conditions by the Issuer in good faith and in a commercially reasonable manner.

*Historical performance may not predict future performance*

The Reference Securities may not perform as indicated by the historical performance of similar obligations issued by the Charged Assets Issuer or RCA Issuer, as the case may be, and no assurance can be given with respect to the future performance of the Reference Securities. Historical default statistics may not capture events that would constitute Early Redemption Events (in the case of Notes or Certificates) or Early Termination Events (in the case of Warrants).

*Limited provision of information about the Reference Securities*

Investors should conduct their own investigation and analysis with respect to the creditworthiness of the Charged Assets Issuer or the RCA Issuer, as the case may be, and the likelihood of the occurrence of an Early Redemption Event.

None of the Issuer or the Calculation Agent or any of their respective Affiliates has any obligation under the terms of the Securities to keep investors informed as to any matters with respect to the Reference Securities and/or, as the case may be, the other obligations of the RCA Issuer, including whether or not circumstances exist that give rise to the possibility of the occurrence of an Early Redemption Event with respect to the Reference Securities or the RCA Issuer.

Prospective investors should note that there is no requirement for the Issuer to give information which is generally publicly available in relation to the occurrence of an Early Redemption Event. If an Early Redemption Event, as applicable, occurs in respect of the relevant Reference Securities or other obligations of the RCA Issuer which is not public, Holders of the Securities may not be able to verify the occurrence of such Early Redemption Event.

**Investment considerations associated with the Compartment Security**

*Additional information relating to holding of Compartment Assets*

In circumstances where a charge under English law is expressed to be taken over the Compartment Assets and the Compartment Assets are held by or through the Custodian through a clearing system or where the Compartment Assets are held outside England and Wales, any security over the Compartment Assets will take the form of an assignment by way of security of the Issuer's rights against the Custodian under the Agency Agreement to the extent that such rights relate to the Compartment Assets, rather than a charge over the Compartment Assets themselves.

*Swap Counterparty as Instructing Party*

Where "Swap Counterparty Priority" is stated as being applicable in the applicable Final Terms, the Swap Counterparty will (unless it is the Defaulting Party under, and as defined in, the relevant Swap Agreement) be the Instructing Party, and will have certain rights to direct the Trustee on certain matters, including the ability to instruct the Trustee to enforce the Security in certain circumstances, notwithstanding that the relevant Holders of Securities have not voted in respect of such matters. In these circumstances, there can be no assurance that the Swap Counterparty will act in the interests of such Holders of Securities. The Swap

Counterparty has no obligation or liability to, and shall not be obliged to have regard to the interests of, the Holders of Securities in relation to any such directions.

*Trustee and enforcement*

Only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Secured Parties (including Holders of Securities). The Trustee is not obliged to take any such action without first being indemnified and/or secured to its satisfaction. The Trustee is not responsible for ensuring that the Issuer's obligations (or the security interest created by the Issuer) are valid and enforceable. Upon enforcement of the security securing the Issuer's obligations with respect to the Securities, the ability of the Trustee to recover any amounts or Equivalent Securities in respect of any of the Reference Securities or Received Collateral owing to the Issuer by the Swap Counterparty, the Repo Counterparty or the Collateral Exchange Counterparty (to the extent applicable) may be dependent on applicable laws or other matters beyond its control. The Trustee is not responsible for any failure or delay to recover such amounts or Reference Securities or Received Collateral where such failure or delay is beyond the control of the Trustee or arises by operation of law. The Trustee is not obliged to take any action in respect of such amounts or Reference Securities or Received Collateral unless it has been directed to do so by the Holders of Securities in accordance with the Trust Deed and it has been indemnified and or secured (including by way of pre-funding) against any liability which it may incur by so acting.

**Investment considerations relating to certain regulations which apply with respect to the Issuer**

*European Market Infrastructure Regulation and Markets in Financial Instruments Directive*

European Regulation 648/2012, known as the European Market Infrastructure Regulation, as amended by Regulation (EU) 2019/384 ("**EMIR**") entered into force on 16 August 2012 and took direct effect in the member states of the European Union in 2013. Under EMIR certain OTC derivatives that are traded in the European Union by financial counterparties ("**FCs**"), such as investment firms, credit institutions and insurance companies, and certain non-financial counterparties ("**NFCs**") have to be cleared (the "**clearing obligation**") via an authorised central clearing counterparty (a "**CCP**"). In addition, EMIR requires the reporting of OTC derivative contracts to a trade repository (the "**reporting obligation**") and introduces certain risk mitigation requirements in relation to OTC derivative contracts that are not cleared by a CCP.

Under EMIR, a CCP will be used to meet the clearing obligation by interposing itself between the counterparties to the eligible derivative contracts. CCPs will connect with derivative counterparties through their clearing members. Each derivative counterparty which is required to clear OTC Derivatives will be required to post both initial and variation margin to the clearing member, which will in turn be required to post margin to the CCP. EMIR requires CCPs to only accept highly liquid collateral with minimal credit and market risk. A NFC may also be subject to the clearing obligation and the reporting obligation, subject to its positions in OTC derivatives contracts exceeding certain thresholds. Whilst it appears that entities like the Issuer would be considered a NFC under EMIR, the position remains to be fully clarified. Thus, it cannot be excluded that the Issuer will be subject to the clearing obligation in the future. NFCs which enter into an OTC derivative contract which are not "eligible" for clearing would have to ensure that appropriate procedures and arrangements are in place to monitor and minimise operational and credit risk.

The Issuer may have to apply certain risk mitigation techniques in relation to timely confirmation, portfolio reconciliation and compression, and dispute resolution that are applicable to OTC derivatives contracts that are not cleared by a CCP. Further, the Issuer will be required to deliver certain information about any Swap Agreement to a registered or recognised trade repository. EMIR also imposes a record-keeping requirement pursuant to which counterparties must keep records of any derivative contract they have concluded and any modification for at least five years following the termination of the contract.

The EU regulatory framework relating to derivatives is set not only by EMIR but also by the amending Directive to the existing Markets in Financial Instruments Directive published in the Official Journal on 12 June 2014 ("**MiFID II**"), which repealed Directive 2004/39/EC, and Regulation (EU) No 600/2014 on markets in financial instruments ("**MiFIR**"). In particular, MiFID II requires transactions in certain classes of OTC derivatives to be executed on a trading venue. In this respect, it is difficult to predict the full impact of these regulatory requirements on the Issuer.

Investors in the Securities should be aware that the regulatory changes arising from EMIR, MiFID II and MiFIR may in due course significantly raise the costs of entering into OTC derivative contracts and may adversely affect the Issuer's ability to engage in transactions in OTC derivatives. As a result of such increased costs or increased regulatory requirements, investors may receive less interest or return, as the case may be. The Issuer could be adversely affected thereby. The full impact of EMIR, MiFID II and MiFIR remains to be clarified. As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR, MiFID II and MiFIR and technical implementation in making any investment decision in respect of the Securities.

*The Dodd-Frank Wall Street Reform and Consumer Protection Act and other regulatory changes affecting derivatives markets*

The Dodd-Frank Wall Street Reform and Consumer Protection Act ("**Dodd-Frank**"), which provides for substantial changes to the regulation of the futures and OTC derivative markets, was enacted in July 2010.

Dodd-Frank requires regulators, including without limitation the U.S. Commodity Futures Trading Commission ("**CFTC**"), the U.S. Securities and Exchange Commission ("**SEC**"), the Department of the Treasury, the Financial Stability Oversight Council (the "**FSOC**"), the Office of the Comptroller of the Currency, and the Federal Deposit Insurance Corporation to adopt regulations to implement many of the requirements of the legislation.

In particular, Title VII ("**Title VII**") of Dodd-Frank establishes a comprehensive U.S. regulatory regime for a broad range of derivatives contracts including swaps, security-based swaps and mixed swaps (collectively referred to in this risk factor as "**Covered Swaps**"). Among other things, Title VII provides the CFTC and the SEC with jurisdiction and regulatory authority over Covered Swaps, requires the establishment of a comprehensive registration and regulatory framework applicable to swap dealers and security-based swap dealers and other major market participants, requires the reporting of data on Covered Swaps, requires many types of covered swaps to be exchange-traded or executed on a swap execution facility or security-based swap execution facility, as applicable, and centrally cleared and will impose capital requirements and margin requirements for uncleared transactions in Covered Swaps.

Many of the key regulations implementing Title VII have become effective or are in final form. However, in some instances, the interpretation and potential impact of these regulations are not yet entirely clear. These regulations could adversely affect the value, availability and performance of certain derivatives instruments and may result in additional costs and restrictions with respect to the use of those instruments.

For example, there is often only limited interpretive guidance as to the precise meaning, scope and effect of many such regulations. While the full impact of such regulations is not yet known, these regulatory changes are likely to restrict the ability of market participants to participate in the commodity, future and swap markets and markets for other OTC derivatives on physical commodities to the extent and at the levels that they have in the past. These factors may have the effect of reducing liquidity and increasing costs in these markets as well as affecting the structure of the markets in other ways. In addition, these legislative and regulatory changes have increased and are likely to further increase the level of regulation of markets and market participants, and therefore the costs of participating in the commodities, futures and OTC derivatives. These consequences could adversely affect the return on and value of the Securities. The use of derivative instruments by the Issuer may be subject to the clearing, capital, margin, business conduct, reporting and/or recordkeeping requirements of Title VII or other related regulatory reforms, that may result in additional regulatory burdens and related costs and expenses.

In particular, any swaps entered into by the Issuer may include agreements that are regulated as Covered Swaps under Title VII, each of which may be subject to clearing, execution, capital, margin posting, reporting and recordkeeping requirements under Dodd-Frank that could result in additional regulatory burdens, costs and expenses (including extraordinary, non-recurring expenses of the Issuer). Such requirements may disrupt the Issuer's ability to hedge its exposure to various transactions, and may materially and adversely impact a transaction's value or the value of the Securities. While Dodd-Frank provides for the grandfathering of certain swaps, such grandfathering may not apply to the transactions entered into by the Issuer or may only apply to certain transactions. Additionally, the Issuer cannot be certain as to how these regulatory developments will impact the treatment of the Securities.

Based on the regulations issued and guidance provided to date, it is not clear whether the Warrants or Certificates would be deemed to be "swaps" or "security-based swaps" under Dodd-Frank and regulated as such by the CFTC or the SEC. If the Warrants or Certificates were deemed to be "swaps" under Dodd-Frank and issued by a non-US person to other non-US persons (with none of such non-US persons guaranteed by or affiliate conduits of US persons or foreign branches of "swap dealers" or "major swap participants" that are US persons), the Warrants or Certificates may not be subject to Dodd-Frank. The SEC has also adopted final rules that address when a cross-border transaction must be counted toward the threshold requirement to register as a security-based swap dealer or major security-based swap participant.

In addition, Dodd-Frank, amending the Commodity Exchange Act, expanded the definition of a "commodity pool" to include any form of enterprise operated for the purpose of trading in commodity interests, including swaps. If the Issuer were deemed to be a "commodity pool", then both the "commodity pool operator" and the "commodity trading advisor" of the Issuer would be required to register as such with the CFTC and the National Futures Association. While there remain certain limited exemptions from registration, it is unclear whether and to what extent any of these exemptions would be available to avoid registration with respect to the Issuer. In addition, if the Issuer were deemed to be a "commodity pool", it would have to comply with a number of reporting requirements that are designed to apply to traded commodity pools. It is presently unclear how the Issuer could comply with certain of these reporting requirements on an ongoing basis. Such registration and other requirements would involve material ongoing costs to the Issuer, thereby materially and adversely impacting a Security's value.

In addition, other regulatory bodies have proposed or may propose in the future (such as MiFID II as regards to which see above) similar requirements to those imposed by Dodd-Frank or other regulations containing other restrictions that could adversely impact the liquidity of and increase costs of entering into derivatives transaction.

#### **Investment considerations relating to 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). However, Estonia has since stated that it will not participate. If the Commission's proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which could include the Issuer) 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 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 Issuer's hedging arrangements or the purchase or sale of securities (such as charged assets) or the exercise/settlement of a warrant. The Issuer is, in certain circumstances, able to pass on any such tax liabilities to holders of the Securities and therefore this may result in investors receiving less than expected in respect of the Securities. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the 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.

However, the FTT proposal remains subject to negotiation between the participating member states. It may therefore be altered prior to the implementation, the timing of which remains unclear. Additional EU member states may decide to participate and/or participating member states may decide to withdraw. Prospective holders of the Securities are advised to seek their own professional advice in relation to the FTT.

**Investment considerations associated with certain interest rates***Additional information on EURIBOR and related reforms*

The euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates.

If EURIBOR were discontinued or otherwise unavailable, the rate of interest on the Securities will be determined for the relevant period by the fall-back provisions applicable to the Securities, as further described in the Conditions.

*Additional information on the development of SONIA, SOFR, €STR, SARON and TONA as reference rates*

The market continues to develop in relation to SONIA, SOFR, €STR, SARON and TONA, respectively, as reference rates in the capital markets and their adoption as an alternative to GBP-LIBOR, USD-LIBOR, EURIBOR, CHF-LIBOR and JPY-LIBOR, respectively. For example, in the context of backwards-looking rates, market participants and relevant working groups are currently assessing the differences between compounded rates and weighted average rates and the basis on which to determine them, and such groups are also exploring forward-looking "term" SONIA, SOFR, €STR, SARON and TONA reference rates; although, it is not known and whether they will be adopted by the markets. The adoption of SONIA, SOFR, €STR, SARON or TONA may also see component inputs into swap rates or other composite rates.

The market, or a significant part thereof, may adopt an application of SONIA, SOFR, €STR, SARON or TONA that differs significantly from the methodology set out in the Conditions.

*Additional information on the development of SONIA reference rates for use in the capital markets*

In connection with the ongoing development of the market in relation to SONIA as a reference rate in the capital markets, market participants and relevant working groups are exploring alternative reference rates based on SONIA, including term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term). The ongoing development of Compounded Daily SONIA as an interest reference rate for the Eurobond markets, as well as continued development of SONIA-based rates for such markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of the Securities.

*If EURIBOR, STIBOR or any other benchmark is discontinued, the applicable floating rate of interest or Underlying Interest Rate may be changed.*

In respect of Securities linked to an Underlying Interest Rate or Securities which pay a floating rate of interest, if the Calculation Agent determines at any time that the relevant reference rate has been discontinued, the Calculation Agent will use, as a substitute for the relevant reference rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution in the jurisdiction of the currency of the relevant rate that is consistent with industry accepted standards. If the Calculation Agent notifies the Issuer that it is unable to determine such an alternative reference rate, the Calculation Agent will appoint a determination agent (which may be the Guarantor (if applicable) or an affiliate of the Guarantor (if applicable) or the Calculation Agent) who will determine a replacement reference rate, as well as any required changes to the business day convention, the definition of business day, the interest determination date, the day count fraction and any method for calculating the replacement rate including any adjustment required to make such replacement reference rate comparable to the relevant reference rate. Such replacement reference rate will (in the absence of manifest error) be final and binding, and will apply to the relevant Securities.

The replacement rate may perform differently from the discontinued reference rate. It is possible that if an adjustment is applied to any Securities such adjustment may not reflect this difference in performance exactly.

The Conditions also provide for other fallbacks, such as consulting reference banks for rate quotations, which may not be possible if the reference banks decline to provide such quotations for a sustained period of time (or at all). If the relevant screen page for the reference rate is not available or it is not possible to obtain quotations then the Calculation Agent will determine the relevant rate of interest for the affected Securities at the relevant time acting in good faith and in a commercially reasonable manner. The replacement rate may be different to the original rate.

It is possible that, if a reference rate is discontinued, a clear successor rate will not be established in the market for some time. Accordingly, the terms of the Securities provide as an ultimate fallback that, following the designation of a replacement rate, if the Calculation Agent or the determination agent appointed by the Calculation Agent considers that such replacement reference rate is no longer substantially comparable to the original reference rate or does not constitute an industry accepted successor rate, the Calculation Agent will appoint or re-appoint a determination agent (which may or may not be the same entity as the original determination agent) for the purposes of confirming the replacement reference rate or determining a substitute replacement reference rate (despite the continued existence of the initial replacement reference rate). Any such substitute replacement reference rate, once designated pursuant to the Conditions, will apply to the affected Securities. This could impact the relevant rate of interest in respect of the Securities.

*Additional considerations associated with Securities that pay a floating rate of interest referencing SOFR*

SOFR is a relatively new rate. The NY Federal Reserve began to publish SOFR in April 2018. Although the NY Federal Reserve has published historical indicative SOFR information going back to 2014, such prepublication historical data inherently involves assumptions, estimates and approximations. Any historical changes or trends in SOFR may not be an indicator of the future performance of SOFR. Since the initial publication of SOFR, daily changes in the rate have, on occasion, been more volatile than daily changes in other benchmark or market rates. As a result, the return on and value of Securities that pay a floating rate of interest by reference to SOFR ("**SOFR-Linked Securities**") may fluctuate more than floating rate debt securities that are linked to less volatile rates.

Because SOFR is a relatively new market index, SOFR-Linked Securities will likely have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to SOFR, such as the spread over the base rate reflected in the interest rate provisions, may evolve over time, and trading prices of SOFR-Linked Securities may be lower than those of later-issued SOFR-linked debt securities as a result. Similarly, if SOFR does not prove to be widely used in securities like the Securities, the trading price of SOFR-Linked Securities may be lower than those of securities linked to rates that are more widely used.

The manner of adoption or application of reference rates based on SOFR in the bond market may differ materially compared with the application and adoption of SOFR in other markets, such as the derivatives and loan markets. Potential inconsistencies between the adoption of reference rates based on SOFR across these markets may impact any hedging or other financial arrangements which investors may put in place in connection with any acquisition, holding or disposal of the SOFR-Linked Securities.

The NY Federal Reserve notes on its publication page for SOFR that use of SOFR is subject to important limitations, including that the NY Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice. SOFR may be discontinued or fundamentally altered in a way that affects the value of the Securities. If the manner in which SOFR is calculated is changed or if SOFR is discontinued, that change or discontinuance may result in a reduction or elimination of the amount of interest payable on SOFR-Linked Securities and a reduction in the trading prices of such Securities.

*Additional information in respect of Securities denominated in Renminbi*

Investors may be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in the CNY Settlement Centre(s).

All Renminbi payments to investors in the Securities will be made solely (a) for so long as the Securities are represented by a Global Note or Clearing System Global Certificate held with the common depository, for Euroclear and Clearstream, Luxembourg or any alternative clearing system, by transfer to a RMB bank

account maintained in the CNY Settlement Centre(s) in accordance with prevailing Euroclear and/or Clearstream, Luxembourg rules and procedures or (b) so long as the Securities are in definitive form, by transfer to a RMB bank account maintained in the CNY Settlement Centre(s) in accordance with prevailing rules and regulations. The Issuer will not be required to make payment by any other means (including in any other currency or in bank notes, by cheque or draft or by transfer to a bank account in the PRC).

### **Investment considerations associated with adjustment, disruption and related redemption provisions in respect of the Securities**

#### *Description of Additional Disruption Event and Optional Additional Disruption Events*

The Additional Disruption Events correspond to changes in law (including changes in tax or regulatory capital requirements) and hedging disruptions in respect of any hedging transactions relating to the Securities. The Optional Additional Disruption Events that may be specified in the applicable Final Terms correspond to the occurrence of an event relating to benchmark reform (including a material change, permanent cancellation or issue with any official authorisation of the benchmark, administrator or sponsor) (an Administrator/Benchmark Event), an early redemption of any Debt Securities (a Cancellation Event), an issue converting or determining a rate for a currency (a Currency Event), a failure to deliver assets comprising the Entitlement in the case of Physical Delivery Securities (a Failure to Deliver due to Illiquidity), a material hindrance or delay to the performance of the Issuer's obligations under the Securities (an Extraordinary External Event), a default by any hedging counterparty in respect of the Securities (a Hedging Party Default), a materially increased cost of hedging (an Increased Cost of Hedging), an increase in the rate to borrow any component of an Index (an Increased Cost of Stock Borrow), circumstances where it is impracticable, illegal or impossible to purchase, sell, hold or otherwise deal in the Underlying Reference (a Jurisdiction Event), insolvency of the relevant Share Company or Basket Company (an Insolvency Filing), an inability to borrow any relevant share (a Loss of Stock Borrow), a drop in the price of a Share below 5 per cent. (or such other value specified in the applicable Final Terms) of its Strike Price (a Stop-Loss Event) and/or an event that is not attributable to the Issuer that significantly alters the economics of the Securities (a Significant Alteration Event). Each of the Additional Disruption Events and Optional Additional Disruption Events are both more fully set out in the Conditions.

#### *Description of Early Redemption Amounts*

The manner in which the amount due to Holders on an early redemption of the Securities is determined may depend on the event that has triggered an early redemption of the Securities and the early redemption method specified in the applicable Final Terms applicable to the relevant Early Redemption Event.

If the Final Terms specify that Highest Value, Market Value or Monetisation Option are applicable, the amount the Holder of Securities receives on early redemption will include reimbursement of any costs that were charged as part of the Issue Price of the Securities and will not include a deduction of any costs. If Monetisation Option is specified as applicable in the applicable Final Terms, the Holder may elect to receive the fair market value of the Securities as if Market Value were applicable instead of the Monetisation Amount. If the Securities are early redeemed in part, the amount calculated as payable on such early redemption will take into account that only a portion of the outstanding Securities are being early redeemed.

### **Investment considerations associated with Securities linked to the performance of one or more Underlying References**

#### *Additional investment considerations in respect of Index Linked Securities*

In respect of Index Linked Securities, Holders will receive an amount (if any) on redemption determined by reference to the value of the underlying index/indices and/or the Index Linked Securities will pay interest calculated 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, among other asset types, 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.



Index Linked Securities linked to a custom index are linked to a proprietary index which may be sponsored and/or calculated by BNP Paribas or one of its Affiliates. Pursuant to the operational rules of the relevant custom index, the custom index is scheduled to be calculated on a periodic basis (for example on each weekday). In the event that one of the levels, values or prices of a component included in the custom index is not available for any reason on a relevant day of calculation including, without limitation, (a) because such day is a non-scheduled trading day in respect of that index component or (b) that index component is subject to a market disruption, then the Calculation Agent of the custom index may, but will not be obliged to, calculate the level of the custom index on a different basis (for example by taking a value for the affected index component from the first preceding day on which a level for such affected index component was available). Such an occurrence may potentially result in a delay in the publication of the index and the level of the index may be different to the level that might have been observed had such circumstances not occurred.

Components of certain Custom Indices may be selected by an independent third party and thereafter may be subject to modification, reallocation and/or rebalancing from time to time, in accordance with the methodology of the index or, if an independent third party index allocation agent has been appointed pursuant to an index allocation agreement in connection with the index, in accordance with the terms of the index allocation agreement. As part of the modification, reallocation and/or rebalancing, components may be added to or removed from the Custom Index or their weights adjusted. The components which are included in the Custom Index and the weight assigned to each component may be determined either wholly or partially by reference to criteria specified in the Custom Index methodology or, if an index allocation agent has been appointed, in the index allocation agreement and/or one or more lists of assets (including, without limitation, research lists, analytical reports or "top picks" guides), which are published by a third party unconnected with the Custom Index. If an independent third party is compiling the list of assets such independent third party may exercise its discretion to determine which assets are included in such list. The methodology of the Custom Index or, if an index allocation agent has been appointed, the index allocation agreement, may apply objective filters to these lists of assets, to determine which assets are included as components in the Custom Index and their weight. The components which are derived from the list published by an independent third party or, if an index allocation agent has been appointed, the instructions of the index allocation agent may affect the performance of the Custom Index, and, correspondingly, the value of the Index Linked Securities. Such independent third parties, including any index allocation agent, have no obligation to take into account the consequences of their actions on any Holders of Securities. None of the Issuer, the Guarantor, the Calculation Agent or any of their relevant Affiliates have any responsibility for the lists published by independent third parties or, if an index allocation agent has been appointed, the component selection, modification, reallocation and/or rebalancing instructions from the index allocation agent, any acts or omissions of the index allocation agent or any other entity appointed in connection with the Custom Index or any breach of any obligations of the index allocation agent under the index allocation agreement.

If appointed in connection with the Custom Index, the index allocation agent may select the components of the Custom Index or may give instructions for modifications, reallocations and/or rebalancings to be made from time to time on a discretionary basis according to its qualified market opinion and in compliance with the index allocation agreement. The index allocation agent will be an independent third party that is not affiliated with the Issuer or entities in the BNP Paribas Group. Entities within the BNP Paribas Group may have other roles in relation to the Index Linked Securities and/or have the power to make various determinations, calculations and/or adjustments and/or have interests which may be adverse to the interests of Holders of Securities in carrying out such roles and do not act as a fiduciary for any Holder of Securities, nor do they provide any advice or recommendations as to the Index Linked Securities or any Custom Index.

If the Index specified in the Final Terms is replaced by a successor index with the same or a substantially similar method for calculating that index or the original index sponsor is replaced by a successor index sponsor acceptable to the Calculation Agent, the successor index or the successor index sponsor will replace the original index or original index sponsor, as applicable.

If the published level of an Index is subsequently corrected, the corrected level will be used if corrected within the prescribed period, provided that, if the corrected level is published less than three Business Days prior to a due date for payment it will be disregarded.

*Additional investment considerations in respect of Share Linked Securities*

In respect of Share Linked Securities, Holders will receive an amount (if any) on redemption determined by reference to the value of the share(s) or Stapled Shares, GDRs and/or ADRs and/or the physical delivery of a given number of share(s) or Stapled Shares, GDRs and/or ADRs and/or the Share Linked Securities will pay interest calculated by reference to the value of the underlying share(s) or Stapled Shares, GDRs and/or ADRs.

No issuer of the underlying shares will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Share Linked 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, it is possible that not 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 or Stapled Shares, 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 or Stapled Shares, GDRs and/or ADRs which is observed.

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 Securities relate.

A Potential Adjustment Event will occur in a number of scenarios more fully described in the Conditions that have a diluting or concentrative effect on the theoretical value of the share(s). The Calculation Agent may adjust the terms of the Share Linked Securities as it determines appropriate to take account of such Potential Adjustment Event.

If the Stapled Shares become de-stapled such that one or more shares comprising the Stapled Shares may be held, owned, sold, transferred, purchased and otherwise dealt with as an individual share, the Issuer may elect to substitute the Stapled Shares with an alternative share meeting certain criteria selected by the Calculation Agent.

In addition, if the published price of a Share is subsequently corrected, the corrected price will be used if corrected within the prescribed period, provided that, if the corrected price is published less than three Business Days prior to a due date for payment it will be disregarded.

*Additional investment considerations in respect of ETI Linked Securities*

In respect of ETI Linked Securities, Holders will receive an amount (if any) on redemption determined by reference to the value of an interest in one or more exchange traded instruments (an "**ETI Interest**") and/or the ETI Linked Securities will pay interest calculated by reference to the value of one or more ETI Interests. While ETI Interests are traded on an exchange and are therefore valued in a similar manner as a share traded on an exchange, if ETI Share Provisions is specified as not applicable in the applicable Final Terms, certain provisions related to ETI Linked Securities are similar to the provisions related to funds and Fund Linked Securities. If ETI Share Provisions is specified as applicable in the applicable Final Terms, the provisions related to the ETI Linked Securities will be more similar to the provisions related to shares and Share Linked Securities.

In hedging the Issuer's obligations under the ETI Linked Securities, an entity providing such hedging (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. The Hedge Provider may perform any number of different hedging practices with respect to ETI Linked Securities without taking into account any Holder's interests.

No entity related to the ETI will have participated in the preparation of the relevant Final Terms or in establishing the terms of the ETI Linked 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 ETI contained in such Final Terms or in the documents from which such information was extracted. Consequently, it is possible that not 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 which is observed.

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 ETIs to which such Securities relate.

If the published price of an ETI Interest is subsequently corrected, the corrected price will be used if corrected within the prescribed period, provided that, if the corrected price is published less than three Business Days prior to a due date for payment it will be disregarded.

*Additional investment considerations in respect of Debt Linked Securities*

In respect of Debt Linked Securities, Holders will receive an amount (if any) on redemption determined by reference to the price or yield of the underlying debt instrument(s) and/or the physical delivery of a given number of debt instrument(s) and/or the Debt Linked Securities will pay interest calculated by reference to the price or yield of the underlying debt instrument(s).

If the published reference price of a debt instrument is subsequently corrected, the corrected reference price will be used if corrected within the specified Debt Security Correction Period, provided that, if the corrected reference price is published less than three Exchange Business Days prior to a due date for payment it will be disregarded.

If an underlying debt instrument is redeemed or cancelled by the relevant issuer of such debt instrument (for example, following an event of default under the terms of the relevant debt instrument), the Issuer will early redeem the Debt Linked Securities at the Early Redemption Amount in accordance with the Conditions.

*Additional investment considerations in respect of Commodity Linked Securities*

In respect of Commodity Linked Securities, Holders will receive an amount (if any) on redemption determined by reference to the value of the underlying commodity (including EU emissions allowances ("**EU Allowances**")), commodity index, commodities and/or commodity indices and/or Commodity Linked Securities will pay interest calculated by reference to the value of the underlying commodity, commodity index, commodities and/or commodity indices.

Where the Commodity Linked Securities are linked to a commodity index, such commodity index may be a well-known and widely available commodity index (such as the S&P GSCI®) or a commodity index which may be less well known (such as a commodity index that is composed, sponsored and/or calculated by BNP Paribas or one of its affiliates) in which case information on the commodity index may be less readily available. A commodity index may be comprised of futures contracts, mono-indices, or other commodity indices, which may be proprietary. Pursuant to the operational rules of the relevant commodity index, the commodity index is scheduled to be calculated on a periodic basis (for example on each weekday). In the event that one of the levels, values or prices of a component included in the commodity index is not available for any reason on a relevant day of calculation including, without limitation, (a) where it is not a business day in respect of that commodity index component or (b) that commodity index component is subject to a market disruption event, then the calculation agent of the commodity index may calculate the level of the commodity index on a different basis (for example, by taking a value for the affected commodity index component on the first day following the end of a specified maximum days of disruption based on the price at which it is able to sell or otherwise realise any hedge position). Such an occurrence may potentially result in a delay in the publication of the commodity index and the level of the commodity index may be different to the level that might have been observed had such circumstances not occurred.

In the case of Commodity Linked Securities that reference one or more commodity indices, if the commodity index is replaced by a successor commodity index with the same or a substantially similar method for calculating that commodity index or the original commodity index sponsor is replaced by a successor commodity index sponsor acceptable to the Calculation Agent such successor commodity index or successor commodity index sponsor will replace the original commodity index or the original commodity index sponsor, as applicable.

If the reference price of a commodity or commodity index is subsequently corrected, the corrected reference price will be used if corrected within 30 calendar days of the original publication, provided that, if the

corrected level is published less than three Commodity Business Days prior to a due date for payment it will be disregarded.

If the applicable Final Terms specifies that the Commodity Linked Securities are linked to the performance of a futures contract in respect of a commodity, the considerations described above will apply to such futures contract by reference to the underlying commodity.

*Additional investment considerations in respect of Commodity Linked Securities that are linked to EU Allowances*

The market for carbon emission allowances or credits has emerged as a consequence of the Kyoto Protocol and covers both industrial and developing countries. Industrial countries are allocated emissions allowances under the Kyoto Protocol. The EU introduced its own emission trading scheme (the "**EU-ETS**") in 2005 (pursuant to Directive 2003/87/EC, as amended from time to time (the "**EU Emissions Allowance Directive**")), which extends beyond the 2012 termination of the Kyoto Protocol.

An EU Allowance refers to an "allowance", as such term is defined in the EU Emissions Allowance Directive, that has been issued by a competent authority pursuant to Article 25 of the EU Emissions Allowance Directive. One EU Allowance corresponds to the emission by the holder of one tonne of carbon dioxide (CO<sub>2</sub>) equivalent during a specified period which is valid for meeting certain emissions related obligations. The EU's member states issue new EU Allowances annually to each company subject to the EU-ETS. These awards are made in accordance with an allocation plan approved by the European Commission which is based on the EU's application of the Kyoto Protocol's obligations to the industries covered by the EU-ETS. By 30 September in each year, companies are obliged to "surrender" a number of EU Allowances corresponding to their actual emissions in the preceding year. EU Allowances can also be rolled over from one year to the next if a company emits less carbon dioxide or carbon-equivalent greenhouse gas than the EU Allowances it holds. EU Allowances have a limited or no value outside the EU-ETS.

*Additional investment considerations in respect of Inflation Linked Securities*

In respect of Inflation Linked Securities, Holders of Securities will receive an amount (if any) on redemption determined by reference to the value of the underlying inflation index/indices and/or the Inflation Linked Securities will pay interest calculated by reference to the value of the underlying inflation index/indices.

The terms of the Inflation Linked Securities may be adjusted by the Calculation Agent if the Calculation Agent determines that the Index Sponsor fails to publish or announce the level of an inflation index. The Calculation Agent will determine a substitute level for the relevant inflation index by reference to (a) a related bond specified in the Final Terms or (b) a formula that calculates the level of the relevant inflation index based on previously available levels. If publication of the level of the relevant inflation index is disrupted or discontinued or the inflation index is cancelled, the Calculation Agent may determine a successor inflation index. The Calculation Agent may further adjust the terms of the Inflation Linked Securities to take account of such substitute level or substitute inflation index.

The Calculation Agent may also make adjustments to the terms of the Inflation Linked Securities or the relevant level of an inflation index if (a) a published level is subsequently revised within the cut-off periods described in the Conditions, (b) there is a material change to the formula for calculating an inflation index or (c) an inflation index is rebased, provided that, if an inflation index is rebased such that the Calculation Agent is unable to make adjustments that would produce a commercially reasonable result, the Issuer may redeem the Inflation Linked Securities at the Early Redemption Amount.

If an inflation index is cancelled (and the Calculation Agent is unable to determine a successor inflation index), either the Calculation Agent will calculate the level of the inflation index or the Issuer will redeem the Inflation Linked Securities at the Early Redemption Amount in accordance with the Conditions.

*Additional investment considerations in respect of Currency Linked Securities*

In respect of Currency Linked Securities, Holders of Securities will receive an amount (if any) on redemption determined by reference to the value of the currency/currencies and/or the physical delivery of a given amount of a currency or currencies and/or Currency Linked Securities will pay interest calculated by

reference to the value of the underlying currency/currencies. Currency Linked Securities reference the performance of an exchange rate between a base currency and one or more subject currencies.

*Additional investment considerations in respect of Fund Linked Securities (other than where the Fund is a Euro Fund)*

In respect of Fund Linked Securities (other than where the Fund is a Euro Fund), Holders of Securities will receive an amount (if any) on redemption determined by reference to the value of fund shares or units in one or more funds (including hedge funds, mutual funds or private equity funds or pool investment vehicles) (each a "**Fund**"), the level of a fund index comprised of such fund shares or units and/or the physical delivery of a given number of fund shares or units and/or Fund Linked Securities will pay interest calculated by reference to the value of the fund shares or units or the level of the fund index. The value of fund shares or units or the level of a fund index may be affected by the performance of the fund service providers, and in particular the investment adviser (each, a "**Fund Services Provider**").

Funds may trade and invest in a broad range of investments and financial instruments using sophisticated investment techniques. None of the Issuer, the Guarantor (if any), the Swap Counterparty or the Calculation Agent have any control over investments made by a Fund and therefore in no way guarantee the performance of a Fund. 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.

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 Linked Securities are "feeder" funds, the Extraordinary Fund Events described 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 consider whether the relevant Fund(s) are established as part of a master-feeder fund structure.

No Fund Service Provider will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Fund Linked Securities, and none of the Issuer, the Guarantor (if applicable), the Swap Counterparty, the Trustee, the Calculation Agent or any Dealer 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, it is possible that not 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 or the level of the fund index 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 or the level of the fund index and therefore the trading price of the Fund Linked Securities.

Except as provided in the Conditions, Holders of Securities 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 or the relevant fund index to which such Securities relate.

*Additional investment considerations in respect of Fund Linked Securities (where the Fund is a Euro Fund)*

In respect of Fund Linked Securities where the Fund is a Euro Fund, Holders will receive an amount (if any) on redemption determined by reference to the gross rate of return of an insurance or investment policy or capitalisation contract backed by euro-denominated assets (a "**Euro Fund**") offered by the insurance company specified in the applicable Final Terms and/or Fund Linked Securities will pay interest calculated by reference to such gross rate of return. The gross rate of return in respect of a Euro Fund may be affected by the performance of the insurance company that offers the Euro Fund and/or the assets underlying the Euro Fund.

Euro Funds typically invest in long-term, stable assets, such as bonds, on a "buy-to-hold" basis. As a consequence, although none of the Issuer, the Guarantor (if any) or the Calculation Agent have any control

over investments made by a Euro Fund, the yield of a Euro Fund portfolio is generally known in advance. Euro Funds offer investors a guaranteed rate of return, which is generally higher than the money market rate, but limited in terms of performance potential.

No insurance company will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Fund Linked Securities, and none of the Issuer, the Guarantor (if applicable) or any Dealer will make any investigation or enquiry in connection with such offering with respect to any information concerning any such insurance company offering such Euro Fund or the assets underlying such Euro Fund referenced in such Final Terms or in the documents from which such information was extracted. Consequently, it is possible that not 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 gross rate of return of the Euro Fund 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 insurance company could affect the gross rate of return of the Euro Fund which is observed and therefore the trading price of the Fund Linked Securities.

An investor's understanding of the Euro Fund and the Insurance Company will be incomplete without conducting their own thorough investigations into the Euro Fund and the Insurance Company, as if they were a policyholder in the Euro Fund.

*Additional investment considerations in respect of Underlying Interest Rate Linked Securities*

In respect of Underlying Interest Rate Linked Securities, Holders of Securities will receive an amount (if any) on redemption or settlement determined by reference to the value of one or more underlying interest rates and/or Underlying Interest Rate Linked Securities will pay interest calculated by reference to the value of one or more underlying interest rates.

The underlying interest rate will be determined by reference to:

- (a) a hypothetical interest rate swap transaction if "ISDA Determination" is specified in the applicable Final Terms;
- (b) a rate provided on a screen page if "Screen Rate Determination – IBOR" is specified in the applicable Final Terms; or
- (c) a rate calculated by the Calculation Agent on the basis of (i) if "Screen Rate Determination – SONIA" is specified in the applicable Final Terms, (A) the weighted average mean of SONIA, (B) a daily compounded SONIA or (C) the SONIA Index published by the administrator of the SONIA reference rate, (ii) if "Screen Rate Determination – SOFR" is specified in the applicable Final Terms, (A) the arithmetic mean of SOFR, (B) a daily compounded SOFR or (C) the SOFR Index published on the NY Federal Reserve Website, (iii) if "Screen Rate Determination – €STR" is specified in the applicable Final Terms, a daily compounded €STR, (iv) if "Screen Rate Determination – SARON" is specified in the applicable Final Terms, a daily compounded SARON or (v) if "Screen Rate Determination – TONA" is specified in the applicable Final Terms, a daily compounded TONA, in each case, observed and calculated in accordance with Underlying Interest Rate Linked Condition 3(b) to (f), as applicable.

Regardless of the rate that is determined, if it is subject to a cap and/or a floor, such underlying interest rate will be deemed to be no higher than the Maximum Underlying Reference Rate specified in the applicable Final Terms and/or no lower than the Minimum Underlying Reference Rate specified in the applicable Final Terms.

*Additional investment considerations in respect of Credit Linked Securities*

In respect of Credit Linked Securities, Holders of Securities will receive an amount (if any) on redemption determined by reference to an actual or a hypothetical credit default swap referencing obligations of one or more Reference Entities. Reference Entities may be corporate, sovereign or supra-national entities. Following the occurrence of a Credit Event with respect to a Reference Entity to which the Credit Linked Securities are linked, the redemption value and any interest payable in respect of the Credit Linked Securities may be significantly reduced, which reduction may be to zero. The observation period during which a Credit Event in respect of a Reference Entity may trigger a reduction of the redemption amount or interest payable

in respect of a Credit Linked Security will be specified in the applicable Final Terms, and may begin prior to the Issue Date of the Credit Linked Securities.

The market value of Credit Linked Securities will be linked to the market perception of the creditworthiness of the relevant Reference Entity. Even where a Credit Event does not occur, the market value of the Credit Linked Securities may be adversely affected when the probability or perceived probability of a Credit Event occurring in respect of any Reference Entity increases.

Buying a Credit Linked Security is not equivalent to investing in debt obligations of a Reference Entity. A Credit Linked Security confers no rights in respect of any debt obligations of the relevant Reference Entity. The holding of a Credit Linked Security is unlikely to lead to outcomes which exactly reflect the impact of investing in an obligation of a Reference Entity. The Issuer's obligations in respect of Credit Linked Securities are irrespective of the existence or amount of the Issuer's and/or any Affiliates' credit exposure to a Reference Entity.

A Credit Event may occur as a result of events including: (a) the relevant Reference Entity's failure to perform certain financial obligations when due (where the NTCE Provisions are not applicable in respect of a particular Reference Entity, whether or not such failure represents a deterioration in the financial condition or creditworthiness of the Reference Entity); (b) with respect to the relevant Reference Entity, its dissolution, insolvency, inability to pay its debts, entry into a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, becoming the subject of proceedings seeking a judgment of insolvency or bankruptcy or any similar relief, passing of a resolution for its winding-up or liquidation, or being subject to the appointment of an administrator, liquidator, conservator, receiver, trustee, custodian or other similar official for its assets; (c) certain financial obligations of the relevant Reference Entity becoming (or being capable of becoming) due and payable before they would otherwise have been due and payable as a result of the occurrence of a default, event of default or other similar condition or event (however described); (d) an authorised officer of the Reference Entity or a governmental authority disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more of certain financial obligations of the relevant Reference Entity, or declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to such obligations; (e) a restructuring of certain financial obligations of the relevant Reference Entity is agreed between the Reference Entity or a governmental authority and a sufficient number of holders of the relevant obligation to bind all holders of such obligations, or such a restructuring is announced (or otherwise decreed) by the relevant Reference Entity or a governmental authority in a form that binds all holders of the relevant obligations, where such event is not expressly provided for under the terms of such obligations (and whether or not such restructuring arises from a deterioration in the financial condition or creditworthiness of the Reference Entity); or (f) certain rights of creditors in respect of certain financial obligations of the Reference Entity are adversely affected as a result of action taken or an announcement made by a governmental authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such obligations. The foregoing summary is not a comprehensive list of events which may constitute a Credit Event, and such events are more fully described in the Conditions. Applicable Credit Events in respect of a particular Reference Entity will be set out in the terms of the Credit Linked Securities (which may be by reference to publicly available documentation). The application of certain Credit Events with respect to certain Reference Entities may be further varied by the terms of the Credit Linked Securities.

**DOCUMENTS INCORPORATED BY REFERENCE**

This Base Prospectus should be read and construed in conjunction with:

- (a) the SecurAsset base prospectus dated 27 November 2013 (the "**2013 Base Prospectus**") (accessible on <https://securasset.lu/wp-content/uploads/2020/07/SecurAsset-Base-Prospectus-dated-27-November-2013.pdf>) and the supplement to the 2013 Base Prospectus dated 23 April 2014 (the "**April 2014 Supplement**") (accessible on <https://securasset.lu/wp-content/uploads/2020/07/Second-Supplement-dated-23-April-2014-to-Base-Prospectus-dated-27-November-2013.pdf>) (the 2013 Base Prospectus and the April 2014 Supplement together, the "**Supplemented 2013 Base Prospectus**");
- (b) the SecurAsset base prospectus dated 27 November 2014 (the "**2014 Base Prospectus**") (accessible on <https://securasset.lu/wp-content/uploads/2020/07/SecurAsset-Base-Prospectus-dated-27-November-2014.pdf>) and the supplement to the 2014 Base Prospectus dated 26 June 2015 (the "**June 2015 Supplement**") (accessible on <https://securasset.lu/wp-content/uploads/2020/07/Supplement-dated-26-June-2015-to-the-Base-Prospectus-27-November-2014.pdf>) (the 2014 Base Prospectus and the June 2015 Supplement together, the "**Supplemented 2014 Base Prospectus**");
- (c) the SecurAsset base prospectus dated 27 November 2015 (the "**2015 Base Prospectus**") (accessible on [https://securasset.lu/wp-content/uploads/2016/07/SecurAsset\\_Base\\_Prospectus\\_2015.pdf](https://securasset.lu/wp-content/uploads/2016/07/SecurAsset_Base_Prospectus_2015.pdf)) and the supplement to the 2015 Base Prospectus dated 27 May 2016 (the "**May 2016 Supplement**") (accessible on <https://securasset.lu/wp-content/uploads/2020/07/Supplement-dated-27-May-2016-to-Base-Prospectus-dated-27-November-2015.pdf>) (the 2015 Base Prospectus and the May 2016 Supplement together, the "**Supplemented 2015 Base Prospectus**");
- (d) the SecurAsset base prospectus dated 28 September 2016 (the "**2016 Base Prospectus**") (accessible on <https://securasset.lu/wp-content/uploads/2020/07/SecurAsset-Base-Prospectus-dated-28-September-2016.pdf>) and the supplement to the 2016 Base Prospectus dated 1 March 2017 (the "**March 2017 Supplement**") (accessible on <https://securasset.lu/wp-content/uploads/2020/07/Supplement-dated-1-March-2017-to-Base-Prospectus-dated-28-September-2016.pdf>) (the 2016 Base Prospectus and the March 2017 Supplement together, the "**Supplemented 2016 Base Prospectus**");
- (e) the SecurAsset base prospectus dated 26 September 2017 (the "**2017 Base Prospectus**") (accessible on <https://securasset.lu/wp-content/uploads/2020/07/SecurAsset-Base-Prospectus-dated-26-September-2017.pdf>) and the supplement to the 2017 Base Prospectus dated 25 May 2018 (the "**May 2018 Supplement**") (accessible on <https://securasset.lu/wp-content/uploads/2020/07/Supplement-dated-25-May-2018-to-Base-Prospectus-2017.pdf>) (the 2017 Base Prospectus and the May 2018 Supplement together, the "**Supplemented 2017 Base Prospectus**");
- (f) the SecurAsset base prospectus dated 7 August 2018 (the "**2018 Base Prospectus**") (accessible on <https://securasset.lu/wp-content/uploads/2020/07/SecurAsset-Base-Prospectus-dated-7-August-2018.pdf>);
- (g) the SecurAsset base prospectus dated 3 July 2019 (the "**2019 Base Prospectus**") (accessible on <https://securasset.lu/wp-content/uploads/2020/07/SecurAsset-Base-Prospectus-dated-3-July-2019.pdf>);
- (h) the SecurAsset base prospectus dated 10 July 2020 (the "**2020 Base Prospectus**") (accessible on <https://securasset.lu/wp-content/uploads/2020/07/SecurAsset-2020-Programme-Update-Base-Prospectus.pdf>);
- (i) the SecurAsset base prospectus dated 9 July 2021 (the "**2021 Base Prospectus**") (accessible on <https://securasset.lu/wp-content/uploads/2021/07/SecurAsset-2021-Programme-Update-Final-Base-Prospectus.pdf>);



- (j) the SecurAsset base prospectus dated 22 September 2022 (the "**2022 Base Prospectus**") (accessible on [https://securasset.lu/wp-content/uploads/2022/09/SecurAsset\\_2022\\_Programme\\_Update\\_Base\\_Prospectus-Final-Version.pdf](https://securasset.lu/wp-content/uploads/2022/09/SecurAsset_2022_Programme_Update_Base_Prospectus-Final-Version.pdf));
- (k) the SecurAsset base prospectus dated 21 September 2023 (the "**2023 Base Prospectus**") (accessible on <https://securasset.lu/wp-content/uploads/2023/09/SecurAsset-2023-Programme-Update-Base-Prospectus-21.09.23-Final-Version.pdf>);
- (l) SecurAsset's annual report, consisting of management report, annual accounts and audit report for the financial year ending 31 December 2022 (the "**2022 Annual Accounts**") (accessible on <https://securasset.lu/wp-content/uploads/2024/07/k-SecurAsset-Annual-Report-2022.pdf>) and annual report, consisting of management report, annual accounts and audit report for the financial year ending 31 December 2023 (the "**2023 Annual Accounts**" and, together with the 2022 Annual Accounts, the "**Annual Accounts**") (accessible on <https://securasset.lu/wp-content/uploads/2024/08/SecurAsset-Annual-Report-2023.pdf>);
- (m) SecurAsset's unaudited financial information for the six months ending 30 June 2024 (the "**2024 Interim Accounts**") (accessible on <https://securasset.lu/wp-content/uploads/2024/08/Unaudited-Interim-Accounts-2024.pdf>) and SecurAsset's unaudited financial information for the six months ending 30 June 2023 (accessible on <https://securasset.lu/wp-content/uploads/2024/07/l-SecurAsset-Interim-Accounts-2023.pdf>) (the "**2023 Interim Accounts**" and, together with the 2024 Interim Accounts, the "**Interim Accounts**");
- (n) BNPP's *Document d'Enregistrement Universel au 31 décembre 2022 et rapport financier annuel* in English including the consolidated financial statements for the year ended 31 December 2022 (the "**BNPP 2022 Financial Statements**") and the statutory auditors' report thereon, other than the sections entitled "Person Responsible for the Universal Registration Document" and the "Table of Concordance" (the "**BNPP 2022 Universal Registration Document (in English)**") (accessible on <https://invest.bnpparibas/en/document/universal-registration-document-2022>);
- (o) BNPP's *Document d'Enregistrement Universel au 31 décembre 2023 et rapport financier annuel* in English including the consolidated financial statements for the year ended 31 December 2023 (the "**BNPP 2023 Financial Statements**") and the statutory auditors' report thereon, other than the sections entitled "Person Responsible for the Universal Registration Document" and the "Table of Concordance" (the "**BNPP 2023 Universal Registration Document (in English)**") accessible on (<https://invest.bnpparibas/en/document/universal-registration-document-annual-financial-report-2023-pdf-reproduction-of-the-official-version-of-the-afr-which-has-been-prepared-in-xhtml-format-and-is-available-on-the-issuers-website>);
- (p) the first *Amendement au Document d'Enregistrement Universel 2023* (in English), other than the sections entitled "Person Responsible for the Universal Registration Document" and the "Table of Concordance" (the "**First Amendment to the BNPP 2023 Universal Registration Document (in English)**") (accessible on [1st-amendment-to-the-2023-universal-registration-document-and-annual-financial-report \(invest.bnpparibas\)](https://invest.bnpparibas/en/document/1st-amendment-to-the-2023-universal-registration-document-and-annual-financial-report));
- (q) the second *Amendement au Document d'Enregistrement Universel 2023* (in English), other than the sections entitled "Person Responsible for the Universal Registration Document" and the "Table of Concordance" (the "**Second Amendment to the BNPP 2023 Universal Registration Document (in English)**") (accessible on <https://invest.bnpparibas/en/document/2nd-amendment-to-the-2023-universal-registration-document-and-annual-financial-report>);
- (r) the press release titled "BNP Paribas enters into exclusive negotiations with AXA for the acquisition of AXA investment Managers and a long term partnership in Asset Management" published on 1 August 2024 (the "**August 2024 Press Release**") (accessible on <https://securasset.lu/wp-content/uploads/2024/09/Aug-2024-Press-Release.pdf>),

save that to the extent that there is any inconsistency between (a) any statement in, or incorporated by reference in, this Base Prospectus by the documents listed above and (b) any other statement in, or incorporated by reference in, this Base Prospectus, the statements in (a) above will prevail.

This Base Prospectus, the Supplemented 2013 Base Prospectus, the Supplemented 2014 Base Prospectus, the Supplemented 2015 Base Prospectus, the Supplemented 2016 Base Prospectus, the Supplemented 2017 Base Prospectus, the 2018 Base Prospectus, the 2019 Base Prospectus, the 2020 Base Prospectus, the 2021 Base Prospectus, the 2022 Base Prospectus, the 2023 Base Prospectus, the Interim Accounts, the Annual Accounts, the BNPP 2022 Universal Registration Document (in English), the BNPP 2023 Universal Registration Document (in English), the First Amendment to the BNPP 2023 Universal Registration Document (in English) and the second Amendment to the BNPP 2023 Universal Registration Document (in English) have been published and filed with the CSSF and shall be incorporated in, and form part of, this Base Prospectus save that any statement contained in any such 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 (i) documents incorporated by reference within and/or (ii) sections not listed in the cross-reference lists below in respect of the documents listed above in sub-paragraphs (a) to (r) 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:

Information Incorporated by Reference	Reference
<b>SecurAsset The 2013 Supplemented Base Prospectus</b>	
Terms and Conditions of the Notes	Pages 320 to 388 of the 2013 Base Prospectus
Terms and Conditions of the Notes (addition to Condition 5(b) (vi) ( <i>Determination of Rate of Interest and Calculation of Interest Amount</i> ))	Page 2 of the April 2014 Supplement
Terms and Conditions of the Warrants	Pages 389 to 442 of the 2013 Base Prospectus
Terms and Conditions of the Certificates	Pages 443 to 513 of the 2013 Base Prospectus
Terms and Conditions of the Certificates (addition to Condition 4(b)(vi) ( <i>Determination of Rate of Interest and Calculation of Interest Amount</i> ))	Page 2 of the April 2014 Supplement
Annexes 1 to 11 - Additional Terms and Conditions	Pages 514 to 762 of the 2013 Base Prospectus
Annex 1 (Additional Terms and Conditions for Payouts) (addition to Payout Condition 1.2(b)(i) (SPS Reverse Convertible Securities))	Page 2 of the April 2014 Supplement
Annex 2 ( <i>Additional Terms and Conditions for Index Linked Securities</i> ) (addition to Index Linked Conditions 4, 8(B)(1), 10 and 12)	Pages 2 to 3 of the April 2014 Supplement
Annex 3 ( <i>Additional Terms and Conditions for Share Linked Securities</i> ) (addition to Share Linked Condition 4 ( <i>Knock-in Event and Knock-out Event</i> ))	Page 3 of the April 2014 Supplement
Annex 8 ( <i>Additional Terms and Conditions for Fund Linked Securities</i> ) (addition to Fund Linked Condition 1 ( <i>Definitions</i> ))	Pages 3 to 4 of the April 2014 Supplement
Annex 11 ( <i>Additional Terms and Conditions for ETI Linked Securities</i> ) (addition to ETI Linked Condition 1 ( <i>Definitions</i> ))	Pages 4 to 5 of the April 2014 Supplement

Information Incorporated by Reference	Reference
<b>SecurAsset</b> <b><i>The 2014 Supplemented Base Prospectus</i></b>	
Terms and Conditions of the Notes	Pages 351 to 428 of the 2014 Base Prospectus
Terms and Conditions of the Notes (addition to Condition 7(l) (Early Redemption Events) and amendment to Condition 8(a)(i))	Pages 8 to 9 of the June 2015 Supplement
Terms and Conditions of the Warrants	Pages 429 to 487 of the 2014 Base Prospectus
Terms and Conditions of the Warrants (addition to Condition 8(c) (Early Redemption Events) and amendment to Condition 8(c)(ix) and Condition 9(a)(i))	Pages 10 to 11 of the June 2015 Supplement
Terms and Conditions of the Certificates	Pages 488 to 568 of the 2014 Base Prospectus
Terms and Conditions of the Certificates (addition to Condition 8(l) (Early Redemption Events) and amendment to Condition 8(l)(ix) and Condition 9(a)(i))	Pages 11 to 12 of the June 2015 Supplement
Annexes 1 to 11 - Additional Terms and Conditions	Pages 569 to 883 of the 2014 Base Prospectus
Annex 2 (Additional Terms and Conditions for Index Linked Securities) (amendment to Index Linked Condition 4 (Definitions))	Pages 12 to 14 of the June 2015 Supplement
<b>SecurAsset</b> <b><i>The 2015 Supplemented Base Prospectus</i></b>	
Terms and Conditions of the Notes	Pages 364 to 450 of the 2015 Base Prospectus
Terms and Conditions of the Notes	Page 13 of the May 2016 Supplement
Terms and Conditions of the Warrants	Pages 451 to 514 of the 2015 Base Prospectus
Terms and Conditions of the Warrants	Page 13 of the May 2016 Supplement
Terms and Conditions of the Certificates	Pages 515 to 604 of the 2015 Base Prospectus
Terms and Conditions of the Certificates	Page 13 of the May 2016 Supplement
Annexes 1 to 11 - Additional Terms and Conditions	Pages 605 to 922 of the 2015 Base Prospectus
<b>SecurAsset</b> <b><i>The 2016 Supplemented Base Prospectus</i></b>	
Terms and Conditions of the Notes	Pages 381 to 468 of the 2016 Base Prospectus
Terms and Conditions of the Warrants	Pages 469 to 533 of the 2016 Base Prospectus
Terms and Conditions of the Certificates	Pages 534 to 623 of the 2016 Base Prospectus
Annexes 1 to 11 - Additional Terms and Conditions	Pages 624 to 943 of the 2016 Base Prospectus

Information Incorporated by Reference	Reference
<b>SecurAsset</b> <i>The 2017 Supplemented Base Prospectus</i>	
Terms and Conditions of the Notes	Pages 397 to 490 of the 2017 Base Prospectus
Terms and Conditions of the Warrants	Pages 491 to 554 of the 2017 Base Prospectus
Terms and Conditions of the Certificates	Pages 555 to 560 of the 2017 Base Prospectus
Annexes 1 to 11 - Additional Terms and Conditions	Pages 651 to 981 of the 2017 Base Prospectus
<b>SecurAsset</b> <i>2018 Base Prospectus</i>	
Terms and Conditions of the Notes	Pages 442 to 543 of the 2018 Base Prospectus
Terms and Conditions of the Warrants	Pages 544 to 609 of the 2018 Base Prospectus
Terms and Conditions of the Certificates	Pages 610 to 713 of the 2018 Base Prospectus
Annexes 1 to 12 - Additional Terms and Conditions	Pages 714 to 1101 of the 2018 Base Prospectus
<b>SecurAsset</b> <i>2019 Base Prospectus</i>	
Terms and Conditions of the Notes	Pages 454 to 560 of the 2019 Base Prospectus
Terms and Conditions of the Warrants	Pages 561 to 625 of the 2019 Base Prospectus
Terms and Conditions of the Certificates	Pages 626 to 733 of the 2019 Base Prospectus
Annexes 1 to 12 - Additional Terms and Conditions	Pages 734 to 1090 of the 2019 Base Prospectus
<b>SecurAsset</b> <i>2020 Base Prospectus</i>	
Form of Final Terms for Notes	Pages 226 to 313 of the 2020 Base Prospectus
Terms and Conditions of the Notes	Pages 447 to 575 of the 2020 Base Prospectus
Terms and Conditions of the Warrants	Pages 576 to 643 of the 2020 Base Prospectus
Terms and Conditions of the Certificates	Pages 644 to 774 of the 2020 Base Prospectus
Annexes 1 to 12 - Additional Terms and Conditions	Pages 775 to 1158 of the 2020 Base Prospectus
<b>SecurAsset</b> <i>2021 Base Prospectus</i>	
Form of Final Terms for Notes	Pages 238 to 330 of the 2021 Base Prospectus
Terms and Conditions of the Notes	Pages 471 to 616 of the 2021 Base Prospectus
Terms and Conditions of the Warrants	Pages 617 to 684 of the 2021 Base Prospectus
Terms and Conditions of the Certificates	Pages 685 to 831 of the 2021 Base Prospectus

## DOCUMENTS INCORPORATED BY REFERENCE

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Information Incorporated by Reference	Reference
Annexes 1 to 12 - Additional Terms and Conditions	Pages 832 to 1230 of the 2021 Base Prospectus
<b>SecurAsset</b> <b>2022 Base Prospectus</b>	
Form of Final Terms for Notes	Pages 248 to 341 of the 2022 Base Prospectus
Terms and Conditions of the Notes	Pages 485 to 639 of the 2022 Base Prospectus
Terms and Conditions of the Warrants	Pages 640 to 711 of the 2022 Base Prospectus
Terms and Conditions of the Certificates	Pages 712 to 868 of the 2022 Base Prospectus
Annexes 1 to 12 - Additional Terms and Conditions	Pages 869 to 1283 of the 2022 Base Prospectus
<b>SecurAsset</b> <b>2023 Base Prospectus</b>	
Form of Final Terms for Notes	Pages 229 to 329 of the 2023 Base Prospectus
Terms and Conditions of the Notes	Pages 483 to 639 of the 2023 Base Prospectus
Terms and Conditions of the Warrants	Pages 640 to 711 of the 2023 Base Prospectus
Terms and Conditions of the Certificates	Pages 712 to 869 of the 2023 Base Prospectus
Annexes 1 to 12 - Additional Terms and Conditions	Pages 870 to 1342 of the 2023 Base Prospectus
<b>SecurAsset</b> <b>2022 Annual Accounts</b>	
Management Report	Pages 3 to 5 of the 2022 Annual Accounts
Responsibility Statement	Page 6 of the 2022 Annual Accounts
Corporate Governance Statement	Pages 7 to 9 of the 2022 Annual Accounts
Independent Auditors Report	Pages 10 to 14 of the 2022 Annual Accounts
Combined Balance Sheet as at 31 December 2022	Pages 15 to 16 of the 2022 Annual Accounts
Combined Profit and Loss Account for the year ended 31 December 2022	Page 17 of the 2022 Annual Accounts
Notes to the Annual Accounts	Pages 18 to 201 of the 2022 Annual Accounts
<b>SecurAsset</b> <b>2023 Annual Accounts</b>	
Management Report	Pages 3 to 5 of the 2023 Annual Accounts
Responsibility Statement	Page 6 of the 2023 Annual Accounts
Corporate Governance Statement	Pages 7 to 8 of the 2023 Annual Accounts
Independent Auditors Report	Pages 9 to 13 of the 2023 Annual Accounts

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Information Incorporated by Reference	Reference
Combined Balance Sheet as at 31 December 2021	Pages 14 to 15 of the 2023 Annual Accounts
Combined Profit and Loss Account for the period from 1 January 2021 to 31 December 2021	Page 16 of the 2023 Annual Accounts
Notes to the Annual Accounts	Pages 17 to 166 of the 2023 Annual Accounts
<b><i>SecurAsset 2023 Interim Accounts</i></b>	
Management Report	Pages 3 to 5 of the 2023 Interim Accounts
Responsibility Statement	Page 6 of the 2023 Interim Accounts
Corporate Governance Statement	Pages 7 to 9 of the 2023 Interim Accounts
Combined Balance Sheet as at 30 June 2023	Pages 10 and 11 of the 2023 Interim Accounts
Combined Profit and Loss Account for the period from 1 January 2023 to 30 June 2023	Page 12 of the 2023 Interim Accounts
Notes to the Interim Accounts	Pages 13 to 160 of the 2023 Interim Accounts
<b><i>SecurAsset 2024 Interim Accounts</i></b>	
Management Report	Pages 3 to 5 of the 2024 Interim Accounts
Responsibility Statement	Page 6 of the 2024 Interim Accounts
Corporate Governance Statement	Pages 7 and 8 of the 2024 Interim Accounts
Combined Balance Sheet as at 30 June 2024	Pages 9 and 10 of the 2024 Interim Accounts
Combined Profit and Loss Account for the period from 1 January 2024 to 30 June 2024	Page 11 of the 2024 Interim Accounts
Notes to the Interim Accounts	Pages 12 to 140 of the 2024 Interim Accounts
<b><i>BNPP 2022 Universal Registration Document (in English)</i></b>	
<b><i>2022 Financial Statements</i></b>	
Profit and loss account for the year ended 31 December 2022	Page 176 of the BNPP 2022 Universal Registration Document (in English)
Statement of net income and changes in assets and liabilities recognised directly in equity	Page 177 of the BNPP 2022 Universal Registration Document (in English)
Balance sheet at 31 December 2022	Page 178 of the BNPP 2022 Universal Registration Document (in English)
Cash flow statement for the year ended 31 December 2022	Page 179 of the BNPP 2022 Universal Registration Document (in English)

Information Incorporated by Reference	Reference
Statement of changes in shareholders' equity between 1 January 2022 and 31 December 2022	Pages 180 and 181 of the BNPP 2022 Universal Registration Document (in English)
Notes to the financial statements prepared in accordance with International Financial Reporting Standards as adopted by the European Union	Pages 182 to 296 of the BNPP 2022 Universal Registration Document (in English)
Statutory Auditors' report on the Consolidated Financial Statements of BNP Paribas for the year ended 31 December 2022	Pages 297 to 302 of the BNPP 2022 Universal Registration Document (in English)
<b><i>BNPP 2023 Universal Registration Document (in English)</i></b>	
<b><i>Extracts of Annex 6 of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019</i></b>	
<b>4. Information about the Guarantor</b>	
4.1 History and development of the Guarantor	
4.1.1. The legal and commercial name of the Guarantor	Page 770 of the BNPP 2023 Universal Registration Document (in English)
4.1.2. The place of registration of the Guarantor and its registration number;	Pages 770 of the BNPP 2023 Universal Registration Document (in English)
4.1.3. The date of incorporation and the length of life of the Guarantor, except where the period is indefinite;	Page 6 of the BNPP 2023 Universal Registration Document (in English)
4.1.4. The domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, the address, telephone number of its registered office (or principal place of business if different from its registered office) and website of the issuer, if any, with a disclaimer that the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus.	Page 770 of the BNPP 2023 Universal Registration Document (in English)
4.1.6. Credit ratings assigned to the Guarantor at the request or with the cooperation of the issuer in the rating process.	Page 5 of the BNPP 2023 Universal Registration Document (in English)
4.1.8 Description of the expected financing of the Guarantor's activities	Pages 157 and 498 to 515 of the BNPP 2023 Universal Registration Document (in English)
<b>5. Business Overview</b>	

Information Incorporated by Reference	Reference
5.1.1. A brief description of the Guarantor's principal activities stating, main categories of products sold and/or services performed.	Pages 7 to 19, 219 to 222, 698 to 699 and 772 to 777 of the BNPP 2023 Universal Registration Document (in English)
5.2. The basis for any statements in the registration document made by the Guarantor regarding its competitive position.	Pages 7 to 19 and 128 to 144 of the BNPP 2023 Universal Registration Document (in English)
<b>6. Organisational Structure</b>	
6.1 If the Guarantor is part of a group, a brief description of the group and the Guarantor's position within it. This may be in the form of, or accompanied by, a diagram of the organisational structure if this helps to clarify the structure.	Page 4 of the BNPP 2023 Universal Registration Document (in English)
6.2. If the Guarantor is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.	Page 770 of the BNPP 2023 Universal Registration Document (in English)
<b>7. Trend Information</b>	
7.2. Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the issuer's prospects for at least the current financial year.	Pages 153 to 157 and 771 of the BNPP 2023 Universal Registration Document (in English)
<b>9. Administrative, Management, and Supervisory Bodies</b>	
<p>9.1. Names, business addresses and functions in the Guarantor of the members of the administrative, management or supervisory bodies, and an indication of the principal activities performed by them outside the Guarantor where these are significant with respect to that Guarantor:</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>	Pages 33 to 48 and 111 of the BNPP 2023 Universal Registration Document (in English)
9.2. Administrative, management, and supervisory bodies conflicts of interests.	Pages 53 to 54, 68 to 69, 73 to 79, 85 and 107 of the BNPP 2023 Universal Registration Document (in English)



Information Incorporated by Reference	Reference
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. In the event that there are no such conflicts, make a statement to that effect.	
<b>10. Major Shareholders</b>	
10.1. To the extent known to the Guarantor, state whether the Guarantor 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.	Pages 20 and 21 of the BNPP 2023 Universal Registration Document (in English)
10.2. A description of any arrangements, known to the Guarantor, the operation of which may at a subsequent date result in a change in control of the Guarantor.	Page 21 of the BNPP 2023 Universal Registration Document (in English)
<b>12. Additional Information</b>	
12.1. Share capital  The amount of the issued capital, the number and classes of the shares of which it is composed with details of their principal characteristics, the part of the issued capital still to be paid up with an indication of the number, or total nominal value and the type of the shares not yet fully paid up, broken down where applicable according to the extent to which they have been paid up.	Pages 20, 274 to 276, 603 to 605, 779 and 798 of the BNPP 2023 Universal Registration Document (in English)
12.2. Memorandum and Articles of Association  The register and the entry number therein, if applicable, and a description of the issuer's objects and purposes and where they can be found in the memorandum and articles of association.	Pages 779 to 784 of the BNPP 2023 Universal Registration Document (in English)
<b>13. Material Contracts</b>	
13.1. A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or an entitlement that is material to the issuer's ability to meet its obligations to security holders in respect of the securities being issued.	Page 770 of the BNPP 2023 Universal Registration Document (in English)

Information Incorporated by Reference	Reference
<b>2023 FINANCIAL STATEMENTS</b>	
Profit and loss account for the year ended 31 December 2023	Page 174 of the BNPP 2023 Universal Registration Document (in English)
Statement of net income and changes in assets and liabilities recognised directly in equity	Page 175 of the BNPP 2023 Universal Registration Document (in English)
Balance sheet at 31 December 2023	Page 176 of the BNPP 2023 Universal Registration Document (in English)
Cash flow statement for the year ended 31 December 2023	Page 177 of the BNPP 2023 Universal Registration Document (in English)
Statement of changes in shareholders' equity between 1 January 2023 and 31 December 2023	Pages 178 and 179 of the BNPP 2023 Universal Registration Document (in English)
Notes to the financial statements prepared in accordance with International Financial Reporting Standards as adopted by the European Union	Pages 180 to 296 of the BNPP 2023 Universal Registration Document (in English)
Statutory Auditors' report on the Consolidated Financial Statements of BNP Paribas for the year ended 31 December 2023	Pages 297 to 302 of the BNPP 2023 Universal Registration Document (in English)
<b>FIRST AMENDMENT TO THE BNPP 2023 UNIVERSAL REGISTRATION DOCUMENT (IN ENGLISH)</b>	
<b>Headings as listed by Annex 6 of Commission Delegated Regulation (EU) 2019/980</b>	
<b>7. Trend Information</b>	
7.2 Trends, uncertainties, demands, commitments or events	Page 85 of the First Amendment to the BNPP 2023 Universal Registration Document (in English)
<b>SECOND AMENDMENT TO THE BNPP 2023 UNIVERSAL REGISTRATION DOCUMENT (IN ENGLISH)</b>	
<b>Headings as listed by Annex 6 of Commission Delegated Regulation (EU) 2019/980</b>	
<b>3. Risk Factors</b>	
3.1 Material risks specific to the Guarantor and that may affect the Issuer's ability to fulfil its obligations under the securities	Pages 284 to 299 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English)
<b>7. Trend Information</b>	
7.1	Pages 69 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English)

Information Incorporated by Reference	Reference
<p>(a) Description of any material adverse change in the prospects of the issuer since the date of its last published audited financial statements;</p> <p>(b) any significant change in the financial performance of the group since the end of the last financial period for which financial information has been published</p>	
<b>10. Major shareholders</b>	
10.1 To the extent known to the Guarantor, state whether the Guarantor 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.	Page 307 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English)
<b>11. Financial information concerning the Guarantor's assets and liabilities, financial position and profits and losses</b>	
11.2 Quarterly or half-yearly financial information	Pages 74 to 196 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English)
11.4 Legal and arbitration proceedings	Pages 308 and 309 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English)
<b>August 2024 Press Release</b>	
Headings as listed by Annex 6 of Commission Delegated Regulation (EU) 2019/980	
<b>7. Trend Information</b>	
<p>7.1</p> <p>(a) Description of any material adverse change in the prospects of the issuer since the date of its last published audited financial statements;</p> <p>(b) any significant change in the financial performance of the group since the end of the last financial period for which financial information has been published</p>	Pages 1-2 of the August 2024 Press Release

The documents constituting the BNP Paribas Disclosure will be available for viewing on the website of BNPP (<https://invest.bnpparibas/en/>). In addition, this Base Prospectus, the documents incorporated by reference herein and any Final Terms relating to Securities admitted to trading on the Luxembourg Stock Exchange's regulated market as aforementioned will be published on the Internet site of the Luxembourg Stock Exchange at [www.luxse.com](http://www.luxse.com).

Following the publication of this Base Prospectus, a Supplement may be prepared by the Issuer and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such Supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of the 2023 Base Prospectus, 2022 Base Prospectus, 2021 Base Prospectus, the 2020 Base Prospectus, the 2019 Base Prospectus, the 2018 Base Prospectus, the Supplemented 2017 Base Prospectus, the Supplemented 2016 Base Prospectus, the Supplemented 2015 Base Prospectus, the Supplemented 2014 Base Prospectus, the Supplemented 2013 Base Prospectus, the Annual Accounts, the BNPP 2022 Universal Registration Document (in English), the BNPP 2023 Universal Registration Document (in English), the First Amendment to the BNPP 2023 Universal Registration Document (in English), the Second Amendment to the BNPP 2023 Universal Registration Document (in English) and any other update to the BNPP 2023 Universal Registration Document and the August 2024 Press Release, can be obtained from the specified office of the Issuing and Paying Agent or Principal Warrant and Certificate Agent, as applicable (each defined below), at the address given at the end of this Base Prospectus. Copies of the 2023 Base Prospectus, the 2022 Base Prospectus, the 2021 Base Prospectus, 2020 Base Prospectus, 2019 Base Prospectus, 2018 Base Prospectus, Supplemented 2017 Base Prospectus, Supplemented 2016 Base Prospectus, Supplemented 2015 Base Prospectus, Supplemented 2014 Base Prospectus, Supplemented 2013 Base Prospectus, the Interim Accounts and the Annual Accounts are available on the Luxembourg Stock Exchange website at [www.luxse.com](http://www.luxse.com).

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Securities, prepare a Supplement to this Base Prospectus or publish a new prospectus for use in connection with any subsequent issue of Securities.

For the avoidance of doubt, the content of the websites referenced in this section "*Documents Incorporated By Reference*" do not form part of this Base Prospectus.

**COMMONLY ASKED QUESTIONS**

This section is intended to answer some of the questions which investors may have when considering an investment in the Securities. However, any decision to invest in the Securities should only be made after careful consideration of all relevant sections of this Base Prospectus and the applicable Final Terms. This section should be treated as an introduction to SecurAsset and certain terms of the Securities that may be issued under the Programme. It is not intended to be a substitute for, nor a summary of, the Conditions and may be superseded by the final terms of those Securities.

**1. Who is the Issuer?**

The Issuer is SecurAsset acting through one of its Compartments. The Compartment relevant to the Securities will be specified in the Final Terms.

**2. What is SecurAsset?**

SecurAsset is a special purpose vehicle incorporated as a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg. SecurAsset's only business is to issue instruments which are subject to the Securitisation Act 2004 and the enforcement and limited recourse provisions of the Trust Deed or any other relevant agreement including issuing debt securities such as the Securities or otherwise incur indebtedness moneys borrowed or raised in compliance with the Securitisation Act 2004.

The directors of SecurAsset may be employees of the administrator of SecurAsset. SecurAsset is not an affiliate or a subsidiary of any Dealer.

Each Series of Securities will be issued through a separate Compartment other than Series of Securities issued through a Multi-Series Compartment. Recourse of the Holders of Securities against the Issuer is limited to, and conditional upon, the funds available to the Issuer from time to time in respect of the assets designated as Compartment Assets and other Charged Assets in the Final Terms and the Issuer shall have no liability to make any payments under the Securities where such funds are not available to it. Each Compartment will comprise a pool of assets of the Issuer separate from the pools of assets relating to other Compartments.

**3. What is a Multi-Series Compartment?**

A Multi-Series Compartment is a Compartment through which more than one series of Securities may be issued. Holders of Securities of a Series and the holders of any other Series of securities issued through the same Compartment (which other Series of securities are referred to in this Base Prospectus as Related Notes, Related Warrants or Related Certificates (as applicable) and together as Related Securities) will together have recourse to the assets designated as Compartment Assets and other Charged Assets for the relevant Compartment rather than the Issuer holding such assets in respect of only a single Series of Securities.

**4. What are the Securities?**

The Securities are securities issued by the Issuer which may be in bearer form or registered form, as described in the applicable Final Terms. These securities may be Notes, Warrants or Certificates.

The Securities are secured, limited recourse obligations of the Issuer and rank *pari passu* without any preference among themselves.

The Securities may be linked to one or more share, index, interest rate, fund, ETI interest, commodity, debt instrument, reference entity or other reference point (an Underlying Reference). Where the Securities are linked to an Underlying Reference, the amount payable as the redemption

amount or cash settlement amount and/or as interest and/or premium will be depend on the performance of the relevant Underlying Reference(s), as specified in the applicable Final Terms.

**5. What is the difference between Notes, Certificates and Warrants?**

The Issuer may issue Notes, Certificates or Warrants under the Programme, as specified in the relevant Final Terms. If the Securities are Notes, they will be debt securities issued in an aggregate nominal amount and traded in Specified Denominations (as specified in the relevant Final Terms). If the Securities are Warrants, they will be issued in units. If the Securities are Certificates, they will be issued in units, with each unit having a value of the Notional Amount (as specified in the relevant Final Terms).

Unless previously redeemed or purchased and cancelled, Notes will be redeemed on the Maturity Date at the Final Redemption Amount and/or by delivery of the Entitlement, in each case specified in the relevant Final Terms. Unless previously redeemed or purchased and cancelled, Certificates will be redeemed on the Redemption Date at the Final Redemption Amount and/or by delivery of the Entitlement, in each case specified in the relevant Final Terms. Unless previously settled or purchased and cancelled, Warrants, where exercised in accordance with their terms, will be settled on the Settlement Date at the Cash Settlement Amount and/or by delivery of the Entitlement, in each case specified in the relevant Final Terms.

Depending on the jurisdiction of the investor, Notes, Warrants and Certificates may be subject to different tax and/or accounting treatment.

**6. What documents do you need to read in respect of an issuance of Securities?**

There are several legal documents which you must read in respect of any Securities. These are (i) this Base Prospectus (including any information incorporated by reference in this Base Prospectus) and (ii) the applicable Final Terms (which may include an issue specific summary appended to it) and if produced, any key information document prepared relating to the relevant Series or, if produced a drawdown prospectus in respect of the relevant Series and any key information document prepared relating to the relevant Series.

*What information is included in this Base Prospectus?*

This Base Prospectus contains:

- (i) risk factors relating to SecurAsset, the Guarantor and any Securities issued under the Programme;
- (ii) general information about the Programme in the section of this Base Prospectus titled "*General Description of the Programme*";
- (iii) description of the assets the payments in respect of which will be used by the Issuer to meet its payment obligations in respect of the Securities in the section of this Base Prospectus titled "*Description of the Charged Assets*";
- (iv) the terms and conditions of the Securities that may be issued under the Programme in the sections of this Base Prospectus titled "*Terms and Conditions of the Notes*", "*Terms and Conditions of the Warrants*" and "*Terms and Conditions of the Certificates*", together with the Additional Terms and Conditions applicable to certain types of the Securities, as set out in Annexes 1 to 12 (which for all Securities must be read together with the applicable Final Terms);
- (v) information about SecurAsset in the section of this Base Prospectus titled "*Description of the Issuer*";
- (vi) information about certain counterparties with whom SecurAsset may enter into contracts;

- (vii) certain tax information in the section of this Base Prospectus titled "*Taxation*", although you should always seek specialist advice which has been tailored to your circumstances;
- (viii) restrictions about who can buy Securities in the section of this Base Prospectus titled "*Subscription, Sale and Transfer Restrictions*"; and
- (ix) general information about this Base Prospectus, documents available to investors for inspection and an overview of the parties involved in the section of this Base Prospectus titled "*General Information*".

You should note that the section of this Base Prospectus titled "*General Description of the Programme*" and this section titled "*Commonly Asked Questions*" must be read only as an introduction to this Base Prospectus. Any decision to invest in the Securities should be based on a consideration of this Base Prospectus as a whole, together with the applicable Final Terms and any drawdown prospectus.

*What information is included in the Final Terms?*

While this Base Prospectus includes general information about all Securities, the Final Terms is the document that sets out the specific details of each particular issuance of Securities and completes the Conditions.

The Final Terms will be prepared to document each specific issue of Securities. It will contain:

- the specific terms of the issue, including but not limited to: the number or amount of Securities being issued, the relevant identification codes and the currency of the Securities;
- the commercial terms of the issue, such as the payout formula for redemption, interest or premium amounts (where applicable), any automatic early redemption provisions, information relating to the Charged Assets and the related definitions in respect of a specific issue of Securities, as described in the Base Prospectus;
- the Underlying Reference(s) to which the Securities are linked;
- the relevant dates, such as the issue date, interest payment dates, valuation or averaging date(s) and redemption date; and
- if required, a duly completed summary specific to such issue of Securities appended to it.

Therefore, the Final Terms for such Securities must be read in conjunction with this Base Prospectus.

*What are the risks associated with the Securities?*

Before making an investment in the Securities, investors should carefully consider all of the information set out in this Base Prospectus, the relevant Final Terms (as related drawdown prospectus) and the investor's own personal circumstances. Each investor should have particular regard to, amongst other things, the considerations described under the heading "Risk Factors" on pages 36 to 78 of this document.

*What is the drawdown prospectus and when will the Issuer prepare one?*

For some Securities, the Issuer may prepare a drawdown prospectus, in respect of which application will be made to the CSSF for the approval of such drawdown prospectus as a prospectus for the purposes of the Prospectus Regulation. The drawdown prospectus would include the Final Terms for those Securities, incorporating by reference the whole or any part of this Base Prospectus, but would also contain additional information, such as additional risk factors. The Issuer will prepare a drawdown prospectus where it needs to do so in order to comply with the Prospectus Regulation.

**7. How much of your investment is at risk?**

For some Securities, the amount payable on the maturity date or settlement date may be less than your original investment and may even be zero.

Investors should note that they may be exposed to the credit risk of (i) the Issuer, (ii) the Swap Counterparty and either the Deposit Counterparty, the Repo Counterparty and/or the Collateral Exchange Counterparty (where applicable), depending on the Charged Asset Structure applicable to the relevant Series, (iii) the Custodian (and any sub-custodian appointed in respect of a series of Securities) in relation to Compartment Assets, if applicable to the relevant Series, (iv) the Eligible Compartment Assets Issuer, if applicable to the relevant Series; and (v) the Issuing and Paying Agent (in the case of Notes) and any additional Paying Agents, if applicable to the relevant Series, or Principal Warrant and Certificate Agent (in the case of Certificates or Warrants).

If there is a default by the Swap Counterparty, Deposit Counterparty, the Repo Counterparty or the Collateral Exchange Counterparty, the Custodian (or any sub-custodian appointed in respect of a series of Securities), the Issuing and Paying Agent, any additional Paying Agents or Principal Warrant and Certificate Agent, there is an increased likelihood that investors will lose some or all of their investment in the Securities.

**8. What does the Issuer do with the issue proceeds of the Securities?**

The Issuer will typically use the net proceeds of each Series of Securities and, where applicable, each other series of Related Securities:

- (i) to acquire the assets which will comprise the Charged Assets, which will be specified in the applicable Final Terms; and
- (ii) to make payments under any agreement (including, without limitation, any Related Agreement) relating to the relevant Securities and, where applicable, each other series of Related Securities.

**9. What is the collateral in respect of Securities?**

The Charged Assets will generally be the only assets available to the Issuer to fund its payment obligations under the Securities and, where applicable, any Related Securities. The payments under such assets (both to and from the Issuer) will be designed to ensure that the Issuer has sufficient funds to meet its payment obligations under the Securities and, where applicable, any Related Securities and to meet any related payment obligations.

"**Charged Assets**" consist of:

- (i) Compartment Assets, composed of rights under, certain bonds, notes, warrants, receivables or equity securities of any form, denomination, type or issuer, guarantees, units in funds, loans or any other financial obligations assigned to or assumed by the Issuer or any other specified assets owned by the Issuer, which will be held by the Custodian on behalf of the Issuer pursuant to the Agency Agreement. In certain circumstances, security over the Compartment Assets will take the form of an assignment by way of security of the Issuer's rights against the Custodian under the Agency Agreement to the extent that such rights relate to the Compartment Assets, rather than a charge over the Compartment Assets themselves;
- (ii) Cash Assets, composed of funds held from time to time by the Custodian and/or the Issuing and Paying Agent or Principal Warrant and Certificate Agent, as applicable and/or the Registrar (each as defined in this Base Prospectus) for payments due under the Securities of such Series;
- (iii) the Issuer's rights under the Swap Agreement, the Agency Agreement and Dealer Agreement; and,

if specified as applicable under the relevant Final Terms:

- (iv) Issuer's rights against the Deposit Counterparty under the Deposit Agreement;



- (v) Issuer's rights against the Repo Counterparty under the Repurchase Agreement;
- (vi) Issuer's rights against the Collateral Exchange Counterparty under the Collateral Exchange Agreement; and/or
- (vii) any additional security as may be described in the applicable Final Terms.

The counterparties in the respect of the Charged Assets may also be required to provide collateralisation in respect of their obligations to the Issuer. The amount of any collateralisation and/or the circumstances in which it is payable or deliverable will be set out in the applicable Final Terms.

**10. When might the Charged Assets change?**

The composition of the Charged Assets may change, if:

- (i) Compartment Assets substitution by the Swap Counterparty is specified as applicable in the Final Terms and the Swap Counterparty exercises its right to substitute the Compartment Assets in whole or in part;
- (ii) the Issuer and the Swap Counterparty have entered into a Credit Support Annex and the Swap Counterparty has exercised its right to substitute the Compartment Assets in whole or in part in accordance with the terms of the Credit Support Annex; or
- (iii) the Issuer enters into a Collateral Exchange Agreement with the Collateral Exchange Counterparty, the Collateral Exchange Counterparty initiates a loan in respect of the original Compartment Assets and delivers replacement collateral in connection with such loan;
- (iv) the Repo Counterparty exercises its right under the Repurchase Agreement to deliver to the Issuer new Repo Collateral Securities in substitution or exchange for existing Repo Collateral Securities relating to a Series of Securities,

in which case the Charged Assets will be deemed to comprise such additional assets or rights provided pursuant to such substitution.

**11. To which assets of SecurAsset, if any, do Holders of Securities have recourse?**

The Holders of Securities and the other Transaction Parties will have recourse only to (i) the Charged Assets in respect of the relevant Series (other than where the relevant Series of Securities is issued through a Multi-Series Compartment) and the relevant Compartment, as such assets are specified in the applicable in the Final Terms; and (ii) the Guarantor under the Guarantee, if applicable pursuant to the Final Terms. Each Compartment will comprise a pool of assets of the Issuer separate from the pools of assets relating to other Compartments.

Where assets of the relevant Compartment are insufficient for the purpose of meeting the Issuer's obligations under the relevant issue of Securities and any Related Securities, it will not be possible for the Noteholders of that issue to obtain satisfaction of the debt owed to them by the Issuer from assets belonging to another Compartment or, in the case of Warrantholders and Certificateholders, to obtain payment of the amount owed to them by the Issuer from assets belonging to another Compartment.

**12. What happens if any of the Charged Assets default?**

- (i) In respect of any Charged Assets, if one or more of certain Early Redemption Events is specified as applicable in the relevant Final Terms, then a default under any of the Charged Assets will trigger an early redemption (in the case of Notes or Certificates) or an early termination (in the case of Warrants) and will lead to each Security being redeemed (at its Early Redemption Amount in the case of Notes or Certificates or Early Termination Amount in the case of Warrants).

- (ii) In respect of the Swap Agreement, if "**Swap Termination Without Redemption**" (in case of Notes or Certificates) or "**Swap Termination Without Cancellation**" (in case of Warrants) is specified as applicable in the relevant Final Terms, a default of the Swap Counterparty under the Swap Agreement will lead to an early termination of such agreement, but will not trigger an early redemption or an early termination of the Securities. The Issuer's obligation to pay interest amounts or other amounts under the Securities will, if it is reliant on the Swap Counterparty to pay such amounts under the Swap Agreement, cease but there will be no Event of Default under the Securities.

**13. Who will be the Swap Counterparty or the Repo Counterparty or the Collateral Exchange Counterparty**

The Swap Counterparty to any Swap Agreement, the Repo Counterparty to any Repurchase Agreement and the Collateral Exchange Counterparty to any Collateral Exchange Agreement will be specified in the applicable Final Terms. The Swap Counterparty will be one of BNP Paribas or BNP Paribas Financial Markets S.N.C.

**14. What happens if the Swap Counterparty, the Collateral Exchange Counterparty or the Repo Counterparty defaults?**

A default under the Swap Agreement, the Collateral Exchange Agreement or the Repurchase Agreement will lead to an early termination of such agreements. Unless Swap Termination without Redemption or Swap Termination without Cancellation is applicable, the termination of any of these agreements will constitute an Early Redemption Event and the Securities will be redeemed early (in the case of Notes or Certificates) or cancelled early (in the case of Warrants). Where Swap Termination without Redemption or Swap Termination without Cancellation is applicable a default under the Swap Agreement will lead to an early termination of such agreement but will not lead to early redemption of the Securities (in the case of Notes or Certificates) or early cancellation of the Warrants.

**15. Under what circumstances may the Securities be redeemed before their stated maturity?**

The occurrence of Early Redemption Events (in the case of Notes and Certificates) or Early Termination Events (in the case of Warrants) applicable to the Series. These will be specified in the applicable Final Terms and will depend on the type of Securities and the type of Charged Assets. These events include events relating to the relevant Compartment (events such as tax or regulatory events), events relating to the Related Agreements and the counterparties to the Related Agreements (such as early termination of the Swap Agreement) and events relating to the Compartment Assets (such as default events or unscheduled redemptions or insolvency of the issuer of the Compartment Assets), certain events relating to the Underlying Reference and certain disruption, force majeure and illegality events.

**16. At what amount do the Securities redeem?**

Unless previously redeemed or purchased and cancelled in accordance with its Conditions, each Security will redeem on the relevant Maturity Date, Settlement Date or Redemption Date, as applicable, by either a payment of the Final Redemption Amount (in case of cash settled Securities) or a delivery of an Entitlement (in case of Securities to which Physical Settlement is applicable), as applicable.

The Final Redemption Amount or Cash Settlement Amount will be a cash amount calculated by the Calculation Agent and will consist of the amount specified in the applicable Final Terms. It is possible that no amount shall be payable on final redemption of the Note; and

The Entitlement will be the quantity of the Relevant Asset(s) equal to the Entitlement Amount specified in the applicable Final Terms (or in the case of a Credit Linked Certificate, the relevant obligations and/or other assets as specified in the Credit Linked Conditions).

Each Security which is redeemable in instalments will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms.

If the applicable Final Terms specify that the Securities may be redeemed or terminated at the option of the Issuer and/or the Holders of Securities prior to the Maturity Date, Settlement Date or Redemption Date, as applicable, such redemption or termination will take place on the date or dates and at the amount or amounts indicated in the applicable Final Terms. The amount payable to Holders of Securities in such circumstances may also be subject to payment of any amounts owed by the Issuer to any other parties to the Transaction Documents which rank in priority to payments due to the Holders of Securities.

The amount payable to Holders of Securities on the relevant Maturity Date, Settlement Date or Redemption Date, as applicable, may depend on the type and performance of the Underlying Reference specified in the applicable Final Terms.

**17. What is the order of priority?**

The Base Prospectus sets out the manner in which proceeds available from the enforcement of the security may be distributed between the various parties. The relevant Final Terms will specify which order of priority set out in the Base Prospectus applies to the applicable Series.

In each case, the claims of other creditors of the Issuer in respect of the Securities will be met before the claims of the Holders of Securities and, where applicable, the holders of any Related Securities.

If:

- (i) Swap Counterparty Priority is specified in the applicable Final Terms, then payments due to the Swap Counterparty will rank before the claims of the Holders of Securities and, where applicable, the holders of any Related Securities;
- (ii) Pari Passu Ranking is specified in the applicable Final Terms, then payments due to the Swap Counterparty will rank equally with the claims of the Holders of Securities and, where applicable, the holders of any Related Securities; and
- (iii) Noteholder Priority, Certificateholder Priority or Warrantholder Priority is specified in the applicable Final Terms, then the claims of the relevant Holders of Securities and, where applicable, the holders of any Related Securities will rank before the claims of the Swap Counterparty.

**18. Are the Securities guaranteed by anybody?**

The Securities will not be guaranteed by anybody unless specified in the applicable Final Terms. If the Securities are guaranteed, the Guarantor will be BNP Paribas.

The types of Guarantees that may be applicable to the Securities are:

- (i) a General Guarantee in respect of the Issuer's obligations, which are themselves limited by a number of factors including, but not limited to, the provisions of the Securitisation Act 2004 and the terms and conditions of the Securities; (i) the redemption amount (which may be limited to the liquidation proceeds of the Charged Assets of the Compartment relating to such Security), (ii) Compartments, (iii) limited recourse, (iv) non-petition, (v) subordination and (vi) priority of payments, as described in this Base Prospectus; or
- (ii) a Shortfall Guarantee, which is not a full Guarantee of the Issuer's obligations, but which only relates to the Shortfall Amount and which will be conditional on (A) the Holders of Securities receiving less than the amount which would otherwise have been payable in respect of the Securities; and (B) the liquidation of the Charged Assets. The Shortfall Amount represents the amount by which any proceeds from the liquidation of the Charged Assets are insufficient to meet (1) the Final Redemption Amount or Automatic Early Redemption Amount (as applicable and in the case of Notes or Certificates) or Cash

Settlement Amount (in the case of Warrants) on the Maturity Date or Automatic Early Redemption Date (as applicable and in the case of Notes), Settlement Date (in the case of Warrants) or Redemption Date or Automatic Early Redemption Date (as applicable and in the case of Certificates) or (2) the fair market value of the relevant Security following an Event of Default (other than an Event of Default resulting from a failure to pay the Final Redemption Amount or Automatic Early Redemption Amount (in the case of Notes or Certificates) or the Cash Settlement Amount (in the case of Guaranteed Warrants)), an Early Redemption Event or an Early Termination Event.

**19. Who is the "Holder of Securities"?**

- (i) If the Securities are held through a clearing system (if so specified in the applicable Final Terms), the legal "Holder of Securities" will be the entity nominated by the clearing system as the depositary for the Securities (known as the common depositary). Such entity will hold the Securities for the benefit of the clearing systems.
- (ii) As an investor, your rights in relation to the Securities will be governed by the contract you have with your broker, custodian or other entity through which you hold your interest in the Securities and the contracts they have with the clearing system and any intermediaries in between. Accordingly, where this Base Prospectus describes a right as being owed to, or exercisable by, a Holder of Securities, then your ability to benefit from or exercise such right will be dependent on the terms of the contracts in such chain.
- (iii) In case of the Notes only, if the Notes are held outside the clearing systems, the Holder of Securities will be the person who holds the definitive Bearer Note (in the case of Bearer Notes in definitive form) or the person in whose name a Registered Note is registered (in case of Registered Notes).

**20. What rights do Holders of Securities have against the Issuer?**

Holders of Securities' rights include the right to any payments payable to Holders of Securities in accordance with the Conditions and the applicable Final Terms. Holders of Securities may also have the right to make certain determinations or decisions (which may sometimes be required to be by a resolution of Holders of Securities) and the Issuer may only take certain actions with respect to the Securities if approved by Holders of Securities. Holders of Securities should note that, notwithstanding they may be owed payments under the Securities, their rights of direct action against the Issuer are limited as the right to take such action is generally instead vested in the Trustee.

**21. What are the requirements for exercising Holders of Securities' rights in respect of the Securities?**

The Conditions specify the requirements for exercising each right in respect of the Securities, including the person (if any) that is entitled to enforce such right on behalf of the Holders of Securities and the required percentage of Holders of Securities (if any) that may direct such person to enforce such right. For example, the Conditions specify that only the Trustee may exercise the right to enforce the Security on behalf of Holders of Securities if a default in payment by the Issuer has occurred. The Holders of Securities may direct the Trustee to exercise such rights by way of an Extraordinary Resolution, being a resolution passed at a meeting duly convened and held by a majority of at least 75 per cent. of the votes cast.

Holders of Securities should be aware that, even if they have directed the Trustee to act in accordance with the Conditions, the Trustee may request that it is indemnified and/or secured and/or pre-funded before it so acts.

**22. How do you exercise a right to vote or enforce your rights in respect of the Securities?**

If the Securities are held through a clearing system then, as rights under the Securities can only be exercised by the legal Holders of Securities, you must contact the custodian, broker or other entity

through which you hold your interest in the Securities if you wish for any vote to be cast or direction to be given on your behalf.

In respect of Securities held outside the clearing system, you may exercise your rights to vote or give directions directly in accordance with the Conditions.

23. **Who can enforce your rights against the Issuer if the Issuer has failed to make a payment on the Securities?**

The Issuer will execute a Trust Deed in respect of each Series, under which it will covenant to the Trustee that it will make the relevant payments and deliveries due on the Securities. The Trustee will hold the benefit of this covenant for Holders of Securities. If the Issuer fails to make a payment or delivery when due, only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Holders of Securities, unless the Trustee fails to do so within a reasonable period after having become bound to do so and such failure is continuing.

24. **When will the security be enforced?**

The Compartment Security relating to a Series of Securities will become enforceable upon occurrence of an event of default. These events of default are:

- (a) a default is made for a period of 30 days or more in the payment of any sum due or the delivery of the Entitlement in respect of the Securities;
- (b) the Issuer fails to perform or observe any of its other obligations under the Securities or the Trust Deed (subject to a 45 day grace period where such failure is (in the opinion of the Trustee) remediable);
- (c) in respect of any other Series of securities issued under the same Compartment as the Securities, a Note Acceleration (where the Securities are Notes), a Warrant Acceleration (where the Securities are Warrants) or a Certificate Acceleration (where the Securities are Certificates), as applicable, occurs;
- (d) any order is made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer or other insolvency related events occur with respect to the Issuer save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an extraordinary resolution of the Holders of Securities; or
- (d) the Guarantee, where applicable, ceases to be in full force and effect in respect of the Securities, or the Guarantor is unable to perform its obligations thereunder for any reason.

The Trustee may after the occurrence of an Event of Default, and if so requested in writing by the holders of at least 25 per cent. in principal amount outstanding of the relevant Series of Notes or in number of the relevant Securities (in the case of Warrants or Certificates), or if so directed by an Extraordinary Resolution of such holders, shall, give notice to the Issuer and the Guarantor (if applicable) that the relevant Securities are immediately due and repayable at an amount equal to (unless otherwise specified in the Final Terms) the Liquidation Proceeds (such occurrence, a "**Note Acceleration**" (in the case of Notes), a "**Warrant Acceleration**" (in the case of Warrants) or a "**Certificate Acceleration**" (in the case of Certificates)) and the Compartment Security will become enforceable.

In respect of Securities issued through a Multi-Series Compartment, a Note Acceleration, Warrant Acceleration or Certificate Acceleration (each an "**Acceleration Event**") occurring following an Event of Default in respect of one Series of Securities issued through the relevant Multi-Series Compartment will lead to an Event of Default occurring in respect of each other series of Related Securities issued through such Multi-Series Compartment and an Acceleration Event occurring in respect of each other series of Related Securities without any action being taken by the holders of such Related Securities.

The Trustee may enforce the Compartment Security at any time after it has become enforceable but is only obliged to enforce the Compartment Security if directed to do so by (i) either a direction in writing by holders of at least 25 per cent. in principal amount outstanding of the relevant Series of Securities or by an Extraordinary Resolution of the Holders of the Securities; or (ii) a written direction of the Swap Counterparty.

Please note that only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights in respect of the security (and to declare an Acceleration Event) subject in each case to being indemnified and/or secured to its satisfaction.

**25. How are payments made to you?**

If the Securities are held through a clearing system, payments will be made in accordance with the contract you have with your broker, custodian or other entity through which you hold your interest in the Securities.

For Securities not held through a clearing system, the "Holder of Security" will be the investor who physically holds the Security (in the case of Bearer Notes) or the person shown on the register kept by the Registrar as the registered holder (in the case of Registered Global Notes or Definitive Registered Notes). To receive payment of principal, interest or other amounts, you will need to contact a paying agent (for Bearer Notes) or the Registrar (for Registered Global Notes or Definitive Registered Notes) and present evidence of your holding of the relevant Security.

The Issuer will not make payments to you directly but will do so through the relevant agents.

**26. When are payments made to investors?**

Payments of principal and, if applicable, interest or other amounts are made on the dates specified in the applicable Final Terms.

**27. Who calculates the amounts payable under the Securities?**

Determinations will be made by the Calculation Agent. The Calculation Agent will be the entity specified in the applicable Final Terms.

The Calculation Agent is an agent of the Issuer and not of the Holders of Securities. You should also be aware that the Calculation Agent may be the Swap Counterparty or an affiliate of the Swap Counterparty, an affiliate of the Dealer, the Deposit Counterparty and the Repo Counterparty. See the section of this Base Prospectus titled "*Risks relating to Securities*" and the risk factors titled "*Potential Conflicts of interest*" therein.

**28. Are the Calculation Agent's determinations binding on you?**

All calculations and determinations made by the Calculation Agent in relation to the Securities will be final and binding (except in the case of manifest error).

**29. Will you be able to sell your Securities? If so, what will be the price of the Securities?**

A market may not develop for the Securities. While one or more of the Dealers may make a market in the Securities upon their issuance, they are under no obligation to do so and may cease to do so at any time. Even if a Dealer does make a market in the Securities, the secondary market for such Securities may be limited. It is also possible that even where a secondary market does exist, that such market will not provide the holders of any such Securities with liquidity. A lack of liquidity for the Securities may mean that you may not be able to sell your Securities or may not be able to sell your Securities at a price which you paid for them and consequently you may suffer a partial or total loss of the amount of the investment.

It is very difficult to predict the price at which Securities will trade in the secondary market. Please see the section of this Base Prospectus titled "*Risk Factors*" and in particular the sub-section titled "*Possible Illiquidity of the Securities in the Secondary Market*" for a description of factors that may

be relevant for determining the price of the Securities at any given time. Please note that any price at which Securities may be sold prior to the maturity date or settlement date may be at a discount, which could be substantial, to the value at which the Securities were acquired on the issue date.

**30. Are there any fees, expenses or taxes to pay when purchasing, holding or selling Securities? What other taxes might affect the Securities?**

You may incur fees and expenses in relation to the purchase, holding, transfer and sale or redemption of Securities. You should also be aware that stamp duties or taxes may have to be paid in accordance with the laws and practices of the country where the Securities are transferred.

You should note that, if the Issuer, the Trustee, any Agent or the Custodian is required by applicable law to apply any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature, it will account to the relevant authorities for the amount so required to be withheld or deducted and only pay the net amount after application of such withholding or deduction. None of the Issuer, the Trustee, any Agent or the Custodian will be obliged to make any additional payments to you in respect of such withholding or deduction.

If Compartment Tax Event and/or RCA Tax Event are specified as applicable in the relevant Final Terms and a tax is imposed on payments or transfers to be received by the Issuer under any of the Charged Assets and/or Reference Securities, as applicable, the Securities will generally be redeemed at their Early Redemption Amount.

General information relating to certain aspects of taxation regime in Luxembourg, France, Italy, Spain and Belgium is set out under the section of this Base Prospectus titled "*Taxation*". You should consult your selling agent for details of fees, expenses, commissions or other costs and your own tax advisers in order to understand fully the tax implications specific to investment in any Securities.

**31. Can the Issuer amend the Conditions without your consent?**

The Issuer may amend the Conditions without the consent of the Holders of Securities in certain circumstances including if:

- (i) the Trustee agrees to such amendment on the basis that it is of a formal, minor or technical nature or is made to correct a manifest error;
- (ii) the Trustee is of the opinion that such amendment is not materially prejudicial to the interests of the Holders of Securities;
- (iii) the Trustee is satisfied that the such amendment is made to satisfy any requirement of any stock exchange on which the Securities are or are proposed to be listed and which, in each case, is not in the opinion of the Trustee materially prejudicial to the interests of the Holders of Securities; and
- (iv) if Administrator/Benchmark Event is specified in the applicable Final Terms, the Calculation Agent may amend the Conditions of the Securities in the event a benchmark materially changes or ceases to be provided in order to comply with the provisions of the Benchmarks Regulation.

Notice of such modification will be sent by the Issuer to the Holders of Securities as soon as practicable thereafter unless the Trustee agrees otherwise.

**32. Will the Programme be rated?**

The Programme is not rated. However, applicable Final Terms will specify whether or not the Securities to be issued have been or are expected to be rated.

**DESCRIPTION OF THE CHARGED ASSETS - PART I – GENERAL**

The Issuer will meet its obligations to pay the relevant amounts it is due to pay in respect of the Securities using the payments it receives from the obligors under the Charged Assets (including the Compartment Assets) specified in the Final Terms for the relevant Series. The Issuer will also grant security over the Charged Assets in the manner set out in the Conditions specified as applicable in the applicable Final Terms.

The specific obligors under the Charged Assets will be specified in the applicable Final Terms however such obligors will be one or more corporate, bank or other financial institution, government, governmental agency, trust, fund, municipal entity, sovereign or supranational entity provided that such obligors have securities already admitted to trading on a regulated or equivalent market or the obligations are guaranteed by an entity admitted to trading on a regulated or equivalent market. Where the Charged Assets are equity securities or debt securities and specified as "Reference Securities" in the applicable Final Terms, such securities shall be traded on a regulated or equivalent market save where such securities are debt securities which are either (i) Eligible BNP Paribas Fortis Collateral Securities, as described in "Description of the Charged Assets – Part IX – Eligible BNP Paribas Fortis Collateral Securities" or (ii) Eligible Banco Desio Collateral Securities, as described in "Description of the Charged Assets – Part X – Eligible Banco Desio Collateral Securities".



## DESCRIPTION OF THE CHARGED ASSETS - PART II - DESCRIPTION OF THE SWAP AGREEMENT

*The following description of the Swap Agreement which the Issuer may enter into for each Series should be read in conjunction with the Final Terms for each Series and the applicable Charged Asset Description and together this description, and the applicable Charged Asset Description and such Final Terms consists of a summary of certain provisions of such Swap Agreement which is qualified in its entirety by reference to the detailed provisions of such Swap Agreement for each specific Series. The following summary does not purport to be complete, and prospective investors must refer to the applicable Final Terms and the relevant Swap Agreement for detailed information regarding the relevant Swap Agreement.*

### Payments under the Swap Agreement

If so specified in the applicable Final Terms, either or both of BNP Paribas and BNP Paribas Financial Markets S.N.C. may enter into one or more swap agreements with the Issuer in its capacity as swap counterparty (the "**Swap Counterparty**") pursuant to the terms of a 2002 ISDA Master Agreement (the "**Master Agreement**") and a Schedule and confirmation(s) thereto (each such agreement, a "**Swap Agreement**") provided that where Charged Asset Structure 4 as described in *Description of the Charged Assets - Part VI - Charged Asset Structures* is applicable to a series, a European bank or other financial institution with securities admitted to trading on a regulated or equivalent market as specified in the applicable Final Terms will be the Swap Counterparty. The Swap Counterparties are described in the sections of this Base Prospectus entitled "Documents Incorporated By Reference" (in the case of BNP Paribas), and "Description of BNP Paribas Financial Markets S.N.C" (in the case of BNP Paribas Financial Markets S.N.C.).

Each Swap Agreement will be entered into in order to allow the Issuer to exchange certain cashflows received by, or to the order of, the Issuer in respect of the issue of the relevant Securities, the Compartment Assets (if any), any Deposit Agreement, any Repurchase Agreement and/or the proceeds of the issue of the relevant Series of Securities or from any other assets of the Issuer relating to that Series of Securities for amounts needed by the Issuer to meet its obligations under the Securities for that Series and any related transactions or will be a credit derivative transaction.

The payments due to be made by the Issuer and the Swap Counterparty in respect of a Swap Agreement are described in *Description of the Charged Assets - Part VI - Charged Asset Structures* and the applicable Charged Asset Structure will be set out in the Final Terms for a particular Series.

### Termination of Swap Agreement

The Swap Agreement will terminate on the final date on which a payment may be due thereunder (the "**Scheduled Swap Termination Date**") unless terminated earlier in accordance with the terms thereof.

### Early Termination

Termination of any Swap Agreement prior to the Scheduled Swap Termination Date will occur in limited circumstances, including, without limitation:

- (a) payment defaults by the Issuer or the Swap Counterparty under such Swap Agreement;
- (b) breach by the Issuer of any of its obligations under the Trust Deed or Agency Agreement;
- (c) bankruptcy events relating to the Issuer or the Swap Counterparty;
- (d) payment defaults by the Issuer or the Deposit Counterparty under the Deposit Agreement (where applicable);
- (e) the early redemption or an event of default of the Series in respect of which the Swap Agreement has been entered into, including as a result of Increased Cost Hedging or Hedging Disruption (to the extent applicable to the Series) (each as defined in "*Terms and Conditions of the Notes*", "*Terms and Conditions of the Warrants*" or "*Terms and Conditions of the Certificates*", as applicable and the

relevant Annexes thereto) provided that where the Swap Agreement has been entered into in respect of more than one Series of Securities (where the relevant Compartment is a Multi-Series Compartment), an early redemption of one Series of Securities will lead to the termination of only the Series Transaction under the Swap Agreement relating to that Series and may not lead to the termination of the transactions under the Swap Agreement relating to the other Related Securities; and

- (f) unless specified otherwise in the Swap Agreement, tax events relating to the Issuer and/or the relevant Swap Counterparty.

On an early termination of any Swap Agreement, an amount may be payable either to or by the Issuer in accordance with the terms of the relevant Swap Agreement. Such termination payment, unless otherwise set out in the relevant Swap Agreement, will be an amount payable equal to (a) the sum of (i) the Close-out Amount and (ii) the Unpaid Amounts owing to the non-defaulting (or non-affected) party less (b) the Unpaid Amounts owing to the defaulting (or affected) party. If the amount is positive, the defaulting (or affected) party will pay it to the non-defaulting (or non-affected) party; if it is negative, the non-defaulting (or non-affected) party will pay the absolute value of that amount to the defaulting (or affected) party. In circumstances where both parties are affected parties, both parties will determine their Close-out Amounts and the amount referred to in (a)(i) will be one half of the difference between the higher and lower of the Close-out Amounts calculated.

**"Close-out Amount"** means the amount of the losses or costs of the Determining Party that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of the Determining Party that are or would be realised under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for the Determining Party the economic equivalent of, (a) the material terms of the terminated transaction, including the payments and deliveries by the parties due in respect of the relevant terminated transaction that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (assuming satisfaction of the conditions precedent requiring that no potential event of default or event of default under the Swap Agreement has occurred) and (b) the option rights of the parties in respect of the Swap Agreement.

Any Close-out Amount will be determined by the Determining Party (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. Each Close-out Amount will be determined as of the Early Termination Date or, if that would not be commercially reasonable, as of the date or dates following the Early Termination Date as would be commercially reasonable.

Unpaid Amounts in respect of the terminated transactions and legal fees and out-of-pocket expenses which are payable under the terms of the Swap Agreement are to be excluded in all determinations of Close-out Amounts.

In determining a Close-out Amount, the Determining Party may consider any relevant information, including, without limitation, one or more of the following types of information:-

- (i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Determining Party and the third party providing the quotation;
- (ii) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or
- (iii) information of the types described in clause (i) or (ii) above from internal sources (including any of the Determining Party's Affiliates) if that information is of the same type used by the Determining Party in the regular course of its business for the valuation of similar transactions.

The Determining Party will consider, taking into account the standards and procedures described in this definition, quotations pursuant to clause (i) above or relevant market data pursuant to clause (ii) above unless

the Determining Party reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy those standards. When considering information described in clause (i), (ii) or (iii) above, the Determining Party may include costs of funding, to the extent costs of funding are not and would not be a component of the other information being utilised. Third parties supplying quotations pursuant to clause (i) above or market data pursuant to clause (ii) above may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other sources of market information.

Without duplication of amounts calculated based on information described in clause (i), (ii) or (iii) above, or other relevant information, and when it is commercially reasonable to do so, the Determining Party may in addition consider in calculating a Close-out Amount any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to the Swap Agreement (or any gain resulting therefrom).

Commercially reasonable procedures used in determining a Close-out Amount may include application to relevant market data from third parties pursuant to clause (ii) above or information from internal sources pursuant to clause (iii) above of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by the Determining Party in the regular course of its business in pricing or valuing transactions between the Determining Party and unrelated third parties that are similar to the Swap Agreement.

**"Determining Party"** means the party determining the Close-out Amount.

**"Unpaid Amounts"** as used in the above paragraph means, with respect to the date on which the Swap Agreement is terminated early (the **"Swap Early Termination Date"**), the aggregate of (a) the amounts that become payable under the terminated transactions (or would have become payable but for the condition precedent contained in the Swap Agreement not being satisfied or the application of provisions relating to deferral of payments to any party) and which remain unpaid as at such Swap Early Termination Date, (b) in respect of each terminated transaction which was required to be settled by delivery (or would have been settled by delivery but for the condition precedent contained in the Swap Agreement not being satisfied or the application of provisions relating to deferral of deliveries) which was not so settled, an amount equal to the fair market value of that which was required to be delivered and (c) if the Early Termination Date results from an event of default, a credit event upon merger event or an additional termination event, any termination payment due prior to such Swap Early Termination Date which remains unpaid as of such Swap Early Termination Date, in each case together with any amount of interest accrued in accordance with the terms of the Swap Agreement.

Where the relevant terms and conditions of the Securities refer to the "Early Termination Amount (as defined in the Swap Agreement)" such amount will be calculated in a manner consistent with the methodology set out above.

Where a Delayed Redemption Event has occurred and the relevant event would also cause a termination of the Swap Agreement, in certain circumstances, the transaction constituted by the Swap Agreement may be split into two or more transactions, one of which will relate, *inter alia*, to the payment of interest amounts from a Deposit Agreement or from the relevant Reference Securities, as applicable, from the Issuer to the Swap Counterparty (a **"Continuing Interest Rate Swap Transaction"**) and only the transaction(s) other than the Continuing Interest Rate Swap Transaction will terminate prior to the Scheduled Swap Termination Date and the parties will continue to perform their obligations with respect to the Continuing Interest Rate Swap Transaction notwithstanding the occurrence of a Delayed Redemption Event. In such circumstances, only the transaction(s) other than the Continuing Interest Rate Swap Transaction will be terminated in connection with the relevant event and taken into account in the determination of the relevant Early Termination Amount (as defined in the Swap Agreement).

**"Delayed Redemption Event"** means an event which has led to the application of one or more of the following provisions in the Terms and Conditions of the Securities (including the additional terms and conditions of the Securities set out in the Annexes to the Terms and Conditions): Delayed Redemption on Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event; Delayed Redemption on Occurrence of Index Adjustment Event; Delayed Redemption on Occurrence of Custom

Index Adjustment Event; Delayed Redemption on Occurrence of Extraordinary Event; Delayed Redemption on Occurrence of Debt Security Redemption Event; Delayed Redemption on the Occurrence of an Extraordinary ETI Event; and/or Delayed Redemption on Occurrence of Disruption Event.

Upon an early termination of a Swap Agreement, any termination payment payable by the Swap Counterparty to the Issuer may not be sufficient to repay the principal amount due to be paid in respect of the Notes and/or to pay any amounts that are due in respect of the Securities, and, where applicable, any Related Securities.

If the Issuer fails to perform any of its obligations under the Swap Agreement, this could lead to an Event of Default as defined in (a) Condition 11(a)(ii) where the Securities are Notes, whereupon the provisions of Conditions 11 and 12 of the Notes will apply, (b) Condition 12(a)(ii) where the Securities are Certificates, whereupon Conditions 12 and 14 of the Certificates will apply or (c) Condition 11(a)(ii) where the Securities are Warrants, whereupon the provisions of Conditions 11 and 13 of the Warrants will apply.

### Swap adjustments

Where one of Market Value or Highest Value is specified as applicable as the Early Redemption Amount applicable to Notes or Certificates in respect of one or more Early Redemption Events and such an Early Redemption Event occurs or another event occurs which results in the Market Value or Highest Value being payable in accordance with the terms and conditions of the Securities, the Swap Agreement will terminate and the amount payable as the termination payment in respect of the Swap Agreement will be equal to the Adjusted Early Termination Amount.

Where Monetisation Option is specified as applicable in respect of the Notes or Certificates in respect of one or more Early Redemption Events and such an Early Redemption Event occurs or another event occurs which results in the Monetisation Option being applicable in accordance with the terms and conditions of the Securities (a "**Monetisation Effective Event**"), the Swap Agreement will be split into two transactions with one transaction (the "**Terminating Transaction**") having a notional amount equal to the Terminating Swap Notional Amount and the Adjusted Early Termination Amount will be payable in respect of the Terminating Transaction and the other transaction (the "**Surviving Transaction**") will have a notional amount equal to the Swap Notional Amount less the Terminating Swap Notional Amount. The Surviving Transaction will also be deemed to be automatically adjusted so that where the Swap Counterparty may have an obligation to pay one or more amounts which are linked to the performance of an Underlying Reference, such payment obligation shall be amended so that an amount shall be due equal to the aggregate Monetisation Amount payable by the Issuer in respect of the relevant Securities less the final payment due to be received by the Issuer under the Deposit Agreement or the Reference Securities, as the case may be (and the calculation agent under the Swap Agreement may make any other necessary adjustments to the Swap Agreement it deems necessary as a consequence of the Monetisation Effective Event). Where such amount is a positive figure, the Swap Counterparty will pay such amount to the Issuer and, where such amount is a negative figure, the Issuer will pay the absolute value of such amount to the Swap Counterparty.

Where:

"**Adjusted Early Termination Amount**" means an amount equal to the amount of losses (expressed as a positive number) incurred or the gains (expressed as a negative number) realised by the Swap Counterparty in replacing, or in providing for the Swap Counterparty the economic equivalent of the material terms of the terminated transaction and the option rights of the parties in respect of the relevant terminated transaction provided that no account will be taken of funding costs or any loss or cost incurred in connection with the determining party terminating, liquidating or re-establishing any hedge related to the terminated transaction or any gain resulting therefrom. Where the Adjusted Early Termination Amount is a positive figure, an amount equal to such amount will be payable by the Issuer to the Swap Counterparty and where the Adjusted Early Termination Amount is a negative figure, an amount equal to the absolute value of such amount will be payable by the Swap Counterparty to the Issuer; and

"**Terminating Swap Notional Amount**" means the proportion of the notional amount of the Swap Agreement immediately prior to a Monetisation Effective Event (the "**Swap Notional Amount**") equal to the proportion that the Nominal Amount of the Notes or Notional Amount of the Certificates, as the case may be, in respect of which the holders elect to receive the Market Value of such Securities bears to the Aggregate Nominal Amount of the Notes or Aggregate Notional Amount of the Certificates, as the case may be.

## Collateralisation

The Swap Counterparty may be required to provide collateralisation in respect of its obligations under the relevant Swap Agreement. Collateralisation may be provided: (a) under a 1995 ISDA Credit Support Annex (Transfer – English law) (a "**Credit Support Annex**"); (b) a 1995 ISDA Credit Support Deed (Security Interest – English law) (a "**Credit Support Deed**") or (c) by the deposit of Swap Counterparty Collateral (as defined below) in an account (the "**Pledged Account**") in the name of the Swap Counterparty secured in favour of the Issuer by a pledge or such other security interest governed by the law of such jurisdiction as specified in the applicable Final Terms (a "**Pledge**"). The amount of any collateralisation and the circumstances in which it is payable or deliverable will be set out in the Credit Support Structure specified as being applicable in the applicable Final Terms. The custodian of Swap Counterparty Collateral posted under a Credit Support Annex or Credit Support Deed may be the Custodian or such other bank or institution as specified in the applicable Final Terms. Any Swap Counterparty Collateral posted pursuant to a Credit Support Annex and/or any rights of the Issuer under any Credit Support Deed will be secured by a charge on such Swap Counterparty Collateral or an assignment of such rights in favour of the Trustee for the benefit of the relevant Holders of Securities. It will be a term of the Credit Support Annex that the Swap Counterparty will be entitled to substitute Swap Counterparty Collateral (as defined below) held under the relevant Credit Support Annex without the consent of the Issuer provided any replacement Swap Counterparty Collateral has a market value (as determined by the valuation agent under the Credit Support Annex) equal to the value of the Swap Counterparty Collateral which has been substituted and meets any other criteria specified in the Credit Support Annex. Under the Credit Support Deed, the Swap Counterparty is entitled to substitute Swap Counterparty Collateral with the consent of the Issuer provided any replacement Swap Counterparty Collateral has a market value (as determined by the valuation agent under the Credit Support Deed) equal to the value of the Swap Counterparty Collateral which has been substituted and meets any other criteria specified in the Credit Support Deed. The Trustee is not responsible for monitoring the market value of the Swap Counterparty Collateral or any replacement Swap Counterparty Collateral, and is entitled to rely on certificates of the valuation agent or Swap Counterparty without further investigation or enquiry. Under the Pledge, the Swap Counterparty is entitled to substitute Swap Counterparty Collateral with the consent of the Issuer provided any replacement Swap Counterparty Collateral has a market value (as determined by the valuation agent under the Pledge) equal to the value of the Swap Counterparty Collateral which has been substituted and meets any other criteria specified in the Pledge.

The collateral provided by the Swap Counterparty under the Credit Support Annex, Credit Support Deed or Pledge (the "**Swap Counterparty Collateral**"), will consist of one or more of: (a) bonds or notes issued or guaranteed by the government of (i) Canada, France, Germany, Italy, Japan, the United Kingdom or the United States of America; or (ii) a country within the Euro-zone; (b) shares, units or other interests in a UCITS Fund; (c) any securities rated AAA/AAA/Aaa by one or more of S&P Global Ratings Europe Limited ("**S&P**") or Fitch Ratings Ireland Limited ("**Fitch**") or Moody's Deutschland GmbH ("**Moody's**") (including, without limitation, government bonds, corporate bonds, asset backed securities, Pfandbriefe and covered bonds); (d) cash denominated either in euro or sterling or, if not denominated in either euro or sterling, then denominated in the currency specified in the applicable Final Terms and/or (e) such other assets specified in the applicable Final Terms.

Each of S&P, Moody's and Fitch is established in the European Union and is registered under the CRA Regulation.

Substitution of Swap Counterparty Collateral by the Swap Counterparty under a Credit Support Annex or in respect of the pledged account will be permitted as set out in Condition 8(g) (*Compartment Assets substitution under a Credit Support Annex, Credit Support Deed or Pledge*) of "*Terms and Conditions of the Notes*", Condition 9(g) (*Compartment Assets substitution under a Credit Support Annex, Credit Support Deed or Pledge*) of "*Terms and Conditions of the Warrants*" and Condition 9(g) (*Compartment Assets substitution under a Credit Support Annex, Credit Support Deed or Pledge*) of "*Terms and Conditions of the Certificates*". Substitution of Swap Counterparty Collateral by the Swap Counterparty under a Credit Support Deed will be permitted as set out in Condition 8(g) (*Compartment Assets substitution under a Credit Support Annex, Credit Support Deed or Pledge*) of "*Terms and Conditions of the Notes*", Condition 9(g) (*Compartment Assets substitution under a Credit Support Annex or Credit Support Deed*) of "*Terms and Conditions of the Warrants*" and Condition 9(g) (*Compartment Assets substitution under a Credit Support Annex or Credit Support Deed*) of "*Terms and Conditions of the Certificates*" and in the following paragraph.

If a Credit Support Deed is entered into, under such Credit Support Deed the Swap Counterparty will post Swap Counterparty Collateral for its obligations under the Swap Agreement and grant English law governed security over such Swap Counterparty Collateral in favour of the Issuer. The amount of credit support to be provided by the Swap Counterparty under a Credit Support Annex or Credit Support Deed will be adjusted on the Swap Agreement Valuation Dates (as defined below) specified in the applicable Final Terms in the manner set out in the applicable Credit Support Structure. Subject to the provisions of the Credit Support Annex or Credit Support Deed, the Issuer will pay all cash, securities or other property it receives in respect of the Swap Counterparty Collateral to the Swap Counterparty. On any Business Day, the Swap Counterparty, pursuant to the terms of the Credit Support Deed, may give notice to the Issuer that it wishes to transfer new Swap Counterparty Collateral to the Issuer in exchange for some or all of the Swap Counterparty Collateral held by, or previously transferred to, the Issuer. On the Business Day immediately following such request (provided that where consent is required from the Issuer, such consent is given), the Issuer will be obliged to transfer collateral (the "**Exchanged Securities**") of the same type, nominal value and amount as those requested by the Swap Counterparty against receipt from the Swap Counterparty of new Swap Counterparty Collateral with a market value (as of the date of such transfer) as close as practicable to, but in any event not less than, as determined by the Credit Support Valuation Agent, the market value (on the previous valuation date under the Swap Agreement) of the Exchanged Securities.

If a Pledge is entered into which is governed by Luxembourg law (as specified in the applicable Final Terms), under such Pledge the Swap Counterparty will hold Swap Counterparty Collateral for its obligations under the Swap Agreement in an account in the name of the Swap Counterparty and will grant security governed by Luxembourg law (particularly the law of 5 August 2005 on financial collateral arrangements as amended (*loi du 5 août 2005 sur les contrats de garantie financière comme modifiée*)) over such Swap Counterparty Collateral (including all amounts received by or payable to the Swap Counterparty in respect of any present and future assets whatsoever standing now and/or in the future to the credit of the Pledged Account and any claim to the credit balance thereof) in favour of the Issuer as pledgee.

"**Euro-zone**" means the region comprised of Member States of the European Union that adopt the euro in accordance with the Treaty on the Functioning of the European Community (signed in Rome on 25 March 1957), as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992), the Treaty of Amsterdam (2 October 1997) and the Treaty of Nice (26 February 2001).

"**UCITS Fund**" means an investment fund that qualifies as an undertaking for collective investment in transferable securities within the scope of Council Directive 85/611/EEC of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS), as such directive is amended, superseded and replaced from time to time.

"**MtM Value**" means, with respect to a Swap Agreement Valuation Date under the Credit Support Deed or Credit Support Annex, an amount determined by the Credit Support Valuation Agent in its sole discretion as the amount which would be payable by the Swap Counterparty in respect of the early termination of the Swap Agreement on such Swap Agreement Valuation Date or, as the case may be, where Credit Support Structure 3 is applicable and Issuer may be obliged to provide Issuer Posted Collateral, the amount which would be payable to the Swap Counterparty in respect of the early termination of the Swap Agreement on such Swap Agreement Valuation Date.

For the avoidance of doubt, if Credit Support Structure 3 is applicable, the Issuer may also be required to provide collateralisation in respect of its obligations under the relevant Swap Agreement under any Credit Support Annex or Credit Support Deed entered into with the Swap Counterparty so that either the Issuer or the Swap Counterparty or both of such parties may be required to provide collateralisation for their respective obligations under the relevant Swap Agreement.

Where Credit Support Structure 3 is applicable the amount of any collateralisation by the Issuer will be set out in the applicable Final Terms provided that the collateral to be posted by the Issuer will be the Reference Securities or cash in respect of the relevant Securities to which the Swap Agreement relates (the "**Issuer Posted Collateral**") and provided further that the Issuer shall not be required to post a principal amount of collateral greater than the principal amount of Reference Securities or cash acquired by the Issuer in respect of the relevant Series to which the Swap Agreement relates or, at the relevant time, then held by the Issuer.

Where the Issuer is required to deliver Issuer Posted Collateral to the Swap Counterparty under a Credit Support Annex or Credit Support Deed, the security granted over the relevant Charged Assets in favour of the Trustee will automatically be released without requiring the consent of the Trustee. Where the Swap Counterparty is obliged under the terms of the Credit Support Annex or Credit Support Deed to pay or deliver cash or securities (which will be equivalent to those securities originally posted by the Issuer) ("**Equivalent Issuer Posted Collateral**") by way of a return amount, such cash or securities will become subject to the security granted in favour of the Trustee by the Issuer in respect of the relevant Series.

If a Credit Support Deed is entered into, under such Credit Support Deed the Issuer will post Issuer Posted Collateral for its obligations under the Swap Agreement and grant English law governed security over such Issuer Posted Collateral in favour of the Swap Counterparty. If a Credit Support Annex is entered into, under such Credit Support Annex the Issuer will post Issuer Posted Collateral for its obligations under the Swap Agreement and will do so by transferring title to such Issuer Posted Collateral under the terms of the Credit Support Annex.

The amount of credit support to be provided by the Issuer under a Credit Support Annex or Credit Support Deed will be adjusted on the Swap Agreement Valuation Dates (as defined below) specified in the applicable Final Terms in the manner set out in the applicable Credit Support Structure. Subject to the provisions of the Credit Support Deed or the Credit Support Annex, as the case may be, the Swap Counterparty will pay all cash, securities or other property it receives in respect of the Issuer Posted Collateral to the Issuer.

#### **Transactions where a Swap Agreement is the only Charged Asset**

In relation to a Series of Securities where a Swap Agreement is the only Charged Asset and credit support is required to be provided by the Swap Counterparty, such Swap Agreement may be modified to replicate the economic effect of the a total return swap agreement so that the fair market value of the Swap Counterparty Collateral is always equal to the market value (or a proportion of such market value) of Securities held by Holders of Securities other than the Swap Counterparty.

In such circumstances, where the Swap Counterparty (or its affiliates) purchase Securities and wish to reduce the amount of Swap Counterparty Collateral posted, they are required to notify the Issuer and the Trustee of their holding of such Securities, and the Swap Counterparty Collateral posted under the Credit Support Annex, Credit Support Deed or Pledge would be reduced so that the fair market value of the Swap Counterparty Collateral would be equal to the fair market value (or the applicable proportion of such market value) of the Securities held by Holders of Securities other than the Swap Counterparty. Where the Swap Counterparty (or its affiliates) purchases Securities, it may deliver such Securities to the Issuer for cancellation.

Upon the occurrence of an Event of Default under the Securities or early termination of the Swap Agreement, the Swap Counterparty (or its affiliates) is obliged to deliver the Securities of such Series held by it to the Issuer. Upon downgrade of the rating of the Swap Counterparty (or, BNP Paribas, if the Swap Counterparty is BNP Paribas Financial Markets S.N.C.) below the level specified in the relevant Swap Agreement, any Securities held by the Swap Counterparty (or its affiliates) will be transferred to an account over which security is granted in favour of the Issuer.

Upon the occurrence of an Automatic Exercise Event in respect of the relevant Series of Warrants, to the extent that Warrants held by the Swap Counterparty (or its affiliates) have not been delivered to the Issuer for cancellation, the Swap Counterparty is obliged to pay the Cash Settlement Amount in respect of all the unexercised Warrants of such Series (including those held by the Swap Counterparty or its affiliates).

#### **Taxation**

Unless specified otherwise in the Swap Agreement, neither the Issuer nor the Swap Counterparty is obliged under the Swap Agreement to gross up any payment to be made under the Swap Agreement if withholding taxes are imposed. However, imposition of such withholding taxes may lead to the early termination of the relevant Swap Agreement.

### **Exclusivity**

The Issuer has agreed that it shall only enter into a Swap Agreement where BNP Paribas, BNP Paribas Financial Markets S.N.C. or any member of the BNP Paribas Group is the counterparty, unless otherwise agreed by BNP Paribas Financial Markets S.N.C. or BNP Paribas.

### **Swap Agreements in respect of Multi-Series Compartments**

Where the applicable Final Terms specify that the Compartment is a Multi-Series Compartment, the Issuer will enter into a swap transaction (a "**Series Transaction**") with the Swap Counterparty pursuant to an ISDA Master Agreement and Schedule (the "**Master Agreement**") (as amended and restated from time to time) and a master confirmation thereto (the "**Master Confirmation**") dated the issue date of the first Series of Securities to be issued through the relevant Compartment and a separate trade confirmation in respect of each Series of Securities to be issued through the Compartment dated on or around the issue date of the relevant Series of Securities (the "**Transaction Supplement**" and, together with the Master Agreement and the Master Confirmation, the "**Swap Agreement**") in each case between the Issuer and the Swap Counterparty. A Transaction Supplement governed by the Master Confirmation will be entered into in respect of each Series of Related Securities.

The Notional Amount of the Series Transaction shall be equal to the Aggregate Nominal Amount of the Notes or the Aggregate Notional Amount of the Certificates or the Aggregate Issue Amount of the Warrants, as the case may be, as of the Issue Date. As at any date, a factor (the "**Series Factor**") may be determined in respect of each Series Transaction and Transaction Supplement equal to the Notional Amount of the Series Transaction at the relevant date divided by the aggregate Notional Amounts of the Series Transactions entered into in respect of the Securities and each Series of Related Securities as at such date and which remain outstanding.

### **Reliance on creditworthiness of Swap Counterparty**

The ability of the Issuer to meet its obligations under the Securities may be dependent on its receipt of payments and/or deliveries the Swap Counterparty under the Swap Agreement. The Issuer will rely on the full and timely performance by the Swap Counterparty, amongst other parties, in order to pay the amounts due to the Holders of the Securities. Failure by the Swap Counterparty to perform its obligations (if any) fully and in a timely manner could lead to an Early Redemption Event.

Where the Issuer is obliged to transfer some or all of the Reference Securities to the Swap Counterparty pursuant to a Credit Support Annex. In the event of an Enforcement Event affecting the Issuer, the Swap Agreement is likely to terminate and in circumstances where the Issuer has transferred Issuer Posted Collateral to the Swap Counterparty, these Reference Securities will not be returned. Instead the value of such Reference Securities will be treated as an Unpaid Amount and factored into the calculation of the termination payment due under the Swap Agreement. If there is a mismatch between the value of the Issuer Posted Collateral and the close out value of the Swap Agreement, it is possible that there will be a termination payment due from the Swap Counterparty to the Issuer. If the Swap Counterparty fails to pay such termination payment, the Trustee will have no recourse to the Issuer Posted Collateral and instead will have to rely on the enforcement of the contractual rights the Issuer has in order to recover the termination payment from the Swap Counterparty.

"**Enforcement Event**" means, in the case of Notes, the enforcement of the security for the Notes in accordance with Condition 12 of the Notes following the occurrence of a Note Acceleration, in the case of Warrants the enforcement of the security for the Warrants in accordance with Condition 13 of the Warrants following the occurrence of a Warrant Acceleration or, in the case of Certificates, the enforcement of the security for the Certificates in accordance with Condition 14 of the Certificates following the occurrence of a Certificate Acceleration;

In respect of a series of Securities where the Issuer does not acquire Reference Securities or enter into a Repurchase Agreement, the Issuer will pay all the issue proceeds to the Swap Counterparty and the Issuer will be reliant on the performance by the Swap Counterparty of its obligations under the relevant Swap Agreement in order to satisfy the Issuer's obligations in respect of the Securities. If the Swap Agreement terminates, it is likely that a termination payment will be due from the Swap Counterparty. If the Swap



Counterparty fails to pay such termination payment, the Issuer or, in the case of an Enforcement Event, the Trustee will have to rely on the enforcement of the contractual rights the Issuer has in order to recover the termination payment from the Swap Counterparty.

Where a Credit Support Annex is entered into in connection with the Swap Agreement in respect of a series of Securities where the Issuer does not acquire Reference Securities or enter into a Repurchase Agreement, only the Swap Counterparty will transfer collateral to the Issuer. Such collateral will be available to be sold by the Issuer if the Swap Agreement terminates and the Swap Counterparty does not pay the relevant termination payment (if any) due under the Swap Agreement. If there is a mismatch between the value of the Swap Counterparty Collateral and the close out value of the Swap Agreement, it is possible that there will still be a termination payment due from the Swap Counterparty to the Issuer. If the Swap Counterparty fails to pay such termination payment, the Issuer or, in the case of an Enforcement Event, the Trustee, will have to rely on the enforcement of the contractual rights the Issuer has in order to recover the termination payment from the Swap Counterparty.

In respect of a series of Notional Value Repack Securities where Adjusted Asset Redemption Event is an applicable Early Redemption Event and RCA Maturity Call is specified as applicable in the applicable Final Terms, following the occurrence of a RCA Maturity Call Option Event in respect of which the Reference Securities are redeemed in full, or in respect of other Securities where there is a delay between the maturity date of the Reference Securities and the Maturity Date or the Redemption Date of the Securities, and where applicable under the relevant Charged Asset Structure, the ability of the Issuer to make payment of amounts due under the Securities will be dependent on the receipt by it of payments from the Swap Counterparty as the Issuer will pay the redemption proceeds from the Reference Securities to the Swap Counterparty pursuant to the Swap Agreement. Other than any collateral which may be transferred by the Swap Counterparty pursuant to the Credit Support Annex (if any) or any Credit Support Deed, the only security for the Securities during the period between the maturity date of the Reference Securities and the Maturity Date or Redemption Date (as applicable) of the Securities will consist of the Issuer's rights under the Transaction Documents relating to the Securities (including its rights against the Swap Counterparty). The only security for the Securities during such period will consist of the Issuer's rights under the Transaction Documents relating to the Notional Value Repack Securities (including its rights against the Swap Counterparty).

### DESCRIPTION OF THE CHARGED ASSETS - PART III - DESCRIPTION OF THE DEPOSIT AGREEMENT

*The following description of the Deposit Agreement which the Issuer may enter into for each Series of Securities should be read in conjunction with the Final Terms for each Series, the applicable Charged Asset Description and together this description, the applicable Charged Asset Description and such Final Terms consists of a summary of certain provisions of such Deposit Agreement which is qualified in its entirety by reference to the detailed provisions of such Deposit Agreement for each specific Series of Securities. The following summary does not purport to be complete, and prospective investors must refer to the applicable Final Terms and the relevant Deposit Agreement for detailed information regarding the relevant Deposit Agreement.*

#### **Deposit**

If specified in the applicable Final Terms, some or all of the proceeds of the Securities received by the Issuer on the Issue Date will be paid to such European bank or other financial institution with securities admitted to trading on a regulated or equivalent market as is specified in the applicable Final Terms (the "**Deposit Counterparty**") (such deposit, the "**Deposit**") pursuant to a deposit agreement (the "**Deposit Agreement**") entered into on the Issue Date between the Issuer and the relevant Deposit Counterparty.

#### **Security**

The Issuer will grant security over its rights under the Deposit Agreement in favour of the Trustee for itself and as trustee for the Secured Parties in the manner set out in the applicable Final Terms for the relevant Series of Securities.

#### **Interest**

The Deposit may bear interest (which may be positive or negative). Where such interest is positive and is used by the Issuer to make payments in respect of the Securities, the Final Terms will specify the rate of interest payable by the Deposit Counterparty under the Deposit.

#### **Repayment**

The Final Terms will specify the date and terms on which the Deposit (and any interest accrued, if applicable) will be repaid to the Issuer.

#### **Early repayment on a redemption following Swap Counterparty optional termination**

If Condition 7(f) (*Redemption following Swap Counterparty optional termination*) of "*Terms and Conditions of the Notes*", if Condition 9(h) (*Swap Counterparty optional termination*) of "*Terms and Conditions of the Warrants*" or if Condition 9(h) (*Swap Counterparty optional termination*) of "*Terms and Conditions of the Certificates*" is specified as applying in the applicable Final Terms, in the event that notice is given in accordance with such Condition, the Deposit will, unless otherwise specified in the applicable Final Terms, become repayable on the date specified for redemption of the relevant Notes or Certificates or the exercise of the Warrants, as the case may be (or such other date as is specified in the applicable Final Terms) in accordance with the Conditions together with, in the case of Notes or Certificates, any interest accrued and unpaid to such date.

#### **Early repayment on a redemption following Issuer optional redemption**

If Condition 7(c) (*Redemption at the Option of the Issuer*) of "*Terms and Conditions of the Notes*", if Condition 8(d) (*Termination at the Option of the Issuer*) of "*Terms and Conditions of the Warrants*", or if Condition 8(c) (*Redemption at the Option of the Issuer*) of "*Terms and Conditions of the Certificates*" is specified as applying in the applicable Final Terms, in the event that notice is given in accordance with such Conditions, the Deposit will, unless otherwise specified in the applicable Final Terms, become repayable on the date specified for redemption of the relevant Notes or Certificates, or the termination of the Warrants, as

the case may be (or such other date as is specified in the applicable Final Terms) in accordance with the Conditions together with, in the case of Notes or Certificates, any interest accrued and unpaid to such date.

**Early repayment on a redemption following optional redemption by the relevant Holder of Securities**

If Condition 7(d) (*Redemption at the Option of the Noteholders*) of "*Terms and Conditions of the Notes*" or Condition 8(d) (*Redemption at the Option of the Certificateholders*) of "*Terms and Conditions of the Certificates*" is specified as applying in the applicable Final Terms, in the event that notice is given in accordance with such Condition, the Deposit will, unless otherwise specified in the applicable Final Terms, become repayable on the date specified for redemption of the relevant Notes or Certificates, as the case may be, (or such other date as is specified in the applicable Final Terms) in accordance with the applicable Conditions together with any interest accrued and unpaid to such date.

**Early repayment on purchase of Securities by the Issuer**

Upon purchase of Notes pursuant to Condition 7(i) (*Purchases*) of "*Terms and Conditions of the Notes*", purchase of Warrants pursuant to Condition 8(a) (*Purchases*) of "*Terms and Conditions of the Warrants*", or purchase of Certificates pursuant to Condition 8(i) (*Purchases*) of "*Terms and Conditions of the Certificates*" the Deposit will, unless otherwise specified in the applicable Final Terms, become repayable on the date of such purchase in a principal amount equal to the lesser of (i) in the case of the Notes or Certificates, an amount equal to the number of Notes or Certificates, as the case may be, that are so purchased divided by the total number of Notes or Certificates remaining outstanding immediately prior to such purchase multiplied by the then current value of the Deposit and, in the case of the Warrants, an amount equal to the number of Warrants that are so purchased divided by the total number of Warrants remaining unexercised immediately prior to such purchase multiplied by the then current value of the Deposit; and (ii) the notional amount of the Deposit, provided that if the Charged Assets relating to such Securities are constituted by a combination of Compartment Assets and Cash Assets, a *pro rata* proportion of the Deposit shall become so repayable and provided further that where the Securities are to be purchased in full, the Deposit shall be repaid in full together with any interest accrued and unpaid thereon.

**Early repayment on purchase of Securities by the Swap Counterparty**

Unless otherwise specified in the applicable Final Terms, upon termination of the Swap Agreement in whole or in part following the service of a written notice on the Issuer by the Swap Counterparty in accordance with Condition 8(h)(ii) (*Repurchase*) of "*Terms and Conditions of the Notes*", Condition 9(h)(ii) (*Repurchase*) of "*Terms and Conditions of the Warrants*" or Condition 9(h)(ii) (*Repurchase*) of "*Terms and Conditions of the Certificates*" the Deposit shall become repayable in an amount equal to the lesser of: (i) the Proportion (as defined, in the case of Notes, in Condition 8(h)(ii) of "*Terms and Conditions of the Notes*", in the case of Warrants, Condition 9(h)(ii) of "*Terms and Conditions of the Warrants*" and, in the case of Certificates, Condition 9(h)(ii) of "*Terms and Conditions of the Certificates*"); and (ii) the notional amount of the Deposit, provided that if the Charged Assets relating to such Securities are constituted by a combination of Compartment Assets and cash, a *pro rata* proportion of the Deposit shall become so repayable.

**Repayment**

The relevant amount payable to the Issuer under the Deposit Agreement by the Deposit Counterparty shall be paid on such date to such compartment account with such bank as the Issuer (or the Swap Counterparty, on behalf of the Issuer) may direct.

**Ratings**

The Final Terms will specify what ratings, if any, the Deposit Counterparty will be required to maintain.

**Termination**

Termination of the Deposit Agreement prior to its scheduled termination date will occur in limited circumstances, including, without limitation:

- (a) payment defaults by the Issuer or the Deposit Counterparty under the Deposit Agreement;

- (b) insolvency related events relating to the Issuer and/or the Deposit Counterparty;
- (c) the occurrence of an Early Redemption Event in the case of Notes or Certificates or an Early Termination Event in the case of warrants or an Event of Default in respect of the Securities in respect of which the Deposit Agreement has been entered into; and
- (d) the Issuer purchasing all the Securities outstanding.

The occurrence of the events in (a) and (b) will constitute an Early Redemption Event in the case of Notes or Certificates or an Early Termination Event in the case of Warrants and will lead to each Security being redeemed at its Early Redemption Amount in the case of Notes or Certificates or Early Termination Amount in the case of Warrants. Where the Deposit Agreement terminates prior to its scheduled termination date for whatever reason, the Issuer may receive an amount lower than the scheduled final payment which would have paid on such scheduled termination date from the Deposit Counterparty.

#### **Taxation**

Unless otherwise specified in the applicable Final Terms, all payments by the Deposit Counterparty will be made net of any deduction or withholding of any nature required to be made from such payments by applicable law or regulation.

#### **Purchase of Securities by the Deposit Counterparty**

The Issuer may agree to purchase Securities which have been purchased by the Deposit Counterparty. Such purchase by the Issuer will be funded by the realisation of the equivalent proportion of the Charged Assets. Any such purchase by the Issuer will be made in accordance with Condition 7(i) (*Purchases*) of "*Terms and Conditions of the Notes*" (in the case of Notes), Condition 8(a) (*Purchases*) of "*Terms and Conditions of the Warrants*" (in the case of Warrants) and Condition 8(i) (*Purchases*) of "*Terms and Conditions of the Certificates*" (in the case of Certificates).

**DESCRIPTION OF THE CHARGED ASSETS - PART IV - DESCRIPTION OF THE REPURCHASE AGREEMENT**

*The following description of the Repurchase Agreement should be read in conjunction with the Final Terms for each Series of Securities and the applicable Charged Asset Description, together this description and the applicable Charged Asset Description and such Final Terms consists of a summary of certain provisions of the Repurchase Agreement which is qualified by reference to the detailed provisions of the Repurchase Agreement for each specific Series of Securities. The following summary, in conjunction with the summary in the applicable Final Terms, does not purport to be complete, and prospective investors must refer to the relevant Repurchase Agreement for detailed information regarding the Repurchase Agreement.*

**Repurchase Agreement**

If specified in the Final Terms, BNP Paribas or BNP Paribas Financial Markets S.N.C. (as specified in the applicable Final Terms) (in such capacity, the "**Repo Counterparty**") and the Issuer will enter into one or more master repurchase agreements, in each case substantially in the form of (i) a 2000 TBMA/ISMA Global Master Repurchase Agreement, (ii) an FBF Master Agreement for Purchase Transactions (*Convention Cadre FBF relative aux opérations de pensions livrées*) or (iii) a similar master agreement for repurchase transactions (each as amended, supplemented or otherwise modified from time to time and each a "**Master Repurchase Agreement**"). Pursuant to the Master Repurchase Agreement the Issuer may enter into a series of repurchase transactions (each a "**Repo Transaction**") for each Series of Securities (together, for each Series, a "**Repurchase Agreement**") with the Repo Counterparty in respect of the securities or other assets specified in the applicable Final Terms (the "**Repo Collateral Securities**"). Under each such Repo Transaction, the Repo Counterparty will be the seller of Repo Collateral Securities which will constitute the Compartment Assets for the relevant Series and the Issuer will be the buyer. The Issuer will grant security over its rights under the Repurchase Agreement and over the Compartment Assets purchased thereunder in favour of the Trustee for itself and as trustee for the Secured Parties in the manner set out in the applicable Final Terms for the relevant Series of Securities.

Under the Repurchase Agreement, on the Initial Repo Purchase Date specified in the applicable Final Terms for the relevant Series of Securities, the Issuer will purchase from the Repo Counterparty the Repo Collateral Securities specified in the applicable Final Terms for a consideration and with a market value equal to the amount set out in the applicable Final Terms.

The first Repo Transaction will commence on the Initial Repo Purchase Date and end on the first repurchase date (the "**First Repurchase Date**") applicable to the Repo Transaction following the Initial Repo Purchase Date. Each subsequent Repo Transaction will commence on a purchase date (in each case, together with the Initial Repo Purchase Date, a "**Purchase Date**") which will usually be the same date as the immediately preceding repurchase date and end on the next following repurchase date under the terms of the Repurchase Agreement (in each case, together with the First Repurchase Date, a "**Repurchase Date**") with the last such Repo Transaction terminating on or shortly before the Maturity Date (in the case of Notes), Redemption Date (in the case of Certificates) or Settlement Date (in the case of Warrants) (the "**Final Repo Date**"). On each Repurchase Date for each Series of Securities, the Repo Counterparty will repurchase securities equivalent to the Repo Collateral Securities sold by it in relation to such Series of Notes, Warrants or Certificates on the previous Purchase Date for a consideration equal to the purchase price for that Repo Transaction as specified in the applicable Final Terms together with a price differential or accrued interest amount (the "**Price Differential**" or the "**Accrued Interest**") determined in accordance with the terms of the Repurchase Agreement (together, in each case for each Series of Securities, the "**Repurchase Price**"). Subsequent Transactions need not relate to the same portfolio of Compartment Assets, but will have the same purchase price (in each case, the "**Purchase Price**"), subject to adjustment if the Securities are purchased by the Issuer or further Tranches of Securities are issued by the Issuer.

### **Purchase of Securities**

Where further Tranches of Securities are issued and the Issuer purchases additional Repo Collateral Securities from the Repo Counterparty under the Repurchase Agreement (which for avoidance of doubt will be repurchased by the Repo Counterparty on the same Repurchase Date as the Repo Collateral Securities purchased by the Issuer on the immediately preceding Purchase Date) or where the Issuer purchases Securities and sells Repo Collateral Securities to the Repo Counterparty in order to fund such purchase, a fee in addition to the relevant Purchase Price or Repurchase Price (as applicable) may be payable by the Issuer to the Repo Counterparty or by the Repo Counterparty to the Issuer depending on prevailing market conditions. Where the Issuer purchases Securities, a Repurchase Date shall occur with respect to the proportion of the Repurchase Agreement equal to the Nominal Amount of Notes, the Notional Amount of Certificates or the number of Warrants, as the case may be, being purchased (the "**Purchased Proportion**") and Accrued Interest will be reflected in the Repurchase Price paid by the Repo Counterparty to the Issuer in respect of the Purchased Proportion.

Capitalised terms used in this "Description of the Repurchase Agreement" and not defined herein shall have the meanings given to them in the Final Terms for the relevant Series of Securities or the applicable Charged Asset Structure.

### **Early termination and cancellation**

Any Repurchase Agreement for a Series of Securities will be subject to early termination only in limited circumstances, including without limitation:

- (a) payment defaults and/or failure to deliver securities by the Issuer or the Repo Counterparty under such Repurchase Agreement;
- (b) bankruptcy events relating to the Issuer or the relevant Repo Counterparty;
- (c) in the case of Notes and Certificates, the early redemption or, in the case of Warrants, the cancellation, as applicable, or an event of default of the Series of Securities in respect of which the Repurchase Agreement has been entered into; and
- (d) tax events relating to the Issuer or the relevant Repo Counterparty.

Upon early termination of the Repurchase Agreement, a termination payment may be due between the parties in accordance with the terms of the relevant Repurchase Agreement.

### **Further notes, warrants or certificates**

If the Issuer issues further notes pursuant to Condition 16 (*Further Notes*) of "*Terms and Conditions of the Notes*", further Warrants pursuant to Condition 15 (*Further Warrants*) of "*Terms and Conditions of the Warrants*", or further Certificates pursuant to Condition 17 (*Further Certificates*) of "*Terms and Conditions of the Certificates*" as applicable, the Issuer may purchase from the Repo Counterparty Compartment Assets for a consideration of, and with a market value equal to, the principal amount of such further notes (or such proportion as is specified where an amount less than the full proceeds of the issue of such further notes is used to purchase Compartment Assets) or the aggregate issue price of such further Warrants (or such proportion as is specified where an amount less than the full proceeds of the issue of such further Warrants, is used to purchase Compartment Assets), or the aggregate issue proceeds such further Certificates (or such proportion as is specified where an amount less than the full proceeds of the issue of such further Certificates is used to purchase Compartment Assets) each as set out in the applicable Final Terms. Following such issue, the Repurchase Price for the then current Repo Transaction shall be increased by such principal amount (or such proportion of such principal amount) or the aggregate issue price (or such proportion of such market aggregate issue price) and the Purchase Price for all subsequent Transactions shall then be increased by an amount equal to such principal amount (or such proportion of such principal amount) or such aggregate issue price (or such proportion of such aggregate issue price).

**Substitution of Compartment Assets**

For each Series of Securities, the Repurchase Agreement will permit the Repo Counterparty to deliver to the Issuer new Repo Collateral Securities in substitution or exchange for existing Repo Collateral Securities relating to a Series of Securities, subject to the relevant Repurchase Agreement, provided that such substitution or exchange does not result in the Issuer becoming subject to a Net Exposure under the current Transaction for that Series of Securities. Such substitution or exchange in respect of Repo Collateral Securities relating to any Series shall take place without the need for the Repo Counterparty to obtain any prior consents.

**Downgrade**

The Repo Counterparty may be required to provide collateralisation in respect of its obligations under the Repurchase Agreement upon the occurrence of certain events linked to the rating of the Repo Counterparty. The amount of collateralisation and the circumstances in which it is due to be paid will be set out in the Final Terms.

**DESCRIPTION OF THE CHARGED ASSETS - PART V - DESCRIPTION OF THE  
COLLATERAL EXCHANGE AGREEMENT**

*The following description of the Collateral Exchange Agreement should be read in conjunction with the Final Terms for each Series of Securities and the applicable Charged Asset Description, together this description and the applicable Charged Asset Description and such Final Terms consists of a summary of certain provisions of the Collateral Exchange Agreement which is qualified by reference to the detailed provisions of the Collateral Exchange Agreement for each specific Series of Securities. The following summary, in conjunction with the summary in the applicable Final Terms, does not purport to be complete, and prospective investors must refer to the relevant Collateral Exchange Agreement for detailed information regarding the Collateral Exchange Agreement.*

**Collateral Exchange Agreement**

If so specified in the Final Terms, one of BNP Paribas or BNP Paribas Financial Markets S.N.C. (the "**Collateral Exchange Counterparty**") and the Issuer will enter into one or more collateral exchange agreements, in each case substantially in the form of (i) a 2000 ISLA Global Master Securities Lending Agreement and schedule (as amended) or (ii) a 2010 ISLA Global Master Securities Lending Agreement and schedule (as amended) or (iii) another form of agreement relating to the exchange of securities (for each series, a "**Collateral Exchange Agreement**") provided that where Collateral Exchange Structure 2 as described in *Description of the Charged Assets - Part VI - Charged Asset Structures* is applicable to a series, a European bank or other financial institution with securities admitted to trading on a regulated or equivalent market as specified in the applicable Final Terms will be the Collateral Exchange Counterparty. The Issuer will grant security over its rights under the Collateral Exchange Agreement and over the Replacement Collateral Assets (if any) it receives thereunder in favour of the Trustee for itself and as trustee for the relevant Secured Parties. The Collateral Exchange Agreement in respect of any series of Notional Value Repack Securities will be entered into on or around the Issue Date of the relevant series of Notional Value Repack Securities.

**Collateral Exchange Agreement – Two Way Transfer**

Where Collateral Exchange Agreement – Two Way Transfer is applicable pursuant to the Collateral Exchange Agreement the Collateral Exchange Counterparty may, at its option, enter into one or more transaction (each an "**Exchange Transaction**") with the Issuer in respect of the relevant Reference Securities. Under such Exchange Transactions, the Issuer will transfer to the Collateral Exchange Counterparty all or part of the Reference Securities (the "**Received Collateral**") and the Collateral Exchange Counterparty will transfer Replacement Collateral Assets to the Issuer. Subject to the circumstances in which the Collateral Exchange Agreement will terminate early (as described below), the Exchange Transactions shall terminate on the maturity date of the Reference Securities (or on any earlier date as specified by the Collateral Exchange Counterparty) and the Collateral Exchange Counterparty will transfer Equivalent Securities which it received to the Issuer on such date and the Issuer will transfer securities equivalent to the Replacement Collateral Assets which it received.

The Collateral Exchange Counterparty may be required under the Collateral Exchange Agreement to pay the Issuer a fee in connection with entering into the Collateral Exchange Agreement and will be required to transfer collateral to the Issuer against transfer of the relevant Reference Securities or part thereof by the Issuer under the Collateral Exchange Agreement, as set out in Collateral Exchange Structure 1.

Under the Collateral Exchange Agreement, the Collateral Exchange Counterparty will pay to the Issuer amounts equal to the amounts that would have been received by the Issuer under the Received Collateral if it had not transferred such Received Collateral to the Collateral Exchange Counterparty (which shall be net of deductions or withholding for tax, where so specified in the applicable Final Terms) and the Issuer will pay to the Collateral Exchange Counterparty amounts equal to the amounts that would have been received by the Collateral Exchange Counterparty under the relevant Replacement Collateral Assets if it had not transferred such Replacement Collateral Assets to the Collateral Exchange Counterparty.



### **Collateral Exchange Agreement – One Way Transfer Securities Lending**

Where Collateral Exchange Agreement – One Way Transfer Securities Lending is applicable pursuant to the Collateral Exchange Agreement the Collateral Exchange Counterparty may, at its option, enter into one or more transaction (each an "**Exchange Transaction**") with the Issuer in respect of the relevant Reference Securities. Under such Exchange Transactions, the Issuer will transfer to the Collateral Exchange Counterparty all or part of the Reference Securities (the "**Received Collateral**"). Subject to the circumstances in which the Collateral Exchange Agreement will terminate early (as described below), the Exchange Transactions shall terminate on the maturity date of the Reference Securities (or on any earlier date as specified by the Collateral Exchange Counterparty) and the Collateral Exchange Counterparty will transfer securities equivalent to the Received Collateral ("**Equivalent Securities**") to the Issuer on such date.

The Collateral Exchange Counterparty may be required under the Collateral Exchange Agreement to pay the Issuer a fee in connection with entering into the Collateral Exchange Agreement. Under the Collateral Exchange Agreement, the Collateral Exchange Counterparty will pay to the Issuer amounts equal to the amounts that would have been received by the Issuer under the Received Collateral if it had not transferred such Received Collateral to the Collateral Exchange Counterparty.

### **Collateral Exchange Agreement – Triparty Transfer**

Where Collateral Exchange Agreement – Triparty Transfer is applicable, in addition to, and in connection with, the Collateral Exchange Agreement, the Collateral Exchange Counterparty and the Issuer (or an agent on behalf of the Issuer) will enter into a triparty securities lending service agreement with Euroclear Bank S.A./N.V. (in such capacity, the "**Triparty Services Agent**") (the "**Triparty Agreement**") on the basis of a Securities Lending Service Agreement comprised of the Securities Lending Service Agreement Terms and Conditions dated March 2017 (as such terms and conditions are amended, supplemented, replaced or otherwise modified from time to time) and the Securities Lending Service Agreement – Operating Procedures dated April 2017 (as such operating procedures are amended, supplemented, replaced or otherwise modified from time to time) in standard form as published by the Triparty Services Agent together with annexes thereto pursuant to which the Triparty Services Agent will determine the market value of the Reference Securities and Replacement Collateral Assets and administer the Replacement Collateral Assets. The Collateral Exchange Counterparty and the Issuer may at any time at the request of the Collateral Exchange Counterparty terminate the Triparty Agreement and/or enter into alternative triparty agreements. Pursuant to the Collateral Exchange Agreement the Collateral Exchange Counterparty may, at its option, enter into one or more transactions (each an "**Exchange Transaction**") with the Issuer in respect of the relevant Reference Securities. Under such Exchange Transactions, the Issuer will transfer to the Collateral Exchange Counterparty all or part of the Reference Securities (the "**Received Collateral**") and Replacement Collateral Assets will be transferred to the Issuer. Transfers of Replacement Collateral Assets will be made and administered by the Triparty Services Agent on behalf of the parties under the Collateral Exchange Agreement in the same way as if Collateral Exchange Agreement – Two Way Transfer is applicable. For so long as the Collateral Exchange Agreement is subject to the Triparty Agreement the Reference Securities and the Replacement Collateral Assets must be subject to clearing through Euroclear and/or such other clearing system as may be required for the purposes of the Triparty Agreement; and for so long as the Collateral Exchange Agreement is subject to a Triparty Agreement, are securities which are eligible for use under the Triparty Agreement as set out in the Securities Lending Service Agreement – Operating Procedures dated April 2017 (as such operating procedures are amended, supplemented, replaced or otherwise modified from time to time). In connection with the Triparty Agreement, the Issuer (or an agent of the Issuer) may enter into Belgian law governed security documentation with the applicable Trustee, an entity acting as the representative of the Trustee.

If at any time the Triparty Services Agent is unable to perform its role under the Triparty Agreement, the Collateral Exchange Counterparty and the Issuer shall use commercially reasonable endeavours to enter into a triparty securities lending service agreement with an entity of equivalent standing to the Triparty Services Agent. If, having used commercially reasonable endeavours such an agreement is not entered into, the Collateral Exchange Counterparty and the Issuer shall make such amendments to the Collateral Exchange Agreement as are necessary to reflect a bilateral arrangement between the Issuer and the Collateral Exchange Counterparty with substantially similar economic terms. For the avoidance of doubt, the Collateral Exchange

Agreement will not terminate solely as a result of the termination of the Triparty Agreement and no Early Redemption Event will occur in respect thereof.

### Termination

The Collateral Exchange Agreement includes events of default such as bankruptcy of the Issuer or the Collateral Exchange Counterparty and failure to make payments or deliveries thereunder. The Collateral Exchange Agreement will terminate automatically upon the occurrence of any such event of default. Additionally, the Collateral Exchange Agreement will terminate automatically upon the termination of the Swap Agreement relating to the relevant series of Securities in accordance with the terms thereof. The Collateral Exchange Counterparty may terminate the Collateral Exchange Agreement upon giving notice to the Issuer in accordance with the provisions of the Collateral Exchange Agreement. The Issuer will not be entitled to terminate the Collateral Exchange Agreement before the maturity date of the Reference Securities, except following the occurrence of an event of default (as set out in the Collateral Exchange Agreement) with respect to the Collateral Exchange Counterparty. The Collateral Exchange Agreement may also terminate automatically in other circumstances pursuant to the terms of the Collateral Exchange Agreement.

Upon the early termination of the Collateral Exchange Agreement at the option of the Collateral Exchange Counterparty, the Collateral Exchange Counterparty will transfer equivalent securities in respect of the Received Collateral to the Issuer in accordance with the provisions of the Collateral Exchange Agreement and, save where Collateral Exchange One Way Transfer Securities lending is applicable, the Issuer will transfer equivalent securities in respect of the Replacement Collateral Assets to the Collateral Exchange Counterparty.

Upon the early termination of the Collateral Exchange Agreement where Collateral Physical Settlement is applicable in respect of an Early Redemption Event and no Related Agreement Counterparty Default has occurred, the Collateral Exchange Counterparty will use commercially reasonable efforts to transfer equivalent securities in respect of the Received Collateral to the Issuer in accordance with the provisions of the Collateral Exchange Agreement and, save where Collateral Exchange One Way Transfer Securities Lending is applicable, the Issuer will transfer equivalent securities in respect of the Replacement Collateral Assets to the Collateral Exchange Counterparty. Where the Collateral Exchange Counterparty is unable (after using commercially reasonable efforts) to transfer equivalent securities in respect of all or part of the Received Collateral to the Issuer in accordance with the provisions of the Collateral Exchange Agreement (such securities which are not transferred being "**Undelivered Equivalent Securities**"), the Collateral Exchange Counterparty will pay an amount equal to the fair market value (as determined by the Collateral Exchange Counterparty) of the relevant Undelivered Equivalent Securities to the Issuer in lieu of such delivery.

Upon the early termination of the Collateral Exchange Agreement upon the occurrence of an event of default thereunder in respect of the Issuer or the Collateral Exchange Counterparty or the early termination of the Swap Agreement due to an event of default thereunder in respect of the Issuer or the Swap Counterparty or the occurrence of an Event of Default in respect of the Securities, there will be no further exchange of securities and instead a termination payment will be calculated in accordance with the terms of the Collateral Exchange Agreement which will be calculated by reference to the market value of the Received Collateral and the Replacement Collateral Assets (if any) including any further Replacement Collateral Assets which have been transferred to the Issuer as credit support by the Collateral Exchange Counterparty.

Upon the early termination of the Collateral Exchange Agreement due to the occurrence of an Early Redemption Event (other than in the circumstances set out immediately above or where Collateral Physical Settlement is applicable in respect of an Early Redemption Event and no Related Agreement Counterparty Default has occurred), the Issuer will sell its rights under the Collateral Exchange Agreement to receive equivalent securities in respect of the Received Collateral from the Collateral Exchange Counterparty and upon effecting such sale, save where Collateral Exchange One Way Transfer Securities Lending is applicable, the Issuer will transfer equivalent securities in respect of the Replacement Collateral Assets to the Collateral Exchange Counterparty.

### **Reliance on creditworthiness of Collateral Exchange Counterparty**

The ability of the Issuer to meet its obligations under the Securities may be dependent on its receipt of payments and/or deliveries the Collateral Exchange Counterparty under the Collateral Exchange Agreement. The Issuer will rely on the full and timely performance by the Swap Counterparty and/or the Repo Counterparty and/or the Collateral Exchange Counterparty in order to pay the amounts due to the Holders of the Securities. Failure by the Collateral Exchange Counterparty to perform its obligations (if any) fully and in a timely manner could lead to an Early Redemption Event.

In the event of the insolvency of the Collateral Exchange Counterparty (where relevant), where the Issuer will rank as an unsecured creditor of the Collateral Exchange Counterparty with respect to the return of any part of the Reference Securities which have been transferred by the Issuer to the Collateral Exchange Counterparty pursuant to the Collateral Exchange Agreement (the "Received Collateral"). Where Collateral Exchange Agreement - Two Way Transfer or Collateral Exchange – Triparty Transfer is applicable, although the Issuer will have received Replacement Collateral Assets from the Collateral Exchange Counterparty, Holders of the Securities are exposed to the credit risk of the Collateral Exchange Counterparty on an unsecured basis to the extent the Replacement Collateral Assets cannot be sold for the same amount as a sale of the Received Collateral would have realised if such Reference Securities had not been transferred to the Collateral Exchange Counterparty.

Where Collateral Exchange Agreement - One Way Transfer Securities Lending is applicable, although the Issuer will grant security over its rights against the Collateral Exchange Counterparty under the Collateral Exchange Agreement, prospective investors should note that as the Issuer will not receive replacement collateral from the Collateral Exchange Counterparty, the Issuer is therefore exposed (and as a consequence the Holders of Securities are effectively exposed) to the credit risk of the Collateral Exchange Counterparty on an unsecured basis to the extent the Collateral Exchange Counterparty does not return equivalent Received Collateral or, in the event of such failure, is unable to pay the relevant termination payment due under the Collateral Exchange Agreement.

If an Enforcement Event occurs with respect to the Issuer in the period from the Issue Date and prior to the date on which the Collateral Exchange Counterparty transfers Equivalent Securities in respect of the Received Collateral, the Collateral Exchange Agreement will terminate and instead of transferring Equivalent Securities to the Issuer, the Collateral Exchange Counterparty will be obliged to pay a termination payment to the Issuer. This termination payment will be equal to the market value of the Received Collateral determined in accordance with the terms of the Collateral Exchange Agreement. If the Collateral Exchange Counterparty fails to pay the relevant termination payment, the Trustee will have no recourse to the Received Collateral and instead will have to rely on the enforcement of the contractual rights the Issuer has in order to recover the termination payment from the Collateral Exchange Counterparty.

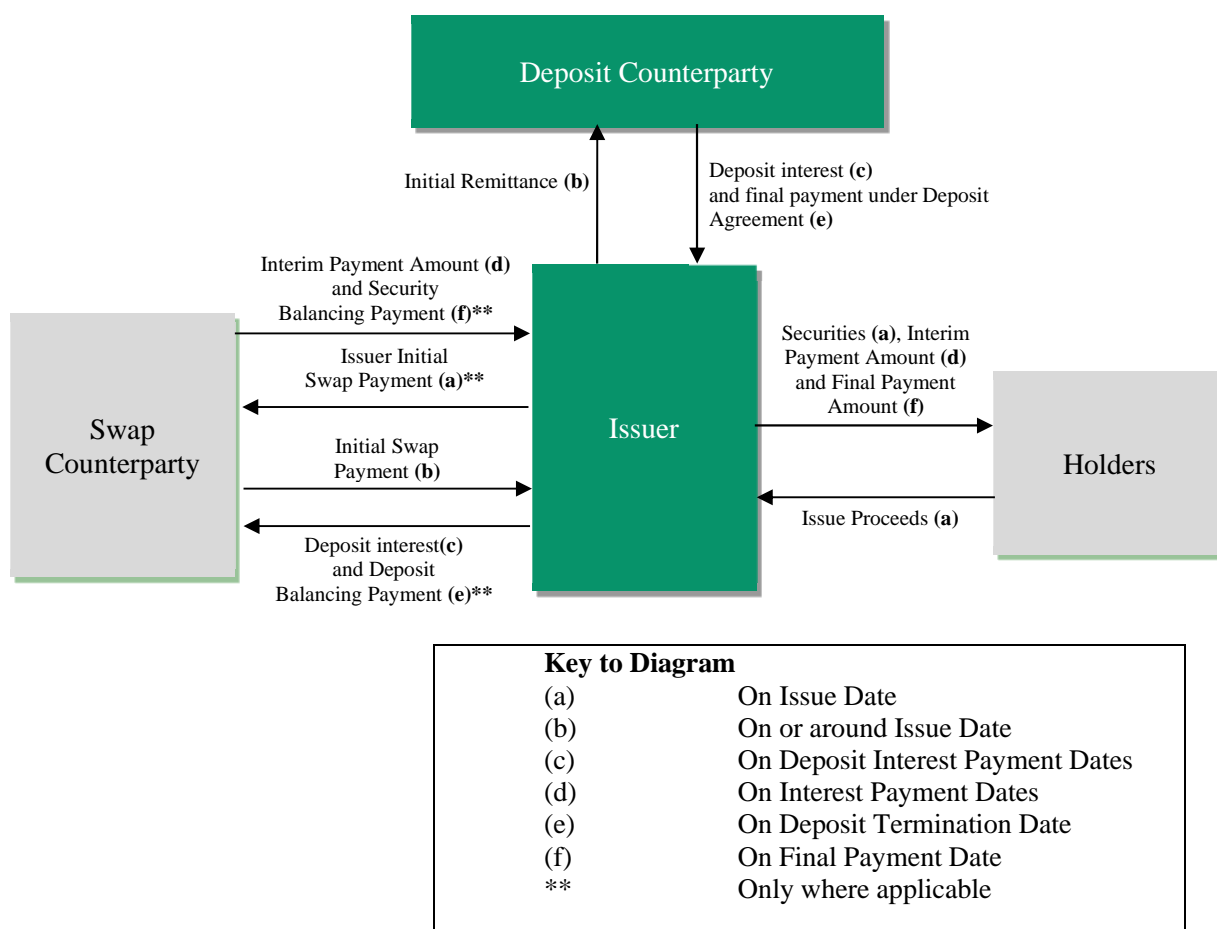
**DESCRIPTION OF THE CHARGED ASSETS - PART VI - CHARGED ASSET STRUCTURES**

*One of the following descriptions of the Charged Asset Structures will apply to the Securities as specified in the applicable Final Terms.*

*References to "Automatic Early Settlement Amount", "Automatic Early Settlement" and "or where Automatic Early Settlement is applicable", "Automatic Early Settlement Event (where applicable)" and associated references shall be disregarded where Automatic Early Settlement does not apply. Where the applicable Compartment Assets are not Reference Securities, one of Charged Asset Structures 2, 5 and 6 as specified in the applicable Final Terms will apply and shall be construed on the basis that references to Reference Securities are references to the "Compartment Assets" and references to the Reference Security Issuer are references to the "Compartment Asset Obligor".*

**CHARGED ASSET STRUCTURE 1**

**Transaction Structure Diagram:** The diagram below is intended to provide an overview of the structure of the transaction that is the subject of Charged Asset Structure 1. Prospective investors should also review the detailed information set out elsewhere in this Base Prospectus, including in the sections titled "*Description of The Charged Assets - Part I – General*" and "*Description of the Swap Agreement*", for a description of the transaction structure and relevant cashflows prior to making any investment decision.



**CHARGED ASSET STRUCTURE 1A - INTEREST BEARING DEPOSIT AGREEMENT AND SWAP AGREEMENT**

**1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty and the Deposit Agreement with the Deposit Counterparty.
- 1.2 For further details relating to the Swap Agreement, please see *"Description of the Charged Assets – Part II – Description of the Swap Agreement"* and for further details relating to the Deposit Agreement, please see *"Description of the Charged Assets – Part III – Description of the Deposit Agreement"*.

**2. Payments under the Deposit Agreement**

- 2.1 Under the Deposit Agreement the Issuer will pay on the Initial Remittance Payment Date the Initial Remittance (the **"Deposit"**) to the Deposit Counterparty.
- 2.2 On each interest payment date under the Deposit Agreement (each a **"Deposit Interest Payment Date"**), the Deposit Counterparty will pay an amount of interest to the Issuer in respect of the Deposit (each such amount, a **"Deposit Interest Amount"**).
- 2.3 On or before the Final Payment Date or, (where Automatic Early Settlement is applicable to the Securities) if an Automatic Early Settlement Event has occurred, the Automatic Early Settlement Date (either such date, the **"Deposit Termination Date"**), the Deposit Counterparty will pay an amount to the Issuer equal to the Final Deposit Payment.

**3. Payments under the Swap Agreement**

- 3.1 On the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount or where the Issuer pays only the Partial Proceeds Amount to the Deposit Counterparty, the Issuer will pay an amount equal to the Available Proceeds to the Swap Counterparty.
- 3.2 Under the Swap Agreement, on or after each Deposit Interest Payment Date, the Issuer will pay an amount (if any) in the currency in which the Deposit is denominated equal to the Deposit Interest Amount received by the Issuer on such date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.3 Where an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.4 *Where Automatic Early Settlement is applicable in respect of the Securities:*

If, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:

- (a) where the Aggregate Automatic Early Settlement Amount is greater than the Final Deposit Payment, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer from the Deposit Counterparty under the Deposit Agreement on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
- (b) where the Aggregate Automatic Early Settlement Amount is equal to the Automatic Early Settlement Deposit Payment Amount, no further payment will be made under the Swap Agreement (other than in respect of any unpaid Deposit Interest Amounts) and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Deposit Payment Amount, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the Automatic Early Settlement Deposit Payment Amount and the Aggregate Automatic Early Settlement Amount.

- 3.5 On or prior to the Final Payment Date, where the Issuer is to pay an Aggregate Final Payment Amount which is greater than the Final Deposit Payment, the Swap Counterparty will pay an amount to the Issuer which, when added to the proceeds received by the Issuer from the Deposit Counterparty under the Deposit Agreement on or around such date, will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.6 Where the Aggregate Final Payment Amount is equal to the Final Deposit Payment, no further payment will be made under the Swap Agreement (other than in respect of unpaid Deposit Interest Amounts).
- 3.7 Where the Aggregate Final Payment Amount is less than the Final Deposit Payment, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the Final Deposit Payment and the Aggregate Final Payment Amount.
- 3.8 The amount of cash which is subject to the Deposit Agreement and the notional amount of the Swap Agreement will be reduced to take account of any purchase and cancellation of Securities by the Issuer and the reduction of the Aggregate Amount of the Securities as a consequence. Upon a purchase of the Securities by the Issuer pursuant to the Relevant Purchase Conditions, a payment will be due under the Deposit Agreement on or before the date of such purchase in an amount equal to the proportional amount of the Deposit that relates to the Aggregate Amount of the Securities so purchased.
- 3.9 Payments under the Swap Agreement will only be made on Swap Business Days.

#### **4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or the Deposit Counterparty under the Deposit Counterparty in the manner described in paragraphs 2 and 3 above in order to pay:

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security (if applicable);
- (b) any Interim Payment Amount in respect of each outstanding Security; and/or
- (c) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

#### **5. Collection of payments**

Payments made under the Swap Agreement or the Deposit Agreement to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security on the Automatic Early Settlement Date, and where applicable, the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

### **CHARGED ASSET STRUCTURE 1B - INTEREST BEARING DEPOSIT AGREEMENT WITH NEGATIVE INTEREST POSSIBLE AND SWAP AGREEMENT**

#### **1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty and the Deposit Agreement with the Deposit Counterparty.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*" and for further details relating to the Deposit Agreement, please see "*Description of the Charged Assets – Part III – Description of the Deposit Agreement*".

**2. Payments under the Deposit Agreement**

- 2.1 Under the Deposit Agreement the Issuer will pay on the Initial Remittance Payment Date the Initial Remittance (the "**Deposit**") to the Deposit Counterparty.
- 2.2 On each interest payment date under the Deposit Agreement (each a "**Deposit Interest Payment Date**"), the Deposit Counterparty will pay an amount of interest to the Issuer in respect of the Deposit provided that, if the amount of interest is negative, the Issuer will pay the absolute value of such amount to the Deposit Counterparty (each amount, a "**Deposit Interest Amount**").
- 2.3 On or before the Final Payment Date or, (where Automatic Early Settlement is applicable to the Securities) if an Automatic Early Settlement Event has occurred, the Automatic Early Settlement Date (either such date, the "**Deposit Termination Date**"), the Deposit Counterparty will pay an amount to the Issuer equal to the Final Deposit Payment.

**3. Payments under the Swap Agreement**

- 3.1 On the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount or where the Issuer pays only the Partial Proceeds Amount to the Deposit Counterparty, the Issuer will pay an amount equal to the Available Proceeds to the Swap Counterparty.
- 3.2 Under the Swap Agreement, on or after each Deposit Interest Payment Date, the Issuer will pay an amount (if any) in the currency in which the Deposit is denominated equal to the Deposit Interest Amount received by the Issuer on such date to the Swap Counterparty or, where the Deposit Interest Amount is a negative amount, on or before each Deposit Interest Payment Date, the Swap Counterparty will pay an amount (if any) in the currency in which the Deposit is denominated equal to the absolute value of the Deposit Interest Amount payable by the Issuer on such date to the Deposit Counterparty, in each case provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.3 Where an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.4 *Where Automatic Early Settlement is applicable in respect of the Securities:*

If, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:

- (a) where the Aggregate Automatic Early Settlement Amount is greater than the Final Deposit Payment, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer from the Deposit Counterparty under the Deposit Agreement on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
  - (b) where the Aggregate Automatic Early Settlement Amount is equal to the Automatic Early Settlement Deposit Payment Amount, no further payment will be made under the Swap Agreement (other than in respect of any unpaid Deposit Interest Amounts) and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Deposit Payment Amount, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the Automatic Early Settlement Deposit Payment Amount and the Aggregate Automatic Early Settlement Amount.
- 3.5 On or prior to the Final Payment Date, where the Issuer is to pay an Aggregate Final Payment Amount which is greater than the Final Deposit Payment, the Swap Counterparty will pay an amount to the Issuer which, when added to the proceeds received by the Issuer from the Deposit Counterparty under the Deposit Agreement on or around such date, will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding,

provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

- 3.6 Where the Aggregate Final Payment Amount is equal to the Final Deposit Payment, no further payment will be made under the Swap Agreement (other than in respect of unpaid Deposit Interest Amounts).
- 3.7 Where the Aggregate Final Payment Amount is less than the Final Deposit Payment, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the Final Deposit Payment and the Aggregate Final Payment Amount.
- 3.8 The amount of cash which is subject to the Deposit Agreement and the notional amount of the Swap Agreement will be reduced to take account of any purchase and cancellation of Securities by the Issuer and the reduction of the Aggregate Amount of the Securities as a consequence. Upon a purchase of the Securities by the Issuer pursuant to the Relevant Purchase Conditions, a payment will be due under the Deposit Agreement on or before the date of such purchase in an amount equal to the proportional amount of the Deposit that relates to the Aggregate Amount of the Securities so purchased.
- 3.9 Payments under the Swap Agreement will only be made on Swap Business Days.

**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or the Deposit Counterparty under the Deposit Counterparty in the manner described in paragraphs 2 and 3 above in order to pay:

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security (if applicable);
- (b) any Interim Payment Amount in respect of each outstanding Security; and/or
- (c) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

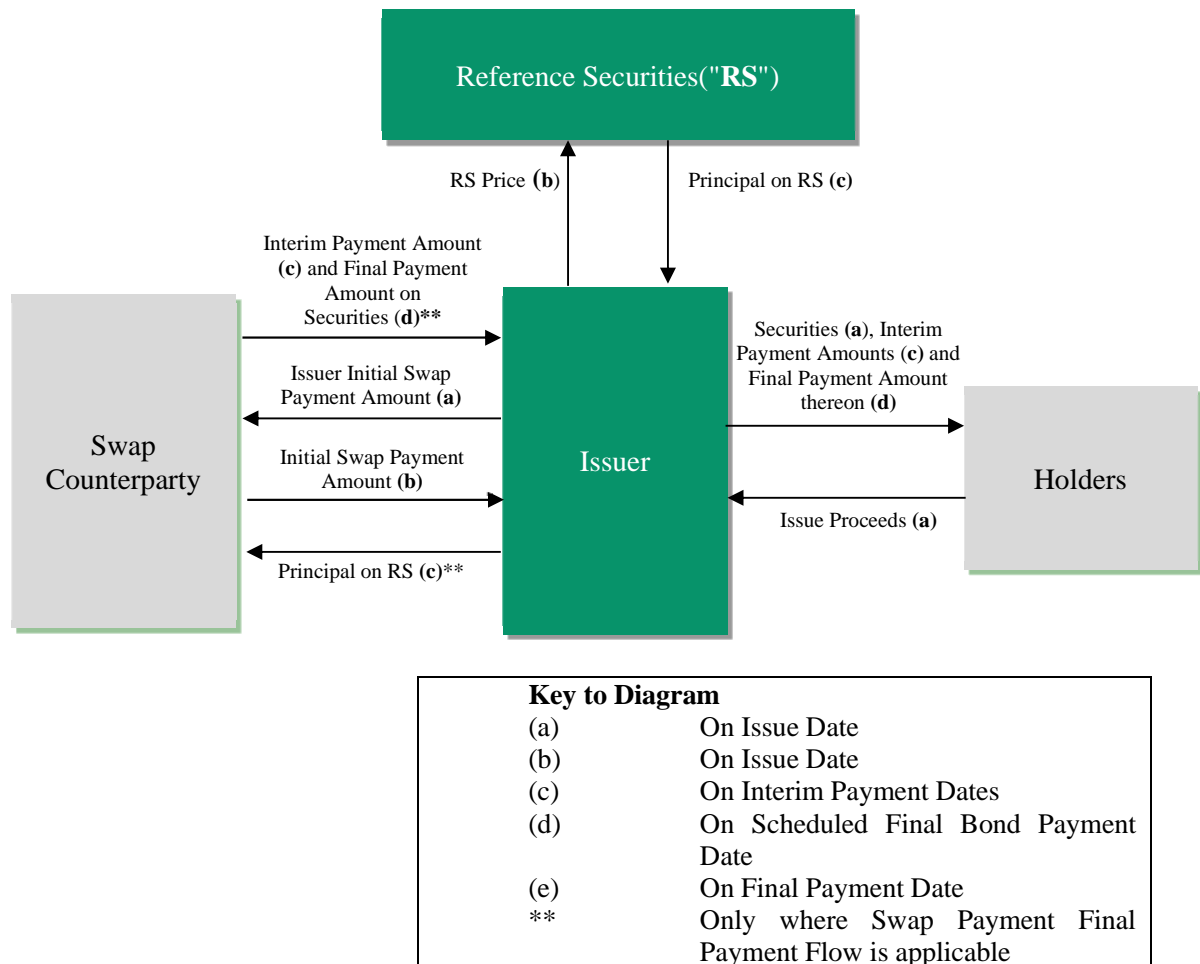
**5. Collection of payments**

Payments made under the Swap Agreement or the Deposit Agreement to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security on the Automatic Early Settlement Date, and where applicable, the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.



**CHARGED ASSET STRUCTURE 2**

**Transaction Structure Diagram:** The diagram below is intended to provide an overview of the structure of the transaction that is the subject of Charged Asset Structure 2. Prospective investors should also review the detailed information set out elsewhere in this Base Prospectus, including in the sections titled "*Description of The Charged Assets - Part I – General*" and "*Description of the Charged Assets – Part II – Description of the Swap Agreement*", for a description of the transaction structure and relevant cashflows prior to making any investment decision.

**CHARGED ASSET STRUCTURE 2A - ZERO COUPON BOND AND SWAP AGREEMENT****1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*".

**2. Payments under the Swap Agreement**

- 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).

- 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.
- 2.3 Where an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.4 On or prior to the Final Payment Date, where the Issuer is to pay an Aggregate Final Payment Amount which is greater than the Scheduled Final Bond Payment, the Swap Counterparty will pay an amount to the Issuer which, when added to the proceeds due to be received by the Issuer from the Reference Securities on or around such date, will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.5 Where the Aggregate Final Payment Amount is equal to the Scheduled Final Bond Payment, no further payment will be made under the Swap Agreement and, where the Aggregate Final Payment Amount is less than the Scheduled Final Bond Payment, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the Scheduled Final Bond Payment and the Aggregate Final Payment Amount.
- 2.5 *Where Automatic Early Settlement is applicable in respect of the Securities:*
- If, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:
- (i) where the Aggregate Automatic Early Settlement Amount is greater than the Automatic Early Settlement Reference Security Unwind Proceeds, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer from the relevant Early Settlement Reference Security Unwind on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
  - (ii) where the Aggregate Automatic Early Settlement Amount is equal to the Automatic Early Settlement Reference Security Unwind Proceeds, no further payment will be made under the Swap Agreement in respect of the Aggregate Automatic Early Settlement Amount and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Reference Security Unwind Proceeds, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind and the Aggregate Automatic Early Settlement Amount.
- 2.10 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities held by the Issuer at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.
- 2.11 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.12 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

**3. Payments under the Reference Securities**

- 3.1 On the Initial Reference Security Purchase Date, the Issuer will use up to 100 per cent. of the net issue proceeds of the Securities, and where applicable, all or part of the Initial Swap Payment Amount, to purchase the Reference Securities.
- 3.2 On the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment which the Issuer will use, together with the amount received under the Swap Agreement (if any) on or around the Final Payment Date, to pay the Final Payment Amount in respect of each Security.
- 3.3 *Where Automatic Early Settlement is applicable in respect of the Securities:*

Where an Automatic Early Settlement Event occurs, the Reference Securities will be the subject of one or more of (a) automatic early redemption, (b) a put at the option of the Issuer and/or (c) the sale of the Reference Securities by the Issuer.

**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay:

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security; and/or
- (c) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

**5. Collection of payments**

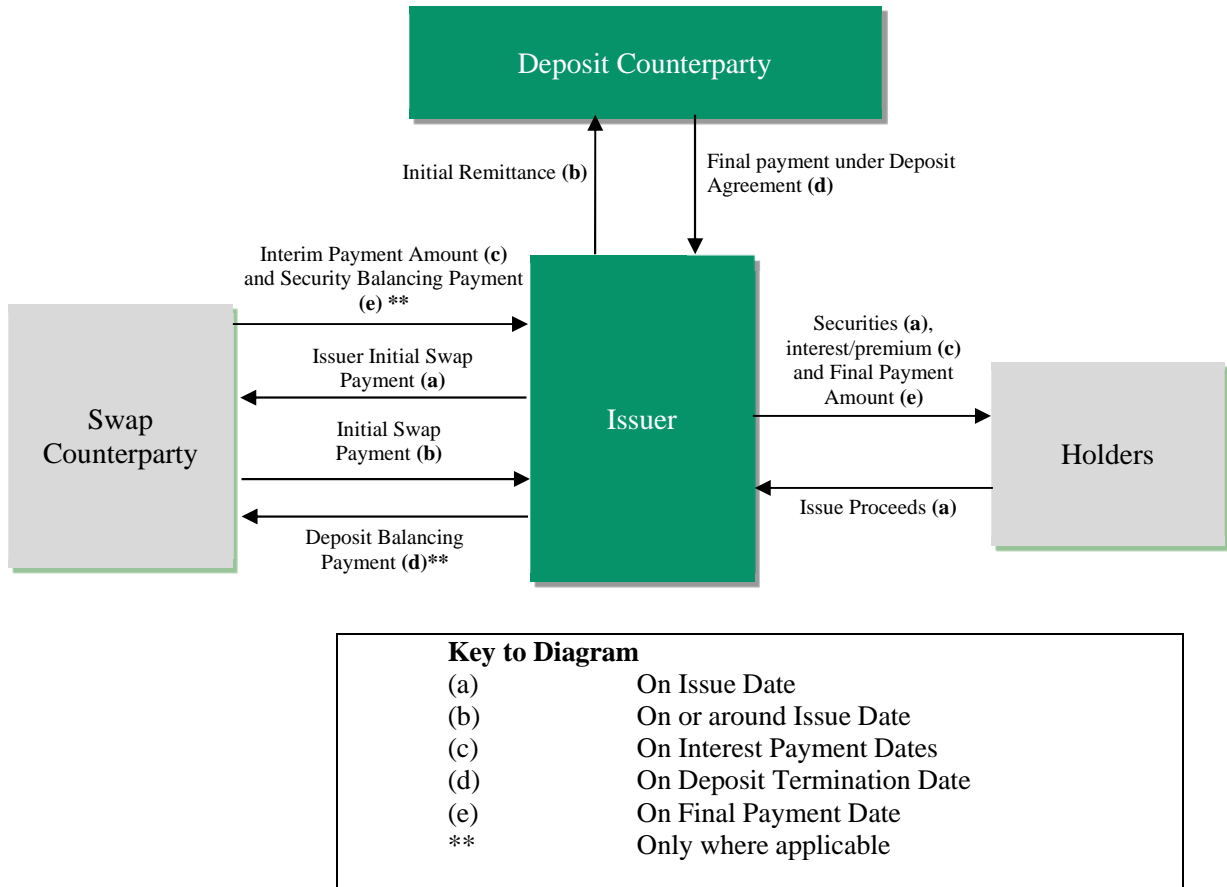
Payments made under the Swap Agreement or the Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount on an Interim Payment Date, the Automatic Early Settlement Amount in respect of each outstanding Security on the Automatic Early Settlement Date (where applicable) or the Final Payment Amount in respect of each Security outstanding on the Final Payment Date.

**CHARGED ASSET STRUCTURE 2B - ZERO COUPON BOND AND SWAP AGREEMENT AND COLLATERAL EXCHANGE AGREEMENT**

The terms of Charged Asset Structure 2A will apply and in addition a Collateral Exchange Structure will apply as specified in the Final Terms. For further details relating to the Collateral Exchange Agreement and Collateral Exchange Structures, please see "*Description of the Charged Assets – Part V – Description of the Collateral Exchange Agreement*" and "*Description of the Charged Assets – Part VII – Description of the Collateral Exchange Structures*".

**CHARGED ASSET STRUCTURE 3**

**Transaction Structure Diagram:** The diagram below is intended to provide an overview of the structure of the transaction that is the subject of Charged Asset Structure 3. Prospective investors should also review the detailed information set out elsewhere in this Base Prospectus, including in the sections titled "*Description of The Charged Assets - Part I – General*" and "*Description of the Charged Assets – Part II – Description of the Swap Agreement*", for a description of the transaction structure and relevant cashflows prior to making any investment decision.

**CHARGED ASSET STRUCTURE 3 - NON-INTEREST BEARING DEPOSIT AGREEMENT AND SWAP AGREEMENT****1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty and the Deposit Agreement with the Deposit Counterparty.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*" and for further details relating to the Deposit Agreement, please see "*Description of the Charged Assets – Part III – Description of the Deposit Agreement*".

**2. Payments under the Deposit Agreement**

- 2.1 Under the Deposit Agreement, the Issuer will pay on the Initial Remittance Payment Date the Initial Remittance (the "**Deposit**") to the Deposit Counterparty.
- 2.2 On or before the Final Payment Date or, (where Automatic Early Settlement is applicable to the Securities) if an Automatic Early Settlement Event has occurred, the Automatic Early Settlement

Date (either such date, the "**Deposit Termination Date**"), the Deposit Counterparty will pay an amount to the Issuer equal to the Final Deposit Payment.

3. **Payments under the Swap Agreement**

- 3.1 On the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount or where the Issuer pays only the Partial Proceeds Amount to the Deposit Counterparty, the Issuer will pay an amount equal to the Available Proceeds to the Swap Counterparty.
- 3.2 Where an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.3 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:
  - (a) where the Aggregate Automatic Early Settlement Amount is greater than the Final Deposit Payment, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer from the Deposit Counterparty under the Deposit Agreement on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
  - (b) where the Aggregate Automatic Early Settlement Amount is equal to the Automatic Early Settlement Deposit Payment Amount, no further payment will be made under the Swap Agreement in respect of the Aggregate Automatic Early Settlement Amount and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Deposit Payment Amount, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the Automatic Early Settlement Deposit Payment Amount and the Aggregate Automatic Early Settlement Amount.
- 3.4 On or prior to the Final Payment Date, where the Issuer is to pay an Aggregate Final Payment Amount which is greater than the Final Deposit Payment, the Swap Counterparty will pay an amount to the Issuer which, when added to the proceeds received by the Issuer from the Deposit Counterparty under the Deposit Agreement on or around such date, will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.5 Where the Aggregate Final Payment Amount is equal to the Final Deposit Payment, no further payment will be made under the Swap Agreement and, where the Aggregate Final Payment Amount is less than the Final Deposit Payment, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the Final Deposit Payment and the Aggregate Final Payment Amount.
- 3.6 The amount of cash which is subject to the Deposit Agreement and the notional amount of the Swap Agreement will be reduced to take account of any purchase and cancellation of Securities by the Issuer and the reduction of the Aggregate Amount of the Securities as a consequence. Upon a purchase of the Securities by the Issuer pursuant to the Relevant Purchase Conditions, a payment will be due under the Deposit Agreement on or before the date of such purchase in an amount equal to the proportional amount of the Deposit that relates to the Aggregate Amount of the Securities so purchased.
- 3.7 Payments under the Swap Agreement will only be made on Swap Business Days.

**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or the Deposit Counterparty under the Deposit Counterparty in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

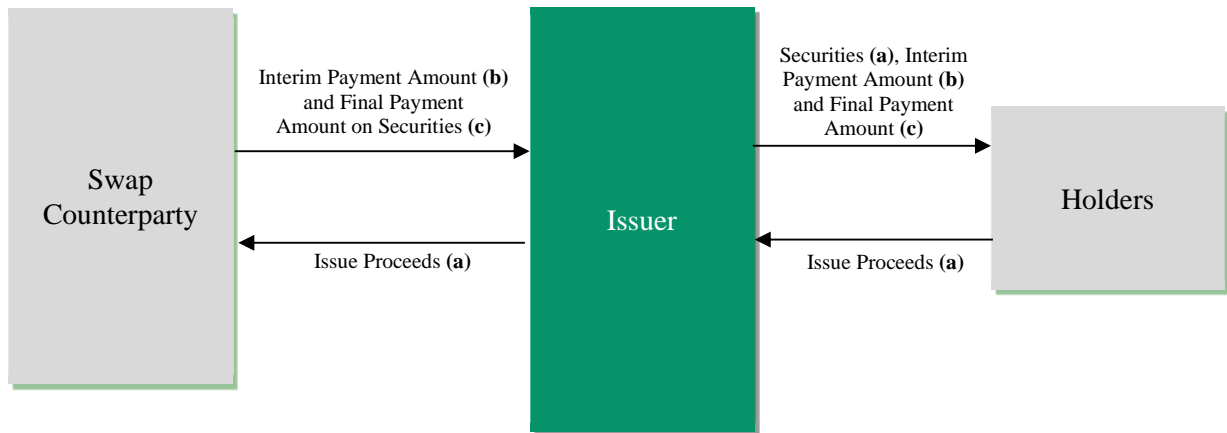
- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security; and/or
- (c) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

**5. Collection of payments**

Payments made under the Swap Agreement or Deposit Agreement to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

**CHARGED ASSET STRUCTURE 4**

**Transaction Structure Diagram:** The diagram below is intended to provide an overview of the structure of the transaction that is the subject of Charged Asset Structure 4. Prospective investors should also review the detailed information set out elsewhere in this Base Prospectus, including in the sections titled "*Description of The Charged Assets - Part I – General*" and "*Description of the Charged Assets – Part II – Description of the Swap Agreement*", for a description of the transaction structure and relevant cashflows prior to making any investment decision.

**Key to Diagram**

- (a) On Issue Date
- (b) On Interim Payment Date(s)
- (c) On Final Payment Date

**CHARGED ASSET STRUCTURE 4A - SWAP AGREEMENT****1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*".

**2. Payments under the Swap Agreement**

- 2.1 On the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty equal to the Issuer Initial Swap Payment Amount.
- 2.2 Where an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.3 *Where Automatic Early Settlement is applicable in respect of the Securities:*

If, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred.

- 2.4 On or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.5 The notional amount of the Swap Agreement will be reduced to take account of any purchase and cancellation of Securities by the Issuer and the reduction of the Aggregate Amount of the Securities as a consequence.
- 2.6 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.7 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

### **3. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments when due from the Swap Counterparty pursuant to the Swap Agreement in order to pay, if applicable: (a) the Automatic Early Settlement Amount in respect of each outstanding Security, (b) any Interim Payment Amount in respect of each outstanding Security and (c) the Final Payment Amount in respect of each outstanding Security.

### **4. Collection of payments**

Payments made under the Swap Agreement to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, and the Final Payment Amount on the Final Payment Date.

## **CHARGED ASSET STRUCTURE 4B - Swap Agreement and initial payment from Swap Counterparty**

### **1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*".

### **2. Payments under the Swap Agreement**

- 2.1 On the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty equal to the Issuer Initial Swap Payment Amount and the Swap Counterparty may pay an amount equal to the Issuer Fees Amount to the Issuer on the Initial Swap Payment Date.
- 2.2 Where an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.3 *Where Automatic Early Settlement is applicable in respect of the Securities:*  
  
If, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred.
- 2.4 On or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.



- 2.5 The notional amount of the Swap Agreement will be reduced to take account of any purchase and cancellation of Securities by the Issuer and the reduction of the Aggregate Amount of the Securities as a consequence.
- 2.6 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.7 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

**3. Arrangements upon which payments to investors are dependent**

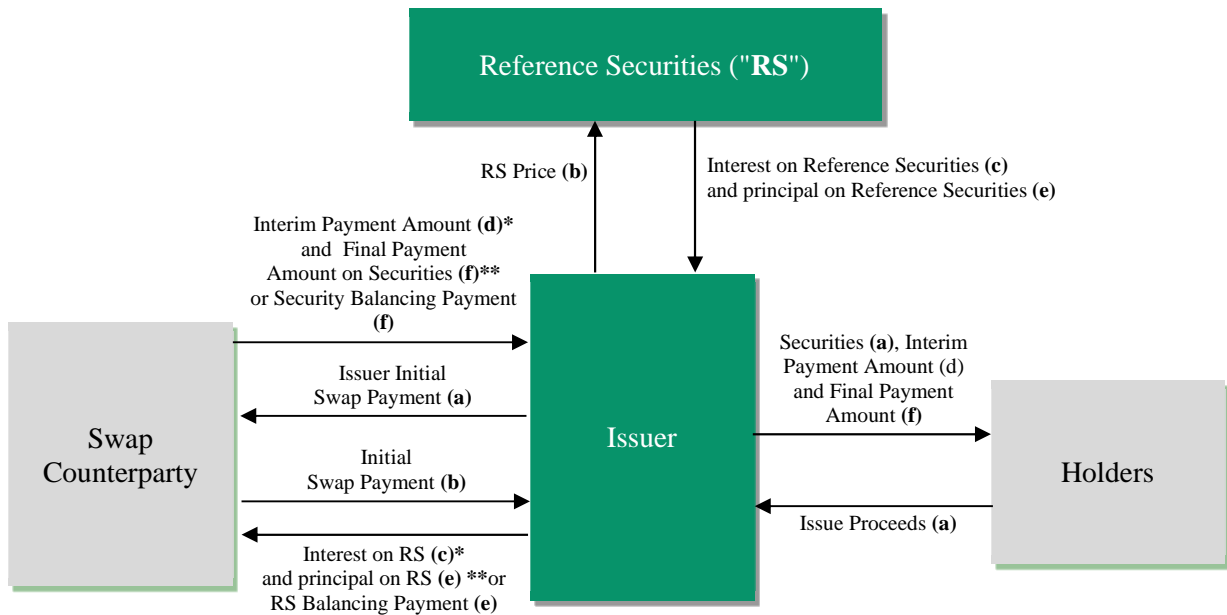
The Issuer is dependent on receiving payments when due from the Swap Counterparty pursuant to the Swap Agreement in order to pay, if applicable: (a) the Automatic Early Settlement Amount in respect of each outstanding Security, (b) any Interim Payment Amount in respect of each outstanding Security and (c) the Final Payment Amount in respect of each outstanding Security.

**4. Collection of payments**

Payments made under the Swap Agreement to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, and the Final Payment Amount on the Final Payment Date.

**CHARGED ASSET STRUCTURE 5**

**Transaction Structure Diagram:** The diagram below is intended to provide an overview of the structure of the transaction that is the subject of Charged Asset Structure 5. Prospective investors should also review the detailed information set out elsewhere in this Base Prospectus, including in the sections titled "*Description of The Charged Assets - Part I – General*" and "*Description of the Charged Assets – Part II – Description of the Swap Agreement*", for a description of the transaction structure and relevant cashflows prior to making any investment decision.

**Key to Diagram**

- (a) On Issue Date
- (b) On Initial Posting Date
- (c) On Reference Collateral Interest Payment Date(s)
- (d) On Interim Payment Date(s)
- (e) On Scheduled Final Bond Payment Date
- (f) On Final Payment Date
- \* Only where Reference Security Coupon Swap Payment Flow is applicable
- \*\* Only where Swap Final Payment Flow is applicable

As used in the below headings of Charged Asset Structure 5:

**"Swap Flow Reference Security Coupon"** refers to a structure where the interest on the Reference Securities is paid by the Issuer to the Swap Counterparty and the Swap Counterparty pays to the Issuer the Interim Payment Amounts due on the Securities.

**"Security Flow Reference Security Coupon"** refers to a structure where the interest on the Reference Securities is used by the Issuer to pay the Interim Payment Amounts due on the Securities.

**"Swap Final Payment Flow"** refers to a structure where the principal on the Reference Securities is paid by the Issuer to the Swap Counterparty and the Swap Counterparty pays to the Issuer the aggregate Final Payment Amounts due on the Securities.

**"Security Final Payment Flow"** refers to a structure where the principal on the Reference Securities is paid is used by the Issuer, together with any payment received from the Swap Counterparty under the Swap Agreement, to pay the aggregate Final Payment Amounts due on the Securities.

**"Scheduled Cashflow Obligation"** refers to a structure where the Issuer's obligation under the Swap Agreement will be to pay to the Swap Counterparty the scheduled amount of interest (where Swap Flow Reference Security Coupon is applicable) and/or principal payable under the Reference Securities (where Swap Final Payment Flow is applicable) whether or not the full amount is actually received by the Issuer.

Where Scheduled Cashflow Obligation not applicable applies the Issuer's obligation will be to only pay the amount it actually receives under the Reference Securities to the Swap Counterparty.

**CHARGED ASSET STRUCTURE 5A - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Security Final Payment Flow, Scheduled Cashflow Obligation not applicable**

**1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see *"Description of the Charged Assets – Part II – Description of the Swap Agreement"*.

**2. Payments under the Swap Agreement**

- 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).
- 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.
- 2.3 Under the Swap Agreement:
  - (a) on each Swap Issuer Interim Payment Date, the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and
  - (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.4 Where the Issuer is due to pay an Aggregate Final Payment Amount which is greater than the Scheduled Final Bond Payment, on or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which, when added to the redemption proceeds due to be received by the Issuer from the Reference Securities on or around such date, will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then

outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

- 2.5 If the aggregate redemption proceeds received by the Issuer in respect of the Reference Securities is greater than the Aggregate Final Payment Amount payable by the Issuer on the Final Payment Date, the Issuer will pay an amount equal to the amount of such excess to the Swap Counterparty on the Swap Issuer Final Payment Date.
- 2.6 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:
  - (i) where the Aggregate Automatic Early Settlement Amount is greater than the Automatic Early Settlement Reference Security Unwind Proceeds, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer following the relevant Early Settlement Reference Security Unwind in respect of the Reference Securities on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
  - (ii) where the Aggregate Automatic Early Settlement Amount is equal to the Automatic Early Settlement Reference Security Unwind Proceeds, no further payment will be made under the Swap Agreement in respect of the Aggregate Automatic Early Settlement Amount and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Reference Security Unwind Proceeds, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind and the Aggregate Automatic Early Settlement Amount.
- 2.7 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.
- 2.8 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.9 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.
- 3. Payments under the Reference Securities**
  - 3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.
  - 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").
  - 3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
  - 3.4 On the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment which the Issuer will use together with the amount received under

the Swap Agreement (if any) on or around such date as set out above to pay the Final Payment Amount in respect of each Security.

**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security; and/or
- (c) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

**5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

**CHARGED ASSET STRUCTURE 5B - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Security Final Payment Flow, Scheduled Cashflow Obligation applicable**

**1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*".

**2. Payments under the Swap Agreement**

- 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).
- 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.
- 2.3 Under the Swap Agreement:
  - (a) on each Swap Issuer Interim Payment Date, the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount scheduled to be received by the Issuer on the Relevant Reference Security Interest Payment Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and
  - (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on

or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

- 2.4 Where the Issuer is due to pay an Aggregate Final Payment Amount which is greater than the Scheduled Final Bond Payment, on or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which, when added to the redemption proceeds due to be received by the Issuer from the Reference Securities on or around such date, will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.5 If the aggregate redemption proceeds received by the Issuer in respect of the Reference Securities is greater than the Aggregate Final Payment Amount payable by the Issuer on the Final Payment Date, the Issuer will pay an amount equal to the amount of such excess to the Swap Counterparty on the Swap Issuer Final Payment Date.
- 2.6 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:
  - (a) where the Aggregate Automatic Early Settlement Amount is greater than the Automatic Early Settlement Reference Security Unwind Proceeds, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer following the relevant Early Settlement Reference Security Unwind in respect of the Reference Securities on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
  - (b) where the Aggregate Automatic Early Settlement Amount is equal to the Automatic Early Settlement Reference Security Unwind Proceeds, no further payment will be made under the Swap Agreement in respect of the Aggregate Automatic Early Settlement Amount and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Reference Security Unwind Proceeds, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind and the Aggregate Automatic Early Settlement Amount.
- 2.7 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.
- 2.8 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.9 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.
- 2.10 The Issuer's obligation under the Swap Agreement will be to pay to the Swap Counterparty the scheduled amount of interest (where Swap Flow Reference Security Coupon is applicable) regardless of whether or not the full amount is actually received by the Issuer.
- 3. Payments under the Reference Securities**
  - 3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.

- 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").
- 3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount scheduled to be received by the Issuer on the Relevant Reference Security Interest Payment Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.4 On the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment which the Issuer will use together with the amount received under the Swap Agreement (if any) on or around such date as set out above to pay the Final Payment Amount in respect of each Security.

#### **4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security; and/or
- (c) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

#### **5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

#### **CHARGED ASSET STRUCTURE 5C - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Swap Final Payment Flow, Scheduled Cashflow Obligation not applicable**

##### **1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*".

##### **2. Payments under the Swap Agreement**

- 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).
- 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.

2.3 Under the Swap Agreement:

- (a) on each Swap Issuer Interim Payment Date, the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and
- (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

2.4 On the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay to an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment received by the Issuer to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

2.5 On or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

2.6 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred.

2.7 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind or deliver the Reference Securities to the Swap Counterparty and such delivery or payment to the Swap Counterparty shall take place on the Reference Security Unwind Date.

2.8 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.

2.9 Payments under the Swap Agreement will only be made on Swap Business Days.

2.10 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

**3. Payments under the Reference Securities**

3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.



- 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").
- 3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.4 Where RCA Maturity Call is specified as applicable in the applicable Final Terms, on the Scheduled Final Bond Payment Date in respect of the relevant Reference Securities, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay to the Swap Counterparty an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment received by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

#### **4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security; and/or
- (c) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

#### **5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

### **CHARGED ASSET STRUCTURE 5D - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Swap Final Payment Flow, Scheduled Cashflow Obligation applicable**

#### **1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*".

#### **2. Payments under the Swap Agreement**

- 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).

- 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.
- 2.3 Under the Swap Agreement:
- (a) on each Swap Issuer Interim Payment Date, the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount scheduled to be received by the Issuer on the Relevant Reference Security Interest Payment Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and
  - (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.4 Where RCA Maturity Call is applicable to the relevant Series of Securities:
- (a) on or around any RCA Maturity Call Option Date which relates to a redemption of Reference Securities in part but not whole, the Issuer will pay an amount to the Swap Counterparty in the relevant Reference Collateral Currency equal to the redemption proceeds due to be received by the Issuer in connection with such RCA Maturity Call Option Event provided that no Early Redemption Payment or Event of Default has occurred; and
  - (b) on the earlier of (i) the Scheduled Final Bond Payment Date(s) and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the Issuer will pay to the Swap Counterparty an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment due to be received by the Issuer provided that no Early Payment Event or Event of Default has occurred.
- 2.5 Where RCA Maturity Call is not applicable to the relevant Series of Securities, on the Scheduled Final Bond Payment Date, in respect of the relevant Reference Securities, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay to an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment scheduled to be received by the Issuer to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.6 Where the Securities are RCA Instalment Notes or Certificates (other than Securities which are specified to be Single Instalment RCA Instalment Notes or Single Instalment RCA Instalment certificates in the applicable Final Terms), on or prior to each Instalment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Instalment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding on the relevant Instalment Date, provided that no Call Event (where applicable), Early Redemption Event or Event of Default has occurred.
- 2.7 On or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.8 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the

Issuer which will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred.

- 2.9 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind or deliver the Reference Securities to the Swap Counterparty and such delivery or payment to the Swap Counterparty shall take place on the Reference Security Unwind Date.
- 2.10 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.
- 2.11 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.12 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

### 3. Payments under the Reference Securities

- 3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.
- 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").
- 3.3 Where RCA Maturity Call is applicable to the relevant series of Securities:
  - (a) on each RCA Maturity Call Option Date which is not the Final RCA Maturity Call Option Date, the relevant RCA Issuer will pay an amount of principal and accrued interest thereon in respect of the nominal amount of the Reference Securities held by the Issuer at such time which are being and the RCA Nominal Amount relating to the relevant Reference Securities will be reduced by the nominal amount of the Reference Securities held by the Issuer which are redeemed; and
  - (b) on the earlier of (i) the Scheduled Final Bond Payment Date and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the relevant the RCA Issuer will pay to the Issuer an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment provided that no Early Payment Event or Event of Default has occurred.
- 3.4 Where RCA Maturity Call is not applicable to the relevant series of Securities, on the Scheduled Final Bond Payment Date in respect of the relevant Reference Securities, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will be obliged to pay to the Swap Counterparty an amount (if any) in the currency in which the relevant Reference Securities are denominated equal to the Scheduled Final Bond Payment scheduled to be received by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security;
- (c) any Instalment Amount (where applicable) in respect of each outstanding Security; and/or
- (d) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

**5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

**CHARGED ASSET STRUCTURE 5E - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Reference Security Coupon Flow, Swap Final Payment Flow, Scheduled Cashflow Obligation not applicable**

**1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*".

**2. Payments under the Swap Agreement**

- 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).
- 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.
- 2.3 Where RCA Maturity Call is not applicable to the relevant series of Securities, on the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay to an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment received by the Issuer to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.4 Where RCA Maturity Call is applicable to the relevant series of Securities:
  - (a) on or around any RCA Maturity Call Option Date which relates to a redemption of Reference Securities in part but not whole, the Issuer will pay an amount to the Swap Counterparty in the relevant Reference Collateral Currency equal to the redemption

proceeds scheduled to be received by the Issuer in connection with such RCA Maturity Call Option Event provided that no Early Redemption Payment or Event of Default has occurred; and

- (b) on the earlier of (i) the Scheduled Final Bond Payment Date and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the Issuer will pay to the Swap Counterparty an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment received by the Issuer provided that no Early Payment Event or Event of Default has occurred.
- 2.5 Where RCA Maturity Call is not applicable to the relevant series of Securities, on the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment received by the Issuer to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.6 On or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.7 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred.
- 2.8 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind or deliver the Reference Securities to the Swap Counterparty and such delivery or payment to the Swap Counterparty shall take place on the Reference Security Unwind Date.
- 2.9 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.
- 2.10 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.11 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

### **3. Payments under the Reference Securities**

- 3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.
- 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").

- 3.3 The Issuer will use the Reference Security Coupon Amount it receives under the Reference Securities on the relevant Reference Security Interest Payment Date to pay the relevant Interim Payment Amounts due in respect of the Securities.
- 3.4 Where RCA Maturity Call is applicable to a Series of Securities:
- (a) on each RCA Maturity Call Option Date which is not the Final RCA Maturity Call Option Date, the relevant RCA Issuer will pay an amount of principal and accrued interest thereon in respect of the nominal amount of the Reference Securities held by the Issuer at such time which are being and the RCA Nominal Amount relating to the relevant Reference Securities will be reduced by the nominal amount of the Reference Securities held by the Issuer which are redeemed; and
  - (b) on the earlier of (i) the Scheduled Final Bond Payment Date and (ii) the Final RCA Maturity Call Option Date, in respect of the relevant Reference Securities, the relevant RCA Issuer will pay to the Issuer an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment provided that no Early Payment Event or Event of Default has occurred.
- 3.5 Where RCA Maturity Call is not applicable to a Series of Securities, on the Scheduled Final Bond Payment Date in respect of the relevant Reference Securities, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay to the Swap Counterparty an amount (if any) in the currency in which the relevant Reference Securities are denominated equal to the Scheduled Final Bond Payment received by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security;
- (c) any Instalment Amount (where applicable) in respect of each outstanding Security; and/or
- (d) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

**5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

**CHARGED ASSET STRUCTURE 5F - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Reference Security Coupon Flow, Swap Final Payment Flow, Scheduled Cashflow Obligation applicable**

**1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.

- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*".
- 2. Payments under the Swap Agreement**
  - 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).
  - 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.
  - 2.3 Where RCA Maturity Call is not applicable to the relevant Series of Securities, on the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay to an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment scheduled to be received by the Issuer to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
  - 2.4 Where RCA Maturity Call is applicable to the relevant Series of Securities:
    - (a) on or around any RCA Maturity Call Option Date which relates to a redemption of Reference Securities in part but not whole, the Issuer will pay an amount to the Swap Counterparty in the relevant Reference Collateral Currency equal to the redemption proceeds scheduled to be received by the Issuer in connection with such RCA Maturity Call Option Event provided that no Early Redemption Payment or Event of Default has occurred; and
    - (b) on the earlier of (i) the Scheduled Final Bond Payment Date and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the Issuer will pay to the Swap Counterparty an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment received by the Issuer provided that no Early Payment Event or Event of Default has occurred.
  - 2.5 Where RCA Maturity Call is not specified as applicable in the applicable Final Terms, on the Scheduled Final Bond Payment Date in respect of the relevant Reference Securities, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay to an amount (if any) in the currency in which the relevant Reference Securities are denominated equal to the Scheduled Final Bond Payment scheduled to be received by the Issuer to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
  - 2.6 On or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
  - 2.7 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred.
  - 2.8 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the proceeds received by the Issuer in

respect of the Reference Securities following the Early Settlement Reference Security Unwind or deliver the Reference Securities to the Swap Counterparty and such delivery or payment to the Swap Counterparty shall take place on the Reference Security Unwind Date.

- 2.9 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.
- 2.10 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.11 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

### 3. Payments under the Reference Securities

- 3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.
- 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").
- 3.3 The Issuer will use the Reference Security Coupon Amount it receives under the Reference Securities on the relevant Reference Security Interest Payment Date to pay the relevant Interim Payment Amounts due in respect of the Securities.
- 3.4 Where RCA Maturity Call is applicable to a Series of Securities:
  - (a) on each RCA Maturity Call Option Date which is not the Final RCA Maturity Call Option Date, the relevant RCA Issuer will pay an amount of principal and accrued interest thereon in respect of the nominal amount of the Reference Securities held by the Issuer at such time which are being and the RCA Nominal Amount relating to the relevant Reference Securities will be reduced by the nominal amount of the Reference Securities held by the Issuer which are redeemed; and
  - (b) on the earlier of (i) the Scheduled Final Bond Payment Date(s) and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the RCA Issuer will pay to the Issuer an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment provided that no Early Payment Event or Event of Default has occurred.
- 3.5 Where RCA Maturity Call is not applicable to a Series of Securities, on the Scheduled Final Bond Payment Date in respect of the relevant Reference Securities, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay to the Swap Counterparty an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment received by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.



**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security;
- (c) any Instalment Amount (where applicable) in respect of each outstanding Security; and/or
- (d) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

**5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

**CHARGED ASSET STRUCTURE 5G - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Security Final Payment Flow, Scheduled Cashflow Obligation not applicable**

**1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*".

**2. Payments under the Swap Agreement**

- 2.1 Where the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Net Available Proceeds (if any) and the Swap Counterparty will pay an amount to the Issuer equal to the Issuer Fees Amount.
- 2.2 Where the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Counterparty Payment Amount.
- 2.3 Under the Swap Agreement:
  - (a) on each Swap Issuer Interim Payment Date, the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and
  - (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no

Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

- 2.4 Where the Issuer is due to pay an Aggregate Final Payment Amount which is greater than the Scheduled Final Bond Payment, on or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which, when added to the redemption proceeds due to be received by the Issuer from the Reference Securities on or around such date, will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.5 If the aggregate redemption proceeds received by the Issuer in respect of the Reference Securities is greater than the Aggregate Final Payment Amount payable by the Issuer on the Final Payment Date, the Issuer will pay an amount equal to the amount of such excess to the Swap Counterparty on the Swap Issuer Final Payment Date.
- 2.6 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:
  - (a) where the Aggregate Automatic Early Settlement Amount is greater than the Automatic Early Settlement Reference Security Unwind Proceeds, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer following the relevant Early Settlement Reference Security Unwind in respect of the Reference Securities on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
  - (b) where the Aggregate Automatic Early Settlement Amount is equal to the Automatic Early Settlement Reference Security Unwind Proceeds, no further payment will be made under the Swap Agreement in respect of the Aggregate Automatic Early Settlement Amount and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Reference Security Unwind Proceeds, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind and the Aggregate Automatic Early Settlement Amount.
- 2.7 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.
- 2.8 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.9 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

### 3. Payments under the Reference Securities

- 3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Counterparty Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.
- 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").

- 3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.4 On the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment which the Issuer will use together with the amount received under the Swap Agreement (if any) on or around such date as set out above to pay the Final Payment Amount in respect of each Security.

#### **4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security; and/or
- (c) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

#### **5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

### **CHARGED ASSET STRUCTURE 5H - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Security Final Payment Flow, Scheduled Cashflow Obligation applicable**

#### **1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*".

#### **2. Payments under the Swap Agreement**

- 2.1 Where the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Net Available Proceeds (if any) and the Swap Counterparty will pay an amount to the Issuer equal to the Issuer Fees Amount.
- 2.2 Where the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Counterparty Payment Amount.
- 2.3 Under the Swap Agreement:
- (a) on each Swap Issuer Interim Payment Date, the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security

Coupon Amount scheduled to be received by the Issuer on the Relevant Reference Security Interest Payment Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and

- (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.4 Where the Issuer is due to pay an Aggregate Final Payment Amount which is greater than the Scheduled Final Bond Payment, on or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which, when added to the redemption proceeds due to be received by the Issuer from the Reference Securities on or around such date, will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.5 If the aggregate redemption proceeds received by the Issuer in respect of the Reference Securities is greater than the Aggregate Final Payment Amount payable by the Issuer on the Final Payment Date, the Issuer will pay an amount equal to the amount of such excess to the Swap Counterparty on the Swap Issuer Final Payment Date.
- 2.6 Where Automatic Early Settlement is applicable in respect of the Securities, if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:
- (a) where the Aggregate Automatic Early Settlement Amount is greater than the Automatic Early Settlement Reference Security Unwind Proceeds, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer following the relevant Early Settlement Reference Security Unwind in respect of the Reference Securities on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
  - (b) where the Aggregate Automatic Early Settlement Amount is equal to the Automatic Early Settlement Reference Security Unwind Proceeds, no further payment will be made under the Swap Agreement in respect of the Aggregate Automatic Early Settlement Amount and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Reference Security Unwind Proceeds, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind and the Aggregate Automatic Early Settlement Amount.
- 2.7 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.
- 2.8 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.9 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.
- 2.10 The Issuer's obligation under the Swap Agreement will be to pay to the Swap Counterparty the scheduled amount of interest (where Swap Flow Reference Security Coupon is applicable) regardless of whether or not the full amount is actually received by the Issuer.

**3. Payments under the Reference Securities**

- 3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Counterparty Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.
- 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").
- 3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount scheduled to be received by the Issuer on the Relevant Reference Security Interest Payment Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.4 On the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment which the Issuer will use together with the amount received under the Swap Agreement (if any) on or around such date as set out above to pay the Final Payment Amount in respect of each Security.

**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

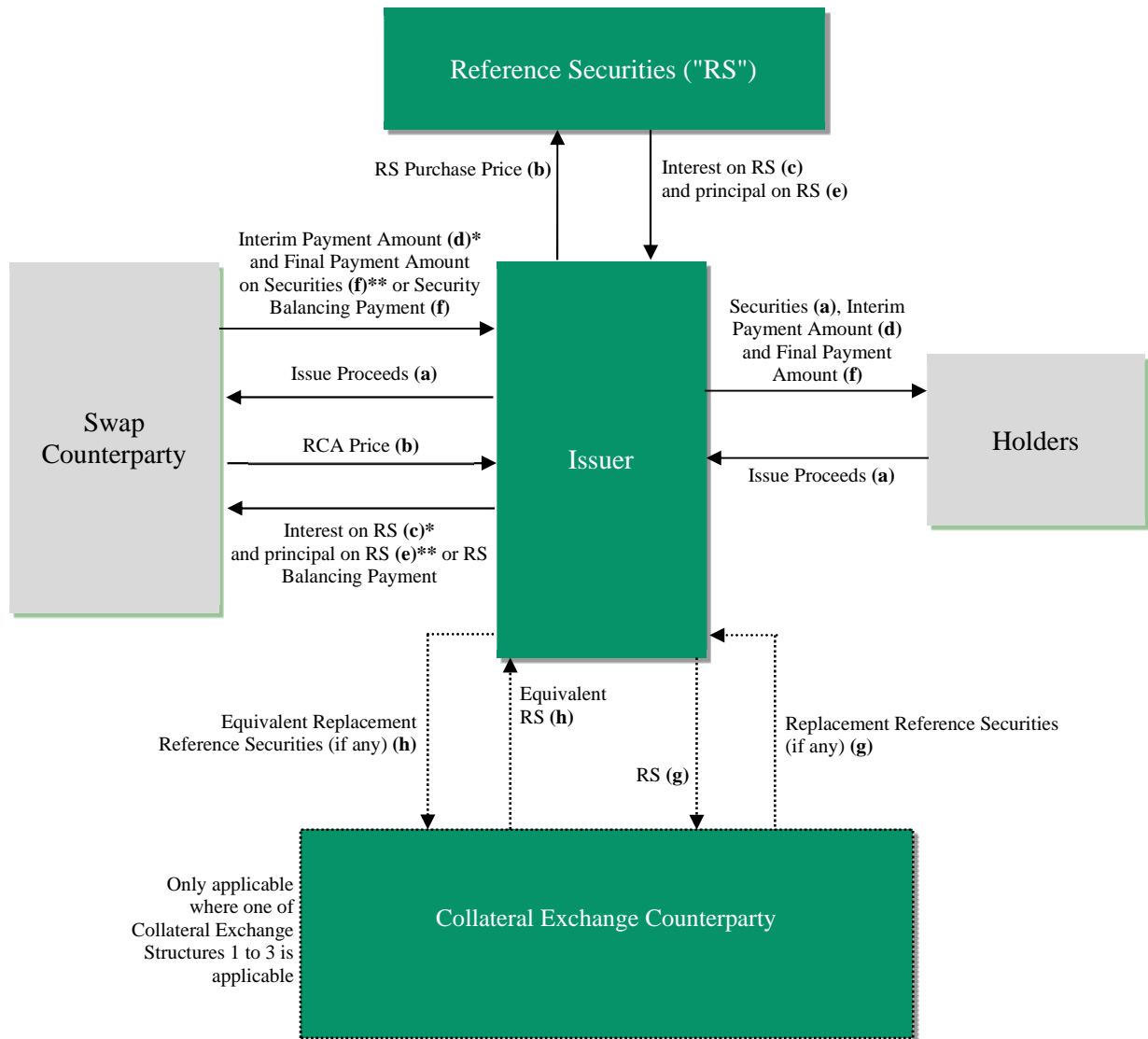
- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security; and/or
- (c) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

**5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

**CHARGED ASSET STRUCTURE 6**

**Transaction Structure Diagram:** The diagram below is intended to provide an overview of the structure of the transaction that is the subject of Charged Asset Structure 6. Prospective investors should also review the detailed information set out elsewhere in this Base Prospectus, including in the sections titled "*Description of The Charged Assets - Part I – General*", "*Description of the Charged Assets – Part II – Description of the Swap Agreement*" and "*Description of The Charged Assets - Part V - Description of the Collateral Exchange Agreement*", for a description of the transaction structure and relevant cashflows prior to making any investment decision.

**Key to Diagram**

- (a) On Issue Date
- (b) On Initial Reference Security Purchase Date
- (c) On Reference Collateral Interest Payment Date(s)
- (d) On Interim Payment Date(s)
- (e) On Scheduled Final Bond Payment Date
- (f) On Final Payment Date
- (g) Following a request from the Collateral Exchange Counterparty
- (h) Scheduled Exchange End Date

*	Only where Reference Security Coupon Swap Payment Flow is applicable
**	Only where Swap Final Payment Flow is applicable

As used in the below headings of the Charged Asset Structure 6:

**"Collateral Exchange Agreement"** means one of Collateral Exchange Structures 1 to 3 is applicable as specified in the applicable Final Terms.

**"Initial Swap Payment Flow"** refers to a structure where the Issuer pays the net issue proceeds from the Securities to the Swap Counterparty and the Swap Counterparty pays the purchase price for the Reference Securities to the Issuer.

**"Swap Flow Reference Security Coupon"** refers to a structure where the interest on the Reference Securities is paid by the Issuer to the Swap Counterparty and the Swap Counterparty pays to the Issuer the Interim Payment Amounts due on the Securities.

**"Security Flow Reference Security Coupon"** refers to a structure where the interest on the Reference Securities is used by the Issuer to pay the Interim Payment Amounts due on the Securities.

**"Swap Final Payment Flow"** refers to a structure where the principal on the Reference Securities is paid by the Issuer to the Swap Counterparty and the Swap Counterparty pays to the Issuer the aggregate Final Payment Amounts due on the Securities.

**"Security Final Payment Flow"** refers to a structure where the principal on the Reference Securities is paid is used by the Issuer, together with any payment received from the Swap Counterparty under the Swap Agreement, to pay the aggregate Final Payment Amounts due on the Securities.

**"Scheduled Cashflow Obligation"** refers to a structure where the Issuer's obligation under the Swap Agreement will be to pay to the Swap Counterparty the scheduled amount of interest (where Swap Flow Reference Security Coupon is applicable) and/or principal payable under the Reference Securities (where Swap Final Payment Flow is applicable) whether or not the full amount is actually received by the Issuer.

Where Scheduled Cashflow Obligation not applicable applies the Issuer's obligation will be to only pay the amount it actually receives under the Reference Securities to the Swap Counterparty.

**CHARGED ASSET STRUCTURE 6A - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Security Final Payment Flow, Collateral Exchange Agreement, Scheduled Cashflow Obligation not applicable**

**1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*" and for further details relating to the Collateral Exchange Agreement, please see "*Description of the Charged Assets – Part VII – Description of the Collateral Exchange Structures*".

**2. Payments under the Swap Agreement**

- 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).
- 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the

Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.

2.3 Under the Swap Agreement:

- (a) on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and
- (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

2.4 Where the Issuer is due to pay an Aggregate Final Payment Amount which is greater than the Scheduled Final Bond Payment, on or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which, when added to the redemption proceeds due to be received by the Issuer from the Reference Securities on or around such date, will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

2.5 If the aggregate redemption proceeds received by the Issuer in respect of the Reference Securities is greater than the Aggregate Final Payment Amount payable by the Issuer on the Final Payment Date, the Issuer will pay an amount equal to the amount of such excess to the Swap Counterparty on the Swap Issuer Final Payment Date.

2.6 *Where Automatic Early Settlement is applicable in respect of the Securities:*

If, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:

- (i) where the Aggregate Automatic Early Settlement Amount is greater than the Automatic Early Settlement Reference Security Unwind Proceeds, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer following the relevant Early Settlement Reference Security Unwind in respect of the Reference Securities on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
- (ii) where the Aggregate Automatic Early Settlement Amount is equal to the Automatic Early Settlement Reference Security Unwind Proceeds, no further payment will be made under the Swap Agreement in respect of the Aggregate Automatic Early Settlement Amount and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Reference Security Unwind Proceeds, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind and the Aggregate Automatic Early Settlement Amount.

2.7 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the



case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.

- 2.8 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.9 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

### 3. **Payments under the Reference Securities**

- 3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.
- 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").
- 3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) to the Swap Counterparty in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.4 Where RCA Maturity Call is applicable to the relevant Series of Securities:
  - (a) On each RCA Maturity Call Option Date which is not the Final RCA Maturity Call Option Date, the relevant RCA Issuer will pay an amount of principal and accrued interest thereon in respect of the nominal amount of the Reference Securities held by the Issuer at such time which are being and the RCA Nominal Amount relating to the relevant Reference Securities will be reduced by the nominal amount of the Reference Securities held by the Issuer which are redeemed; and
  - (b) On the earlier of (i) the Scheduled Final Bond Payment Date and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the RCA Issuer will pay to the Issuer an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment provided that no Early Payment Event or Event of Default has occurred.
- 3.5 Where RCA Maturity Call is not applicable to the relevant Series of Securities, on the Scheduled Final Bond Payment Date in respect of the relevant Reference Securities, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment which the Issuer will use together with the amount received under the Swap Agreement (if any) on or around such date as set out above to pay the Final Payment Amount in respect of each Security.

### 4. **Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security;
- (c) any Instalment Amount (where applicable) in respect of each outstanding Security; and/or

- (d) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

## 5. Collection of payments

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

### **CHARGED ASSET STRUCTURE 6B - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Security Final Payment Flow, Collateral Exchange Agreement, Scheduled Cashflow Obligation applicable**

#### 1. General

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*" and for further details relating to the Collateral Exchange Agreement, please see "*Description of the Charged Assets – Part VII – Description of the Collateral Exchange Structures*".

#### 2. Payments under the Swap Agreement

- 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).
- 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.
- 2.3 Under the Swap Agreement:
  - (a) on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount scheduled to be received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, scheduled to be received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and
  - (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.4 Where the Issuer is due to pay an Aggregate Final Payment Amount which is greater than the Scheduled Final Bond Payment, on or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which, when added to the redemption proceeds due to be received by the Issuer from the Reference Securities on or around such date, will be equal to the aggregate of the

Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

- 2.5 If the aggregate redemption proceeds received by the Issuer in respect of the Reference Securities is greater than the Aggregate Final Payment Amount payable by the Issuer on the Final Payment Date, the Issuer will pay an amount equal to the amount of such excess to the Swap Counterparty on the Swap Issuer Final Payment Date.

- 2.6 *Where Automatic Early Settlement is applicable in respect of the Securities:*

If, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:

- (i) where the Aggregate Automatic Early Settlement Amount is greater than the Automatic Early Settlement Reference Security Unwind Proceeds, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer following the relevant Early Settlement Reference Security Unwind in respect of the Reference Securities on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
- (ii) where the Aggregate Automatic Early Settlement Amount is equal to the Automatic Early Settlement Reference Security Unwind Proceeds, no further payment will be made under the Swap Agreement in respect of the Aggregate Automatic Early Settlement Amount and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Reference Security Unwind Proceeds, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind and the Aggregate Automatic Early Settlement Amount.

- 2.7 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.

- 2.8 Payments under the Swap Agreement will only be made on Swap Business Days.

- 2.9 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

### **3. Payments under the Reference Securities**

- 3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.

- 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").

- 3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) to the Swap Counterparty in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities,

received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

3.4 Where RCA Maturity Call is applicable to the relevant Series of Securities:

- (a) On each RCA Maturity Call Option Date which is not the Final RCA Maturity Call Option Date, the RCA Issuer will pay an amount of principal and accrued interest thereon in respect of the nominal amount of the Reference Securities held by the Issuer at such time which are being and the RCA Nominal Amount will be reduced by the nominal amount of the Reference Securities held by the Issuer which are redeemed; and
- (b) On the earlier of (i) the Scheduled Final Bond Payment Date and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the RCA Issuer will pay to the Issuer an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment provided that no Early Payment Event or Event of Default has occurred.

3.5 Where RCA Maturity Call is not applicable to the relevant Series of Securities, on the Scheduled Final Bond Payment Date, in respect of the relevant Reference Securities, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment which the Issuer will use together with the amount received under the Swap Agreement (if any) on or around such date as set out above to pay the Final Payment Amount in respect of each Security.

**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security;
- (c) any Instalment Amount (where applicable) in respect of each outstanding Security; and/or
- (d) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

**5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

**CHARGED ASSET STRUCTURE 6C - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Swap Final Payment Flow, Collateral Exchange Agreement, Scheduled Cashflow Obligation not applicable**

**1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*" and for further details relating to the Collateral Exchange Agreement, please see "*Description of the Charged Assets – Part VII – Description of the Collateral Exchange Structures*".

**2. Payments under the Swap Agreement**

- 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).
- 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.
- 2.3 Under the Swap Agreement:
  - (a) on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and
  - (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.4 Where RCA Maturity Call is not applicable to the relevant Series of Securities, on the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay to an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment received by the Issuer to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.5 Where RCA Maturity Call is applicable to the relevant Series of Securities:
  - (a) on or around any RCA Maturity Call Option Date which relates to a redemption of Reference Securities in part but not whole, the Issuer will pay an amount to the Swap Counterparty in the relevant Reference Collateral Currency equal to the redemption proceeds due to be received by the Issuer in connection with such RCA Maturity Call Option Event provided that no Early Redemption Payment or Event of Default has occurred; and
  - (b) on the earlier of (i) the Scheduled Final Bond Payment Date(s) and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the Issuer will pay to the Swap Counterparty an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment due to be received by the Issuer provided that no Early Payment Event or Event of Default has occurred.
- 2.6 Where the Securities are RCA Instalment Certificates or Notes (other than Securities which are specified to be Single Instalment RCA Instalment Certificates or Single Instalment RCA Instalment Notes in the applicable Final Terms), on or prior to each Instalment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Instalment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding on the relevant Instalment Date, provided that no Call Event (where applicable), Early Redemption Event or Event of Default has occurred.
- 2.7 On or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in

respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

2.8 Where Automatic Early Settlement is applicable in respect of the Securities:

- (a) if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; and
- (b) if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind or deliver the Reference Securities to the Swap Counterparty and such delivery or payment to the Swap Counterparty shall take place on the Reference Security Unwind Date.

2.9 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.

2.10 Payments under the Swap Agreement will only be made on Swap Business Days.

2.11 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

### 3. Payments under the Reference Securities

3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.

3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").

3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) to the Swap Counterparty in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

3.4 Where RCA Maturity Call is applicable to the series of Securities:

- (a) on each RCA Maturity Call Option Date which is not the Final RCA Maturity Call Option Date, the RCA Issuer will pay an amount of principal and accrued interest thereon in respect of the nominal amount of the Reference Securities held by the Issuer at such time which are being and the RCA Nominal Amount relating to the relevant Reference Securities will be reduced by the nominal amount of the Reference Securities held by the Issuer which are redeemed; and

- (b) on the earlier of (i) the Scheduled Final Bond Payment Date(s) and (ii) the Final RCA Maturity Call Option Date, in respect of the relevant Reference Securities, the RCA Issuer will pay to the Issuer an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment provided that no Early Payment Event or Event of Default has occurred.

3.5 On the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date relating to the relevant Reference Securities, the Issuer will pay to the Swap Counterparty an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment received by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

#### **4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security;
- (c) any Instalment Amount (where applicable) in respect of each outstanding Security; and/or
- (d) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

#### **5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

### **CHARGED ASSET STRUCTURE 6D - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Swap Final Payment Flow, Collateral Exchange Agreement, Scheduled Cashflow Obligation applicable**

#### **1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*" and for further details relating to the Collateral Exchange Agreement, please see "*Description of the Charged Assets – Part VII – Description of the Collateral Exchange Structures*".

#### **2. Payments under the Swap Agreement**

- 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).
- 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the

Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.

2.3 Under the Swap Agreement:

- (a) on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount scheduled to be received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and
- (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

2.4 Where RCA Maturity Call is not applicable to the relevant Series of Securities, on the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay to an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment scheduled to be received by the Issuer to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

2.5 Where RCA Maturity Call is applicable to the relevant Series of Securities:

- (a) on or around any RCA Maturity Call Option Date which relates to a redemption of Reference Securities in part but not whole, the Issuer will pay an amount to the Swap Counterparty in the relevant Reference Collateral Currency equal to the redemption proceeds due to be received by the Issuer in connection with such RCA Maturity Call Option Event provided that no Early Redemption Payment or Event of Default has occurred; and
- (b) on the earlier of (i) the Scheduled Final Bond Payment Date(s) and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the Issuer will pay to the Swap Counterparty an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment due to be received by the Issuer provided that no Early Payment Event or Event of Default has occurred.

2.6 Where the Securities are RCA Instalment Certificates or Notes (other than Securities which are specified to be Single Instalment RCA Instalment Certificates or Single Instalment RCA Instalment Notes in the applicable Final Terms), on or prior to each Instalment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Instalment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding on the relevant Instalment Date, provided that no Call Event (where applicable), Early Redemption Event or Event of Default has occurred.

2.7 On or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

2.8 Where Automatic Early Settlement is applicable in respect of the Securities:

- (a) if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement



Date pay an amount to the Issuer which will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; and

- (b) if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind or deliver the Reference Securities to the Swap Counterparty and such delivery or payment to the Swap Counterparty shall take place on the Reference Security Unwind Date.

2.9 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.

2.10 Payments under the Swap Agreement will only be made on Swap Business Days.

2.11 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

### 3. **Payments under the Reference Securities**

3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.

3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").

3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) to the Swap Counterparty in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

3.4 Where RCA Maturity Call is applicable to the Securities:

- (a) on each RCA Maturity Call Option Date which is not the Final RCA Maturity Call Option Date, the relevant RCA Issuer will pay an amount of principal and accrued interest thereon in respect of the nominal amount of the Reference Securities held by the Issuer at such time which are being and the RCA Nominal Amount will be reduced by the nominal amount of the Reference Securities held by the Issuer which are redeemed; and
- (b) on the earlier of (i) the Scheduled Final Bond Payment Date and (ii) the Final RCA Maturity Call Option Date relating to the relevant Reference Securities, the RCA Issuer will pay to the Issuer an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment provided that no Early Payment Event or Event of Default has occurred.

- 3.5 On the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment in respect of the relevant Reference Securities and, on the Swap Issuer Final Payment Date, the Issuer will pay to the Swap Counterparty an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment received by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security;
- (c) any Instalment Amount (where applicable) in respect of each outstanding Security; and/or
- (d) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

**5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

**CHARGED ASSET STRUCTURE 6E - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Swap Final Payment Flow, Collateral Exchange Agreement, Scheduled Cashflow Obligation not applicable, Initial Swap Flow Exchange**

**1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.

**2. Payments under the Swap Agreement**

- 2.1 On, or around, the Issue Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the net issue proceeds of the relevant Securities and, on or before the Initial Reference Security Purchase Date(s), the Swap Counterparty will pay one or more amounts to the Issuer in the relevant currency of the Reference Securities which is equal to amount which the Issuer is to pay to purchase the relevant Reference Securities and an amount equal to the relevant Issuer Fees Amount.

- 2.2 Under the Swap Agreement:

- (a) on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and

- (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.3 Where RCA Maturity Call is not applicable to the relevant Series of Securities, on the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay to an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment scheduled to be received by the Issuer to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.4 Where RCA Maturity Call is applicable to the relevant Series of Securities:
  - (a) on or around any RCA Maturity Call Option Date which relates to a redemption of Reference Securities in part but not whole, the Issuer will pay an amount to the Swap Counterparty in the relevant Reference Collateral Currency equal to the redemption proceeds due to be received by the Issuer in connection with such RCA Maturity Call Option Event provided that no Early Redemption Payment or Event of Default has occurred; and
  - (b) on the earlier of (i) the Scheduled Final Bond Payment Date(s) and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the Issuer will pay to the Swap Counterparty an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment due to be received by the Issuer provided that no Early Payment Event or Event of Default has occurred.
- 2.5 Where the Securities are RCA Instalment Certificates or Notes (other than Securities which are specified to be Single Instalment RCA Instalment Certificates or Single Instalment RCA Instalment Notes in the applicable Final Terms), on or prior to each Instalment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Instalment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding on the relevant Instalment Date, provided that no Call Event (where applicable), Early Redemption Event or Event of Default has occurred.
- 2.6 On or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.7 Where Automatic Early Settlement is applicable in respect of the Securities:
  - (a) if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; and
  - (b) if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind or deliver the Reference Securities to the Swap Counterparty and such delivery or payment to the Swap Counterparty shall take place on the Reference Security Unwind Date.
- 2.8 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer

so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.

- 2.9 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.10 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

### 3. **Payments under the Reference Securities**

- 3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.
- 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").
- 3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) to the Swap Counterparty in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.4 Where RCA Maturity Call is applicable to the Securities:
- (a) on each RCA Maturity Call Option Date which is not the Final RCA Maturity Call Option Date, the RCA Issuer will pay an amount of principal and accrued interest thereon in respect of the nominal amount of the Reference Securities held by the Issuer at such time which are being and the RCA Nominal Amount relating to the relevant Reference Securities will be reduced by the nominal amount of the Reference Securities held by the Issuer which are redeemed; and
  - (b) on the earlier of (i) the Scheduled Final Bond Payment Date(s) and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the RCA Issuer will pay to the Issuer an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment provided that no Early Payment Event or Event of Default has occurred.
- 3.5 On the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment relating to the relevant Reference Securities and, on the Swap Issuer Final Payment Date, the Issuer will pay to the Swap Counterparty an amount (if any) in the currency in which the Reference Securities are denominated equal to the relevant Scheduled Final Bond Payment received by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

### 4. **Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;

- (b) any Interim Payment Amount in respect of each outstanding Security;
- (c) any Instalment Amount (where applicable) in respect of each outstanding Security; and/or
- (d) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

## 5. Collection of payments

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

### **CHARGED ASSET STRUCTURE 6F - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Swap Final Payment Flow, Scheduled Cashflow Obligation applicable, Initial Swap Flow Exchange**

#### 1. General

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*".

#### 2. Payments under the Swap Agreement

- 2.1 On, or around, the Issue Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the net issue proceeds of the relevant Securities and, on or before the Initial Reference Security Purchase Date(s), the Swap Counterparty will pay one or more amounts to the Issuer in the relevant currency of the Reference Securities which is equal to amount which the Issuer is to pay to purchase the relevant Reference Securities and an amount equal to the relevant Issuer Fees Amount.
- 2.2 Under the Swap Agreement:
  - (a) on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount scheduled to be received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and
  - (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.3 Where RCA Maturity Call is not applicable to the relevant Series of Securities, on the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date, the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment scheduled to be received by the Issuer to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.4 Where RCA Maturity Call is applicable to the relevant Series of Securities:

- (a) on or around any RCA Maturity Call Option Date which relates to a redemption of Reference Securities in part but not whole, the Issuer will pay an amount to the Swap Counterparty in the Reference Collateral Currency equal to the redemption proceeds due to be received by the Issuer in connection with such RCA Maturity Call Option Event provided that no Early Redemption Payment or Event of Default has occurred; and
  - (b) on the earlier of (i) the Scheduled Final Bond Payment Date(s) and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the Issuer will pay to the Swap Counterparty an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment due to be received by the Issuer provided that no Early Payment Event or Event of Default has occurred.
- 2.5 Where the Securities are RCA Instalment Certificates or Notes (other than Securities which are specified to be Single Instalment RCA Instalment Certificates or Single Instalment RCA Instalment Notes in the applicable Final Terms), on or prior to each Instalment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Instalment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding on the relevant Instalment Date, provided that no Call Event (where applicable), Early Redemption Event or Event of Default has occurred.
- 2.6 On or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.7 Where Automatic Early Settlement is applicable in respect of the Securities:
  - (a) if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; and
  - (b) if, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind or deliver the Reference Securities to the Swap Counterparty and such delivery or payment to the Swap Counterparty shall take place on the Reference Security Unwind Date.
- 2.8 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.
- 2.9 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.10 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.
- 3. Payments under the Reference Securities**
  - 3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.

- 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").
- 3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) to the Swap Counterparty in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount scheduled to be received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.4 Where RCA Maturity Call is applicable to the Securities:
  - (a) on each RCA Maturity Call Option Date which is not the Final RCA Maturity Call Option Date, the relevant RCA Issuer will pay an amount of principal and accrued interest thereon in respect of the nominal amount of the Reference Securities held by the Issuer at such time which are being and the RCA Nominal Amount relating to the relevant Reference Securities will be reduced by the nominal amount of the Reference Securities held by the Issuer which are redeemed; and
  - (b) on the earlier of (i) the Scheduled Final Bond Payment Date(s) and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the RCA Issuer will pay to the Issuer an amount (if any) in the relevant Reference Collateral Currency equal to the relevant Scheduled Final Bond Payment provided that no Early Payment Event or Event of Default has occurred.
- 3.5 On the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment and, on the Swap Issuer Final Payment Date in respect of the relevant Reference Securities, the Issuer will pay to the Swap Counterparty an amount (if any) in the currency in which the Reference Securities are denominated equal to the Scheduled Final Bond Payment received by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

#### **4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

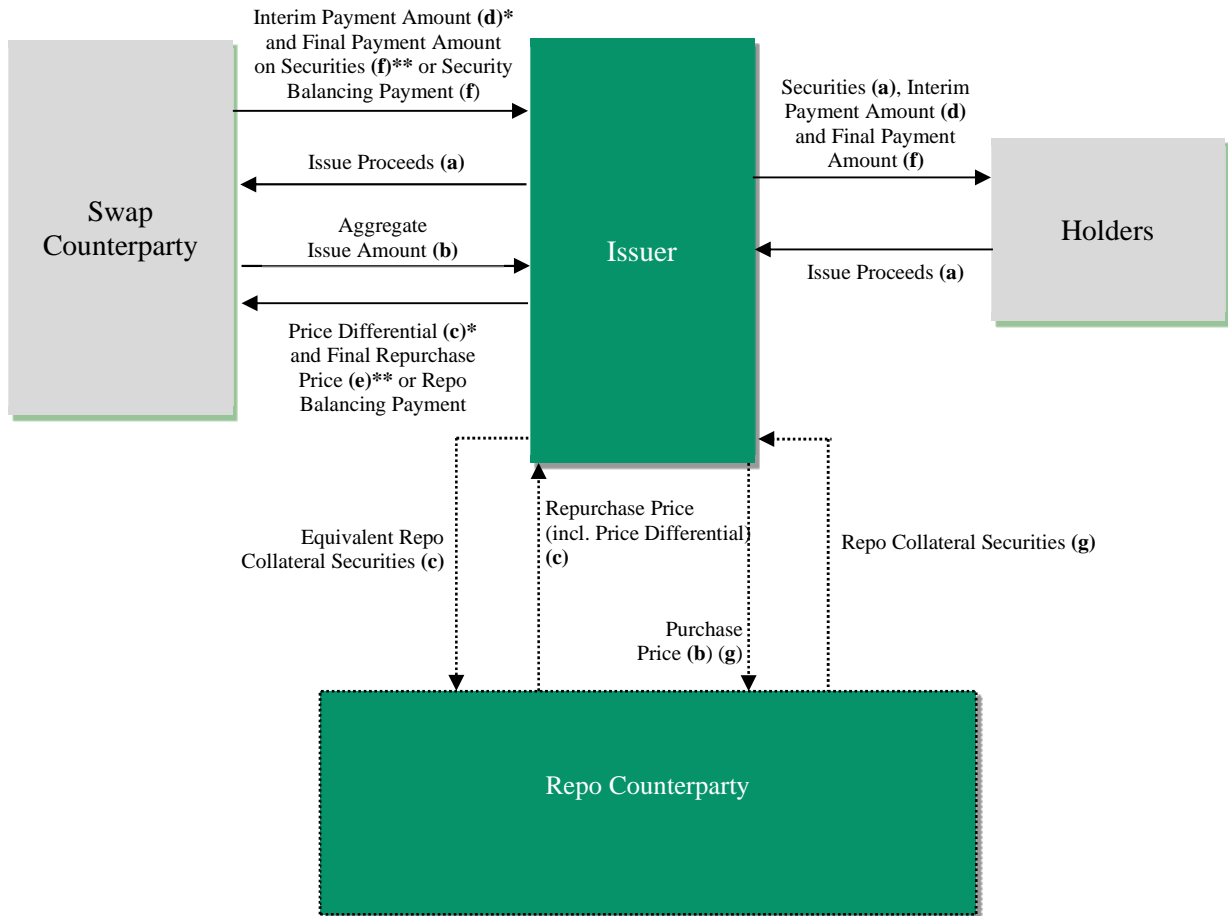
- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security;
- (c) any Instalment Amount (where applicable) in respect of each outstanding Security; and/or
- (d) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

#### **5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security and, where applicable, the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

**CHARGED ASSET STRUCTURE 7**

**Transaction Structure Diagram:** The diagram below is intended to provide an overview of the structure of the transaction that is the subject of Charged Asset Structure 7. Prospective investors should also review the detailed information set out elsewhere in this Base Prospectus, *including in the sections titled "Description of The Charged Assets - Part I – General", "Description of the Charged Assets – Part II – Description of the Swap Agreement" and "Description of The Charged Assets - Part IV – Description of the Repurchase Agreement"*, for a description of the transaction structure and relevant cashflows prior to making any investment decision.

**Key to Diagram**

- (a) On Issue Date
- (b) On Initial Posting Date
- (c) On each Repurchase Date
- (d) On Interim Payment Date(s)
- (e) On Final Repo Date
- (f) On Final Payment Date
- (g) On each Purchase Date
- \* Only where Swap Flow Repo Accrued Interest
- \*\* Only where Swap Payment Flow is applicable

As used in the below headings of the Charged Asset Structure 7:

**"Swap Flow Repo Accrued Interest"** refers to a structure where the accrued interest (referred to as price differential) received by the Issuer under the Repurchase Agreement is paid to the Swap Counterparty and the Swap Counterparty pays to the Issuer the Interim Payment Amounts due on the Securities.



"**Swap Final Payment Flow**" refers to a structure where the amount received by the Issuer on the Final Repo Date under the Repurchase Agreement is paid by the Issuer to the Swap Counterparty and the Swap Counterparty pays to the Issuer the aggregate Final Payment Amounts due on the Securities.

"**Repo Final Payment Flow**" refers to a structure where the amount received by the Issuer on the Final Repo Date under the Repurchase Agreement is used by the Issuer, together with any payment received from the Swap Counterparty under the Swap Agreement, to pay the aggregate Final Payment Amounts due on the Securities.

**CHARGED ASSET STRUCTURE 7A - REPURCHASE AGREEMENT AND SWAP AGREEMENT, Swap Flow Repo Accrued Interest, Repo Final Payment Flow**

**1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty and the Repurchase Agreement with the Repo Counterparty.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*" and for further details relating to the Repurchase Agreement, please see "*Description of the Charged Assets – Part IV – Description of the Repurchase Agreement*".

**2. Payments under the Repurchase Agreement**

- 2.1 On the Initial Repo Purchase Date, the Issuer will use up to 100 per cent. of the net issue proceeds of the Securities, and, all or part of the Initial Swap Payment Amount to purchase Repo Collateral Securities with a value equal to the Aggregate Issue Amount pursuant to the Repurchase Agreement.
- 2.2 On each Repurchase Date under the Repurchase Agreement, the Repo Counterparty will pay an amount of Accrued Interest to the Issuer in respect of the Repo Transaction which has just terminated (each such amount, a "**Repo Accrued Interest Amount**").
- 2.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) equal to the Repo Accrued Interest Amount received by the Issuer on relevant Repurchase Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.4 On the Final Repo Date, the Repo Counterparty will pay to the Issuer the Final Repurchase Price Payment which the Issuer will use together with the amount received under the Swap Agreement (if any) on or around the Final Payment Date to pay the Final Payment Amount in respect of each Security.
- 2.5 Where the Issuer purchases Securities and sells Repo Collateral Securities to the Repo Counterparty in order to fund such purchase, a fee in addition to the relevant Purchase Price or Repurchase Price (as applicable) may be payable by the Issuer to the Repo Counterparty or by the Repo Counterparty to the Issuer depending on prevailing market conditions.
- 2.6 Where the Issuer purchases Securities, a Repurchase Date shall occur with respect to the proportion of the Repurchase Agreement equal to the Aggregate Amount of Securities being purchased (the "**Purchased Proportion**") and Accrued Interest will be reflected in the Repurchase Price paid by the Repo Counterparty to the Issuer in respect of the Purchased Proportion immediately following any such repurchase.

**3. Payments under the Swap Agreement**

- 3.1 Where the sum of the Issuer Fees Amount and the purchase price for the Repo Collateral Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).

- 3.2 Where the sum of the Issuer Fees Amount and the purchase price for the Repo Collateral Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.
- 3.3 If an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.4 Where the Issuer is due to pay an Aggregate Final Payment Amount which is greater than the Final Repurchase Price Payment, on or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which, when added to the proceeds due to be received by the Issuer under the Repurchase Agreement on or around such date, will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.5 If, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:
- (a) where the Aggregate Automatic Early Settlement Amount is greater than the Automatic Early Settlement Repo Payment Amount, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer from the Repo Counterparty under the Repurchase Agreement on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
  - (b) where the Aggregate Automatic Early Settlement Amount is equal to the proceeds received by the Issuer from the Repo Counterparty, no further payment will be made under the Swap Agreement (other than in respect of any unpaid Repo Accrued Interest Amounts) and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Repo Payment Amount, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the proceeds received by the Issuer from the Repo Counterparty under the Repurchase Agreement and the Aggregate Automatic Early Settlement Amount.
- 3.6 The notional amount of the Swap Agreement will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement at any time will be equal to the Aggregate Issue Amount of the Securities left outstanding
- 3.7 Payments under the Swap Agreement will only be made on Swap Business Days.
- 3.8 If so specified in the applicable Final Terms, one or more Credit Support Structures may apply to the Swap Agreement.

#### **4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or the Repo Counterparty under the Repurchase Agreement in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security; and/or
- (c) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

## 5. Collection of payments

Payments made under the Swap Agreement or Repurchase Agreement to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security on the Automatic Early Settlement Date (where applicable) or the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

### Charged Asset Structure 7B - REPURCHASE AGREEMENT AND SWAP AGREEMENT, Swap Flow Repo Accrued Interest, Swap Final Payment Flow

#### 1. General

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty and the Repurchase Agreement with the Repo Counterparty.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*" and for further details relating to the Repurchase Agreement, please see "*Description of the Charged Assets – Part IV – Description of the Repurchase Agreement*".

#### 2. Payments under the Repurchase Agreement

- 2.1 On the Initial Repo Purchase Date, the Issuer will use up to 100 per cent. of the net issue proceeds of the Securities and all or part of the Initial Swap Payment Amount (if any) to purchase Repo Collateral Securities with a value equal to the Aggregate Issue Amount pursuant to the Repurchase Agreement.
- 2.2 On each Repurchase Date under the Repurchase Agreement, the Repo Counterparty will pay an amount of Accrued Interest to the Issuer in respect of the Repo Transaction which has just terminated (each such amount, a "**Repo Accrued Interest Amount**").
- 2.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date, the Issuer will pay an amount (if any) equal to the Repo Accrued Interest Amount received by the Issuer on relevant Repurchase Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.4 On the Final Repo Date, the Repo Counterparty will pay to the Issuer the Final Repurchase Price Payment and the Issuer will pay to an amount (if any) in the currency in which the Repurchase Agreement is denominated equal to the Final Repurchase Price Payment received by the Issuer on the Final Repo Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.5 Where the Issuer purchases Securities and sells Repo Collateral Securities to the Repo Counterparty in order to fund such purchase, a fee in addition to the relevant Purchase Price or Repurchase Price (as applicable) may be payable by the Issuer to the Repo Counterparty or by the Repo Counterparty to the Issuer depending on prevailing market conditions.
- 2.6 Where the Issuer purchases Securities, a Repurchase Date shall occur with respect to the proportion of the Repurchase Agreement equal to the Aggregate Amount of Securities being purchased (the "**Purchased Proportion**") and Accrued Interest will be reflected in the Repurchase Price paid by the Repo Counterparty to the Issuer in respect of the Purchased Proportion immediately following any such repurchase.

#### 3. Payments under the Swap Agreement

- 3.1 Where the sum of the Issuer Fees Amount and the purchase price for the Repo Collateral Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial

Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).

- 3.2 Where the sum of the Issuer Fees Amount and the purchase price for the Repo Collateral Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.
- 3.3 If an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.4 On the Swap Final Issuer Payment Date, the Issuer will pay to the Swap Counterparty an amount (if any) in the currency in which the Repurchase Agreement is denominated equal to the Final Repurchase Price Payment received by the Issuer on the Final Repo Date.
- 3.5 On or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.6 If, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs provided that no Early Payment Event or Event of Default has occurred:
  - (a) the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; and
  - (b) the Issuer will pay to the Swap Counterparty an amount (if any) in the currency in which the Repurchase Agreement is denominated equal to the amount received by the Issuer under the Repurchase Agreement from the Repo Counterparty on or around the Automatic Early Settlement Date.
- 3.7 The notional amount of the Swap Agreement will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement at any time will be equal to the Aggregate Issue Amount of the Securities left outstanding
- 3.8 Payments under the Swap Agreement will only be made on Swap Business Days.
- 3.9 If so specified in the applicable Final Terms, one or more Credit Support Structures may apply to the Swap Agreement.

#### **4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or the Repo Counterparty under the Repurchase Agreement in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security; and/or
- (c) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

## 5. Collection of payments

Payments made under the Swap Agreement or Repurchase Agreement to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security on the Automatic Early Settlement Date (where applicable) or the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

### Charged Asset Structure 7C - Repurchase Agreement and Swap Agreement, Security Flow Repo Accrued Interest, Swap Final Payment Flow

#### 1. General

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty and the Repurchase Agreement with the Repo Counterparty.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*" and for further details relating to the Repurchase Agreement, please see "*Description of the Charged Assets – Part IV – Description of the Repurchase Agreement*".

#### 2. Payments under the Repurchase Agreement

- 2.1 On the Initial Repo Purchase Date, the Issuer will use up to 100 per cent. of the net issue proceeds of the Securities, and, all or part of the Initial Swap Payment Amount to purchase Repo Collateral Securities with a value equal to the Aggregate Issue Amount pursuant to the Repurchase Agreement.
- 2.2 On each Repurchase Date under the Repurchase Agreement, the Repo Counterparty will pay an amount of Accrued Interest to the Issuer in respect of the Repo Transaction which has just terminated (each such amount, a "**Repo Accrued Interest Amount**").
- 2.3 The Issuer will use the Repo Accrued Interest Amount received under the Repurchase Agreement to pay the relevant Interim Payment Amounts due in respect of the Securities.
- 2.4 On the Final Repo Date, the Repo Counterparty will pay to the Issuer the Final Repurchase Price Payment and the Issuer will pay to an amount (if any) in the currency in which the Repurchase Agreement is denominated equal to the Final Repurchase Price Payment received by the Issuer on the Final Repo Date to the Swap Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.5 Where the Issuer purchases Securities and sells Repo Collateral Securities to the Repo Counterparty in order to fund such purchase, a fee in addition to the relevant Purchase Price or Repurchase Price (as applicable) may be payable by the Issuer to the Repo Counterparty or by the Repo Counterparty to the Issuer depending on prevailing market conditions.
- 2.6 Where the Issuer purchases Securities, a Repurchase Date shall occur with respect to the proportion of the Repurchase Agreement equal to the Aggregate Amount of Securities being purchased (the "**Purchased Proportion**") and Accrued Interest will be reflected in the Repurchase Price paid by the Repo Counterparty to the Issuer in respect of the Purchased Proportion immediately following any such repurchase.

#### 3. Payments under the Swap Agreement

- 3.1 Where the sum of the Issuer Fees Amount and the purchase price for the Repo Collateral Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).
- 3.2 Where the sum of the Issuer Fees Amount and the purchase price for the Repo Collateral Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the

Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.

3.3 *Where Swap Final Payment Flow is specified as applicable in the applicable Final Terms,*

On the Swap Final Issuer Payment Date, the Issuer will pay to the Swap Counterparty an amount (if any) in the currency in which the Repurchase Agreement is denominated equal to the Final Repurchase Price Payment received by the Issuer on the Final Repo Date.

3.4 On or prior to the Final Payment Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate of the Final Payment Amounts that the Issuer is scheduled to pay in respect of the Securities then outstanding, provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

3.5 If, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs provided that no Early Payment Event or Event of Default has occurred:

- (a) the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; and
- (b) the Issuer will pay to the Swap Counterparty an amount (if any) in the currency in which the Repurchase Agreement is denominated equal to the amount received by the Issuer under the Repurchase Agreement from the Repo Counterparty on or around the Automatic Early Settlement Date.

3.6 The notional amount of the Swap Agreement will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement at any time will be equal to the Aggregate Issue Amount of the Securities left outstanding

3.7 Payments under the Swap Agreement will only be made on Swap Business Days.

3.8 If so specified in the applicable Final Terms, one or more Credit Support Structures may apply to the Swap Agreement.

**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or the Repo Counterparty under the Repurchase Agreement in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

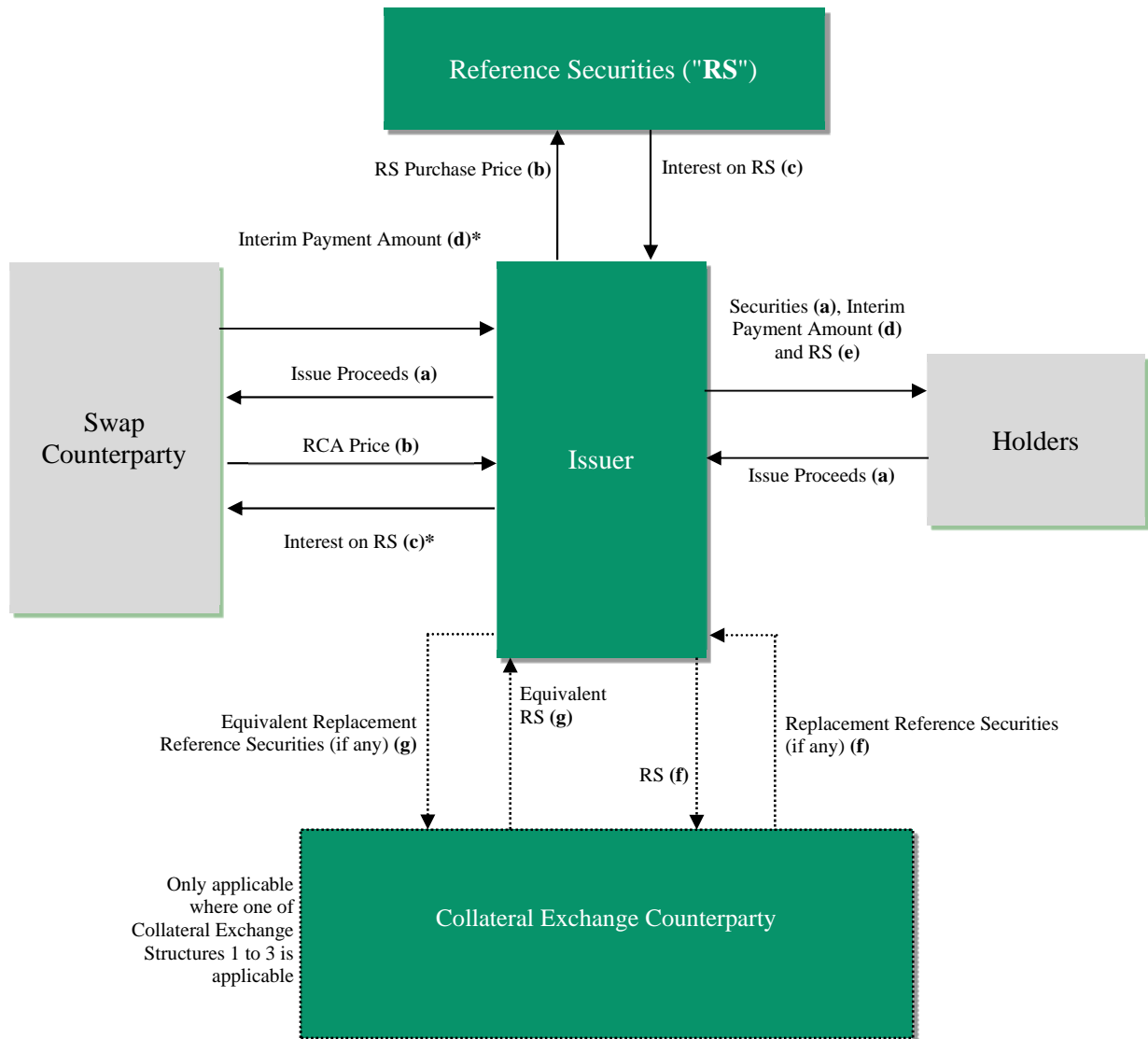
- (a) the Automatic Early Settlement Amount in respect of each outstanding Security;
- (b) any Interim Payment Amount in respect of each outstanding Security; and/or
- (c) the Final Payment Amount on the Final Payment Date in respect of each outstanding Security.

**5. Collection of payments**

Payments made under the Swap Agreement or Repurchase Agreement to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, the Automatic Early Settlement Amount in respect of each outstanding Security on the Automatic Early Settlement Date (where applicable) or the Final Payment Amount in respect of each outstanding Security on the Final Payment Date.

**CHARGED ASSET STRUCTURE 8**

**Transaction Structure Diagram:** The diagram below is intended to provide an overview of the structure of the transaction that is the subject of Charged Asset Structure 8. Prospective investors should also review the detailed information set out elsewhere in this Base Prospectus, including in the sections titled "*Description of The Charged Assets - Part I – General*", "*Description of the Charged Assets – Part II – Description of the Swap Agreement*" and "*Description of The Charged Assets - Part V - Description of the Collateral Exchange Agreement*", for a description of the transaction structure and relevant cashflows prior to making any investment decision.

**Key to Diagram**

- (a) On Issue Date
- (b) On Initial Reference Security Purchase Date
- (c) On Reference Collateral Interest Payment Date(s)
- (d) On Interim Payment Date(s)
- (e) On Final Payment Date
- (f) Following a request from the Collateral Exchange Counterparty
- (g) Scheduled Exchange End Date
- \* Only where Reference Security Coupon Swap Payment Flow is applicable

As used in the below headings of the Charged Asset Structure 8:

**"Collateral Exchange Agreement"** means one of Collateral Exchange Structures 1 to 3 is applicable as specified in the applicable Final Terms.

**"Initial Swap Payment Flow"** refers to a structure where the Issuer pays the net issue proceeds from the Securities to the Swap Counterparty and the Swap Counterparty pays the purchase price for the Reference Securities to the Issuer.

**"Swap Flow Reference Security Coupon"** refers to a structure where the interest on the Reference Securities is paid by the Issuer to the Swap Counterparty and the Swap Counterparty pays to the Issuer the Interim Payment Amounts due on the Securities.

**"Security Flow Reference Security Coupon"** refers to a structure where the interest on the Reference Securities is used by the Issuer to pay the Interim Payment Amounts due on the Securities.

**"Scheduled Cashflow Obligation"** refers to a structure where the Issuer's obligation under the Swap Agreement will be to pay to the Swap Counterparty the scheduled amount of interest (where Swap Flow Reference Security Coupon is applicable) and/or principal payable under the Reference Securities (where Swap Final Payment Flow is applicable) whether or not the full amount is actually received by the Issuer.

Where Scheduled Cashflow Obligation not applicable applies the Issuer's obligation will be to only pay the amount it actually receives under the Reference Securities to the Swap Counterparty.

**CHARGED ASSET STRUCTURE 8A - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Collateral Exchange Agreement, Scheduled Cashflow Obligation not applicable**

**1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see *"Description of the Charged Assets – Part II – Description of the Swap Agreement"* and for further details relating to the Collateral Exchange Agreement, please see *"Description of the Charged Assets – Part VII – Description of the Collateral Exchange Structures"*.

**2. Payments under the Swap Agreement**

- 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).
- 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.
- 2.3 Under the Swap Agreement:
  - (a) on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and



- (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

2.4 *Where Automatic Early Settlement is applicable in respect of the Securities:*

If, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:

- (a) where the Aggregate Automatic Early Settlement Amount is greater than the Automatic Early Settlement Reference Security Unwind Proceeds, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer following the relevant Early Settlement Reference Security Unwind in respect of the Reference Securities on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
- (b) where the Aggregate Automatic Early Settlement Amount is equal to the Automatic Early Settlement Reference Security Unwind Proceeds, no further payment will be made under the Swap Agreement in respect of the Aggregate Automatic Early Settlement Amount and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Reference Security Unwind Proceeds, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind and the Aggregate Automatic Early Settlement Amount.

2.5 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.

2.6 Payments under the Swap Agreement will only be made on Swap Business Days.

2.7 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

### 3. **Payments under the Reference Securities**

3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.

3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer is due to pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").

3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) to the Swap Counterparty in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.

- 3.4 Where RCA Maturity Call and Par Redemption are specified as applicable in the applicable Final Terms:
- (a) On each RCA Maturity Call Option Date which is not the Final RCA Maturity Call Option Date, the relevant RCA Issuer will pay an amount of principal and accrued interest thereon in respect of the nominal amount of the Reference Securities held by the Issuer at such time which are being redeemed and the RCA Nominal Amount relating to the relevant Reference Securities will be reduced by the nominal amount of the Reference Securities held by the Issuer which are redeemed; and
  - (b) On the earlier of (i) the Scheduled Final Bond Payment Date(s) and (ii) the Final RCA Maturity Call Option Date relating to the relevant Reference Securities, the RCA Issuer will pay to the Issuer an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment provided that no Early Payment Event or Event of Default has occurred.
- 3.5 Where RCA Maturity Call is not applicable to the relevant Series of Securities or no Final RCA Maturity Call Option Date occurs during the Par Redemption Period, the Issuer will deliver the Reference Securities to the Holders of Securities provided that no Early Payment Event or Event of Default has occurred.

**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security; and/or
- (b) any Interim Payment Amount in respect of each outstanding Security.

**5. Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, and, where applicable, the Automatic Early Settlement Amount in respect of each outstanding Security.

**CHARGED ASSET STRUCTURE 8B - INTEREST BEARING REFERENCE SECURITIES AND SWAP AGREEMENT: Swap Flow Reference Security Coupon, Collateral Exchange Agreement, Scheduled Cashflow Obligation applicable**

**1. General**

- 1.1 On or before the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date(s), the Issuer will purchase the Reference Securities.
- 1.2 For further details relating to the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement*" and for further details relating to the Collateral Exchange Agreement, please see "*Description of the Charged Assets – Part VII – Description of the Collateral Exchange Structures*".

**2. Payments under the Swap Agreement**

- 2.1 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is less than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Issuer will pay an amount to the Swap Counterparty which is equal to the Available Proceeds (if any).

- 2.2 Where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, on the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.
- 2.3 Under the Swap Agreement:
- (a) on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount scheduled to be received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, scheduled to be received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred; and
  - (b) if an Interim Payment Amount is payable in respect of the Securities, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 2.4 *Where Automatic Early Settlement is applicable in respect of the Securities:*
- If, on any Automatic Early Settlement Valuation Date, an Automatic Early Settlement Event occurs:
- (a) where the Aggregate Automatic Early Settlement Amount is greater than the Automatic Early Settlement Reference Security Unwind Proceeds, the Swap Counterparty will on or prior to the relevant Automatic Early Settlement Date pay an amount to the Issuer which, when added to the proceeds received by the Issuer following the relevant Early Settlement Reference Security Unwind in respect of the Reference Securities on or around such date, will be equal to the relevant Aggregate Automatic Early Settlement Amount, provided that no Early Payment Event or Event of Default has occurred; or
  - (b) where the Aggregate Automatic Early Settlement Amount is equal to the Automatic Early Settlement Reference Security Unwind Proceeds, no further payment will be made under the Swap Agreement in respect of the Aggregate Automatic Early Settlement Amount and, where the Aggregate Automatic Early Settlement Amount is less than the Automatic Early Settlement Reference Security Unwind Proceeds, the Issuer will be obliged to pay an amount to the Swap Counterparty equal to the difference between the proceeds received by the Issuer in respect of the Reference Securities following the Early Settlement Reference Security Unwind and the Aggregate Automatic Early Settlement Amount.
- 2.5 The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Securities by the Issuer so that the notional amount of the Swap Agreement, and the aggregate nominal amount of the Reference Securities held by the Issuer, at any time will (in each case) be equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.
- 2.6 Payments under the Swap Agreement will only be made on Swap Business Days.
- 2.7 If so specified in the applicable Final Terms, a Credit Support Structure may apply to the Securities.

### 3. **Payments under the Reference Securities**

- 3.1 On the Initial Reference Security Purchase Date(s), the Issuer will use (a) up to 100 per cent. of the net issue proceeds of the Securities, and (b) all or part of any Initial Swap Payment from the Swap Counterparty where the purchase price of the Reference Securities is greater than the net issue proceeds of the Securities to purchase the Reference Securities.
- 3.2 On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer is due to pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").
- 3.3 Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) to the Swap Counterparty in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date from the Reference Security Issuer and/or, where a Collateral Exchange has taken place in respect of all or part of the relevant Reference Securities, received by the Issuer from the Collateral Exchange Counterparty provided that no Automatic Early Settlement Event (where applicable), Early Payment Event or Event of Default has occurred.
- 3.4 Where RCA Maturity Call and Par Redemption are specified as applicable in the applicable Final Terms:
  - (a) On each RCA Maturity Call Option Date which is not the Final RCA Maturity Call Option Date, the relevant RCA Issuer will pay an amount of principal and accrued interest thereon in respect of the nominal amount of the Reference Securities held by the Issuer at such time which are being redeemed and the RCA Nominal Amount relating to the relevant Reference Securities will be reduced by the nominal amount of the Reference Securities held by the Issuer which are redeemed; and
  - (b) On the earlier of (i) the Scheduled Final Bond Payment Date and (ii) the Final RCA Maturity Call Option Date in respect of the relevant Reference Securities, the RCA Issuer will pay to the Issuer an amount (if any) in the relevant Reference Collateral Currency equal to the Scheduled Final Bond Payment provided that no Early Payment Event or Event of Default has occurred.
- 3.5 Where RCA Maturity Call is not applicable to the relevant Series of Securities or no Final RCA Maturity Call Option Date occurs during the Par Redemption Period, on the Scheduled Final Bond Payment Date in respect of the relevant Reference Securities, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment which the Issuer will use together with the amount received under the Swap Agreement (if any) on or around such date as set out above to pay the Final Payment Amount in respect of each Security.

### 4. **Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay (where applicable):

- (a) the Automatic Early Settlement Amount in respect of each outstanding Security; and/or
- (b) any Interim Payment Amount in respect of each outstanding Security.

### 5. **Collection of payments**

Payments made under the Swap Agreement or Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay any Interim Payment Amount, and where applicable, the Automatic Early Settlement Amount in respect of each outstanding Security.

**REPLACEMENT OF RCA**

Where RCA Merger Event and RCA Reference Entity/Issuer/Guarantor Merger are applicable to a series of Securities and the Calculation Agent has determined that such a RCA Merger Event has occurred and it is determined that the Affected Merger Reference Securities will be replaced with Similar Reference Securities, the Issuer will pay the sale proceeds from a sale of the Affected Merger Reference Securities to the Swap Counterparty and will receive from the Swap Counterparty an amount equal to the amount required to purchase the relevant Similar Reference Securities.

**PURCHASE OF REFERENCE SECURITIES**

Where in the description of any Charged Asset Structure there is a reference to the Issuer purchasing Reference Securities, the Issuer may purchase such Reference Securities in the market from third parties or may purchase the relevant Reference Securities from the relevant Dealer (or any affiliate of the relevant Dealer) or, where applicable, from the Repo Counterparty pursuant to the Repurchase Agreement.

**DEFINITIONS**

As used in the Charged Asset Structures, the following terms have the meanings set out below:

**"Aggregate Amount"** means (a) the Aggregate Nominal Amount where the Securities are Notes, (b) the Aggregate Notional Amount where the Securities are Certificates or (c) the Number of Warrants where the Securities are Warrants;

**"Aggregate Automatic Early Settlement Amounts"** means the aggregate of the Automatic Early Settlement Amounts payable in respect of the relevant Securities;

**"Aggregate Final Payment Amount"** means the aggregate of the Final Payment Amounts payable in respect of the relevant Securities;

**"Aggregate Issue Amount"** means an amount equal to (a) the Aggregate Nominal Amount where the Securities are Notes, (b) Aggregate Notional Amount where the Securities are Certificates, or (c) the Number of Warrants multiplied by the Issue Price thereof where the Securities are Warrants;

**"Automatic Early Settlement"** means Automatic Early Redemption where the Securities are Notes or Certificates or Automatic Early Expiration where the Securities are Warrants;

**"Automatic Early Settlement Amount"** means Automatic Early Redemption Amount where the Securities are Notes or Certificates or Automatic Early Expiration Payout Amount where the Securities are Warrants;

**"Automatic Early Settlement Date"** means (a) the Automatic Early Redemption Date where the Securities are Notes or Certificates or (b) the Automatic Early Exercise Date where the Securities are Warrants;

**"Automatic Early Settlement Deposit Payment Amount"** means the proceeds received by the Issuer (excluding amounts payable in respect of accrued interest thereon) from the Deposit Counterparty on or around the Automatic Early Settlement Date;

**"Automatic Early Settlement Event"** means (a) an Automatic Early Redemption Event where the Securities are Notes or Certificates or (b) an Automatic Early Termination Event where the Securities are Warrants;

**"Automatic Early Settlement Reference Security Unwind Proceeds"** means the proceeds payable to the Issuer in respect of the Reference Securities following an Early Settlement Reference Security Unwind;

**"Available Proceeds"** means the net proceeds of issue of the Securities which are not used to pay the purchase price for the Reference Securities or initial payment under the Deposit Agreement, as the case may be, or used to pay fees and expenses in connection with administration of the Issuer and/or the Securities;

**"Call Event"** means the notification by the Swap Counterparty to the Issuer that the Swap Counterparty has elected to exercise its option to terminate the Swap Agreement on the immediately following Interest Payment Date or Nominated Termination Date in accordance with the terms and conditions of the relevant Securities;

**"Collateralisation Notional Amount"** means, at any time, an amount equal to the Aggregate Issue Amount of the Securities left outstanding immediately following any repurchase multiplied by the Collateralisation Percentage of the Securities then outstanding;

**"Collateralisation Percentage"** means the percentage specified in the applicable Final Terms;

**"Deposit Agreement"** means, in respect of a Series of Securities, the deposit agreement entered into between the Issuer and the Deposit Counterparty specified in the applicable Final Terms in connection with the relevant Securities;

**"Deposit Balancing Payment"** means where the Aggregate Final Payment Amount is less than the Final Deposit Payment, the payment by the Issuer to the Swap Counterparty of an amount equal to the difference between the Final Deposit Payment and the Aggregate Final Payment Amount;

**"Early Payment Amount"** means (a) the Early Redemption Amount where the Securities are Notes or Certificates or (b) the Early Termination Amount where the Securities are Warrants;

**"Early Payment Event"** means (a) an Early Redemption Event where the Securities are Notes or Certificates or (b) an Early Termination Event where the Securities are Warrants;

**"Early Settlement Reference Security Unwind"** means one or more of (a) the automatic early redemption of the Reference Securities, (b) a put of the Reference Securities at the option of the Issuer and/or (c) the sale of the Reference Securities, as the case may be;

**"Final Deposit Payment"** means the amount payable as the final payment (excluding interest where the Deposit is interest bearing) by the Deposit Counterparty under the Deposit Agreement;

**"Final Payment Amount"** means (a) the Final Redemption Amount where the Securities are Notes or Certificates or (b) the Cash Settlement Amount where the Securities are Warrants;

**"Final Payment Date"** means (a) the Maturity Date where the Securities are Notes, (b) the Redemption Date where the Securities are Certificates or (c) the Settlement Date where the Securities are Warrants;

**"Final RCA Maturity Call Option Date"** means the RCA Maturity Call Option Date in respect of which the Reference Securities are redeemed in full;

**"Final Repo Date"** means on or around the Final Payment Date of the relevant Securities;

**"Final Repurchase Price Payment"** means the Repurchase Price paid to the Issuer by the Repo Counterparty on the Final Repo Date excluding the amount of Accrued Interest paid as part of such Repurchase Price;

**"Initial Reference Security Purchase Date"** means the date on or around the Issue Date when the Issuer is to purchase the Reference Securities;

**"Initial Remittance"** has the meaning given to it in Condition 8(h)(ii) of the Notes, Condition 9(h)(ii) of the Certificates or Condition 9(h)(ii) of the Warrants, as applicable;

**"Initial Remittance Payment Date"** means the date on or around the Issue Date when the Issuer is to pay the initial sum due to the Deposit Counterparty under the Deposit Agreement;

**"Initial Repo Purchase Date"** means on or around the Issue Date;

**"Initial Swap Counterparty Payment"** or **"Initial Swap Counterparty Payment Amount"** means, where the purchase price for the Reference Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, an amount which is sufficient to allow the Issuer to pay the Issuer Fees Amount and acquire, together with using the net issue proceeds received by the Issuer from the issue of the Securities, the Reference Securities;

**"Initial Swap Payment"** or **"Initial Swap Payment Amount"** means, the Issuer Fees Amount or where the sum of the Issuer Fees Amount and the purchase price for the Reference Securities or the Repo Collateral Securities is greater than the net issue proceeds received by the Issuer from the issue of the Securities, an

amount which is sufficient to allow the Issuer to pay the Issuer Fees Amount and acquire, together with using the net issue proceeds received by the Issuer from the issue of the Securities, the Reference Securities;

**"Initial Swap Payment Date"** means the date(s) specified in the applicable Swap Agreement, being the first date on which a payment is due under the Swap Agreement;

**"Interim Payment Date"** means each relevant Interest Payment Date and/or a Premium Amount Payment Date, as applicable to the relevant Securities;

**"Interim Payment Amount"** means an Interest Amount and/or a Premium Amount, as applicable to the relevant Securities;

**"Issuer Fees Amount"** means the amount payable by the Issuer on or around the Issue Date in respect of fees and expenses payable in connection with the administration of the Issuer and/or the relevant Securities;

**"Issuer Initial Swap Payment Amount"** means the Available Proceeds;

**"Net Available Proceeds"** means the net proceeds of issue of the Securities which are not used to pay the purchase price for the Reference Securities;

**"Partial Proceeds"** means the net proceeds of issue of the Securities (being less than 100 per cent. thereof);

**"Reference Securities"** means the securities specified as such in the applicable Final Terms;

**"Reference Security Issuer or RCA Issuer"** means the issuer(s) of the Reference Securities specified in the applicable Final Terms;

**"Reference Security Unwind Date"** means the date on which the Reference Securities are redeemed, sold or transferred in connection with an Automatic Early Settlement Event.

**"Relevant Purchase Conditions"** means (a) Condition 7(i) or Condition 8(h)(ii) where the Securities are Notes or (b) Condition 8(a) or Condition 9(h)(ii) where the Securities are Warrants or (c) Condition 8(i) or Condition 9(h)(ii) where the Securities are Certificates;

**"Relevant Reference Security Interest Payment Date"** means:

- (a) the Reference Security Interest Payment Date where the Issuer is obliged to pay the interest amount received on the Reference Securities on the Reference Security Interest Payment Date; or
- (b) the immediately preceding the Reference Security Interest Payment Date where the Swap Issuer Interim Payment Date on which the Issuer is obliged to pay the interest amount received on the Reference Securities on the Reference Security Interest Payment Date falls after such Reference Security Interest Payment Date;

**"Replacement Cost Amount"** is the amount specified as such in the applicable Final Terms;

**"Repo Balancing Payment"** means, where the Aggregate Final Payment Amount is less than the Final Repurchase Price, the payment by the Issuer to the Swap Counterparty of an amount equal to the difference between the Final Repurchase Price and the Aggregate Final Payment Amount;

**"Repurchase Agreement"** means, in respect of a Series of Securities, the repurchase agreement entered into between the Issuer and the Repo Counterparty specified in the applicable Final Terms in connection with the relevant Securities;

**"Repurchase Condition"** means (a) Condition 8(h)(ii) where the Securities are Notes or (b) Condition 9(h)(ii) where the Securities are Certificates or Warrants;

**"RS Balancing Payment"** means, where the Aggregate Final Payment Amount is less than the Scheduled Final Bond Payment, the payment by the Issuer to the Swap Counterparty of an amount equal to the difference between the Scheduled Final Bond Payment and the Aggregate Final Payment Amount;

**"RS Price"** means the purchase price for the Reference Securities;

**"Scheduled Final Bond Payment"** means (a) where RCA Maturity Call is not applicable, the amount scheduled to be paid by the Reference Security Issuer(s) in respect of the nominal amount of the Reference Securities held by the Issuer on the Scheduled Final Bond Payment Date or where there is more than one Reference Security, the aggregate of such amounts payable by the relevant Reference Security Issuers or (b) where RCA Maturity Call is applicable, (i) the amount scheduled to be paid by the Reference Security Issuer(s) in respect of the nominal amount of the Reference Securities held by the Issuer on the Scheduled Final Bond Payment Date or where there is more than one Reference Security, the aggregate of such amounts payable by the relevant Reference Security Issuers or (ii) where the Final RCA Maturity Call Option Date falls prior to the Scheduled Final Bond Payment Date, the amount scheduled to be paid by the relevant RCA Issuer in accordance with the terms of the Reference Securities in respect of the nominal amount of the Reference Securities held by the Issuer on the Final RCA Maturity Call Option Date;

**"Security Balancing Payment"** means where the Aggregate Final Payment Amount is greater than the Final Deposit Payment or the Scheduled Final Bond Payment, as the case may be, the payment by the Swap Counterparty to the Issuer of an amount equal to the difference between the Aggregate Final Payment Amount and the Final Deposit Payment or Scheduled Final Bond Payment, as the case may be;

**"Scheduled Final Bond Payment Date"** means the scheduled maturity date of the Reference Securities;

**"Swap Agreement"** means, in respect of a Series of Securities, together, one or more derivatives transactions (as amended from time to time) entered into between the Issuer and the Swap Counterparty specified in the applicable Final Terms in connection with the relevant Securities;

**"Swap Business Days"** means the days 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 cities specified in the applicable Final Terms as Business Days, and/or where T2 Settlement Day is specified as a Business Day in the applicable Final Terms, a day on which the real time gross settlement system operated by the Eurosystem or any successor or replacement for that system (T2) is open;

**"Swap Issuer Interim Payment Date"** means each Reference Security Interest Payment Date or the immediately following Business Day; and

**"Swap Issuer Final Payment Date"** means the Scheduled Final Bond Payment Date or the immediately following Business Day.



**DESCRIPTION OF THE CHARGED ASSETS - PART VII – COLLATERAL EXCHANGE  
STRUCTURES**

*One or more of the following descriptions of the Collateral Exchange Structures may apply to the Securities where a Collateral Exchange Structure is specified in the applicable Final Terms, which will also set out certain other information ("Variable Information") applicable to the relevant Collateral Exchange Structure (if any) as specified below provided that not more than one Collateral Exchange Structure may apply to any one series of Securities.*

*No Collateral Exchange Structure shall apply where Charged Asset Structure 7 (Repurchase Agreement and Swap Agreement) is applicable.*

**1. COLLATERAL EXCHANGE STRUCTURE 1 – TWO WAY TRANSFER**

- 1.1 On or before the Issue Date, the Issuer will enter into the Collateral Exchange Agreement with the Collateral Exchange Counterparty.
- 1.2 For further details relating to the Collateral Exchange Agreement, please see "Description of the Charged Assets – Part V – Description of the Collateral Exchange Agreement".
- 1.3 Under the Collateral Exchange Agreement, the Collateral Exchange Counterparty may make a request to the Issuer for a Collateral Exchange in which case the Issuer will transfer the relevant Reference Securities which are the subject of the request to the Collateral Exchange Counterparty and the Collateral Exchange Counterparty will transfer Replacement Collateral Assets as collateral.
- 1.4 On or prior to the Scheduled Exchange End Date, where a Collateral Exchange has taken place, the Collateral Exchange Counterparty will transfer Equivalent Securities in respect of the Reference Securities to the Issuer and the Issuer will transfer Equivalent Securities in respect of the Replacement Collateral Assets to the Collateral Exchange Counterparty.
- 1.5 Where a Collateral Exchange has taken place, the Collateral Exchange Counterparty will pay amounts equal to any amounts of interest it receives in respect of the Reference Securities which have been the subject of such Collateral Exchange (net of any withholding or deduction on account of any applicable taxes, where Counterparty Net Payments is specified as applicable in the applicable Final Terms) to the Issuer and the Issuer will pay amounts equal to any amounts of interest it receives in respect of the relevant Replacement Collateral Assets (net of any withholding or deduction on account of any applicable taxes) to the Collateral Exchange Counterparty.
- 1.6 Under the Collateral Exchange Agreement, the Value of the Received Collateral which is the subject of the then current Exchange Transaction will be determined by the Collateral Exchange Counterparty on each Exchange Transaction Valuation Date. If on any Exchange Transaction Valuation Date the Issuer has a Net Exposure to the Collateral Exchange Counterparty exceeding the Minimum Transfer Amount, the Collateral Exchange Counterparty will transfer further Replacement Collateral Assets with a Value at least equal to such Net Exposure to the Issuer as margin on or prior to the Margin Delivery Date; if on any Exchange Transaction Valuation Date, the Value of the Replacement Collateral Assets is greater than the Value of the Received Collateral by an amount equal to or greater than the Minimum Transfer Amount, then the Issuer will transfer an amount of Equivalent Securities in respect of the Replacement Collateral Assets with a Value equal to such excess to the Collateral Exchange Counterparty upon request by the Collateral Exchange Counterparty.

**2. COLLATERAL EXCHANGE STRUCTURE 2 – ONE WAY TRANSFER SECURITIES LENDING**

- 2.1 On or before the Issue Date, the Issuer will enter into the Collateral Exchange Agreement with the Collateral Exchange Counterparty.

- 2.2 For further details relating to the Collateral Exchange Agreement, please see "Description of the Charged Assets – Part V – Description of the Collateral Exchange Agreement".
- 2.3 Under the Collateral Exchange Agreement, the Collateral Exchange Counterparty may make a request to the Issuer for a Collateral Exchange in which case the Issuer will transfer the relevant Reference Securities which are the subject of the request to the Collateral Exchange Counterparty.
- 2.4 On or prior to the Scheduled Exchange End Date, where a Collateral Exchange has taken place, the Collateral Exchange Counterparty will transfer Equivalent Securities in respect of the Reference Securities to the Issuer.
- 2.5 Where a Collateral Exchange has taken place, the Collateral Exchange Counterparty will pay amounts equal to any amounts of interest it receives in respect of the Reference Securities which have been the subject of such Collateral Exchange (net of any withholding or deduction on account of any applicable taxes, where Counterparty Net Payments is specified as applicable in the applicable Final Terms) to the Issuer.

**3. COLLATERAL EXCHANGE STRUCTURE 3 – TRIPARTY TRANSFER**

- 3.1 On or before the Issue Date, the Issuer will enter into the Collateral Exchange Agreement with the Collateral Exchange Counterparty and the Issuer and the Collateral Exchange Counterparty will enter into the Triparty Agreement with the Triparty Services Agent.
- 3.2 For further details relating to the Collateral Exchange Agreement, please see "*Description of the Charged Assets – Part V – Description of the Collateral Exchange Agreement*".
- 3.3 Under the Collateral Exchange Agreement, the Collateral Exchange Counterparty may make a request to the Issuer for a Collateral Exchange in which case the Issuer will procure the transfer of the relevant Reference Securities which are the subject of the request to the Collateral Exchange Counterparty and the Triparty Services Agent, on behalf of the Collateral Exchange Counterparty, will transfer Replacement Collateral Assets to the Issuer as collateral.
- 3.4 On or prior to the Scheduled Exchange End Date, where a Collateral Exchange has taken place, the Collateral Exchange Counterparty, will transfer Equivalent Securities in respect of the Reference Securities which were the subject of a Collateral Exchange to the Issuer and, the Issuer, or the Triparty Services Agent on the Issuer's behalf, will transfer Equivalent Securities in respect of the Replacement Collateral Assets to the Collateral Exchange Counterparty.
- 3.5 Where a Collateral Exchange has taken place, the Collateral Exchange Counterparty will procure that amounts of interest received by the Collateral Exchange Counterparty in respect of the Reference Securities which have been the subject of such Collateral Exchange are paid to the Issuer (net of any withholding or deduction on account of any applicable taxes, where Counterparty Net Payments is specified as applicable in the applicable Final Terms) and the Issuer will procure that amounts of interest received by the Issuer in respect of the Replacement Collateral Assets which have been received by the Issuer in connection with such Collateral Exchange are paid to the Collateral Exchange Counterparty (net of any withholding or deduction on account of any applicable taxes).
- 3.6 Under the Collateral Exchange Agreement, the Value of the Received Collateral which is the subject of the then current Exchange Transaction will be determined by the Triparty Services Agent on each Exchange Transaction Valuation Date. If on any Exchange Transaction Valuation Date the Issuer has a Net Exposure to the Collateral Exchange Counterparty exceeding the Minimum Transfer Amount, the Triparty Services Agent will on behalf of the Collateral Exchange Counterparty transfer further Replacement Collateral Assets with a Value at least equal to such Net Exposure to the Issuer as margin on or prior to the Margin Delivery Date; if on any Exchange Transaction Valuation Date, the Value of the Replacement Collateral Assets is greater than the Value of the Received Collateral by an amount equal to or greater than the Minimum Transfer Amount, then the Triparty Services Agent, on behalf of the Issuer transfer an amount of Equivalent Securities in respect of the

Replacement Collateral Assets with a Value equal to such excess to the Collateral Exchange Counterparty.

For this purpose, the Issuer has a "**Net Exposure**" to the Collateral Exchange Counterparty if the Exchange Value exceeds the Exchange Margin Calculation Value of the Replacement Collateral Assets which are the subject of the then current Exchange Transaction already transferred to the Issuer by the Collateral Exchange Counterparty.

#### 4. DEFINITIONS/VARIABLE INFORMATION

As used in the Collateral Exchange Structures, the following terms have the meanings set out below:

"**Exchange Margin Calculation Value**" means the sum of (i) the Margin Calculation Value of the Replacement Collateral Assets which are the subject of the then current Exchange Transaction already transferred to the Issuer by the Collateral Exchange Counterparty and (ii) such other amounts (if any) specified in the applicable Final Terms.

"**Exchange Transaction Valuation Date**" means the date or dates specified as such in the applicable Final Terms.

"**Exchange Value**" means the sum of (i) Value of the Received Collateral which is the subject of the then current Exchange Transaction and (ii) such other amounts (if any) specified in the applicable Final Terms.

"**Margin Calculation Value**" means the Value multiplied by the Over Collateralisation Level.

"**Margin Delivery Date**" means the date specified as such in the applicable Final Terms.

"**Minimum Transfer Amount**" means the amount specified as such in the applicable Final Terms.

"**Over Collateralisation Level**" means the percentage or amount specified as such in the applicable Final Terms. If no Over Collateralisation Level is specified in the applicable Final Terms, the applicable Over Collateralisation Level shall be equal to 100 per cent.

"**Replacement Collateral Assets**" means the securities specified as such in the applicable Final Terms.

"**Scheduled Exchange End Date**" means the Scheduled Final Bond Payment Date (or where there is more than one Scheduled Final Bond Payment Date, the latest Scheduled Final Bond Payment Date) or, if Issuer Call Option is specified as applicable in the applicable Final Terms and the Issuer exercises its option to redeem or cancel the relevant Securities early, the date falling 15 calendar days prior to the date of redemption or cancellation, provided that if such day is not a Business Day, it shall be the first Business Day prior to such fifteenth calendar day.

"**Value**" means in respect of any security, the market value of such security, as determined by the Calculation Agent in a commercially reasonable manner.

**DESCRIPTION OF THE CHARGED ASSETS - PART VIII – CREDIT SUPPORT STRUCTURES****CREDIT SUPPORT STRUCTURE 1****1. General**

- 1.1 The Swap Counterparty and the Issuer will enter into a Credit Support Deed with respect to the Swap Agreement.
- 1.2 For further details relating to collateralisation under the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement - Collateralisation*".

**2. Credit Support**

Under the Credit Support Deed the Swap Counterparty will post collateral for its obligations under the Swap Agreement and grant English law governed security over such collateral in favour of the Issuer. The Issuer will assign its rights under the Credit Support Deed by way of security in favour of the Trustee. However the Collateral does not constitute Charged Assets and is not owned by the Issuer. The Swap Counterparty Collateral (as defined below) will be held by BNP Paribas Succursale de Luxembourg on behalf of the Issuer as custodian in a segregated account in accordance with the terms of the Credit Support Deed.

**3. Collateral**

- 3.1 Under the Credit Support Deed the Swap Counterparty will post Swap Counterparty Collateral in respect of its obligations under the Swap Agreement. The "**Swap Counterparty Collateral**" in respect of a Swap Agreement will be those assets specified in the applicable Final Terms.
- 3.2 The amount of Swap Counterparty Collateral posted by the Swap Counterparty will be adjusted on each Swap Agreement Valuation Date so that it is equal in value, (as multiplied by the valuation percentage applicable to relevant item of collateral), as determined by the Credit Support Valuation Agent acting in its sole and absolute discretion, to the product of the Support Percentage and the MtM Value of the Swap Agreement on such Swap Agreement Valuation Date. Where a Minimum Transfer Amount is specified in the applicable Final Terms, any adjustments to the amount of Swap Counterparty Collateral will only take place where such adjustment would exceed the relevant Minimum Transfer Amount. Where a Non-Posting Period is specified in the applicable Final Terms, the Swap Counterparty will not post any collateral for the relevant period and the security over the Swap Counterparty Collateral will be released and the Swap Counterparty Collateral will be returned to the Swap Counterparty.

**CREDIT SUPPORT STRUCTURE 2****1. General**

- 1.1 The Swap Counterparty and the Issuer will enter into a Credit Support Annex with respect to the Swap Agreement.
- 1.2 For further details relating to collateralisation under the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement - Collateralisation*".

**2. Credit support**

Under the Credit Support Annex the Swap Counterparty will transfer collateral for its obligations under the Swap Agreement to the Issuer. The Issuer will assign its rights under the Credit Support Annex by way of security in favour of the Trustee and the Swap Counterparty Collateral will constitute Charged Assets. The Swap Counterparty Collateral will be held by the Custodian on behalf of the Issuer.

### 3. Collateral

- 3.1 Under the Credit Support Annex the Swap Counterparty will transfer collateral in respect of its obligations under the Swap Agreement. The "**Swap Counterparty Collateral**" in respect of a Swap Agreement will be those assets specified in the applicable Final Terms.
- 3.2 The amount of Swap Counterparty Collateral posted by the Swap Counterparty will be adjusted on each Swap Agreement Valuation Date so that it is equal in value, (as multiplied by the valuation percentage applicable to relevant item of collateral), as determined by the Credit Support Valuation Agent acting in its sole and absolute discretion, to the product of the Support Percentage and the MtM Value of the Swap Agreement on such Swap Agreement Valuation Date. Where a Minimum Transfer Amount is specified in the applicable Final Terms, any adjustments to the amount of Swap Counterparty Collateral will only take place where such adjustment would exceed the relevant Minimum Transfer Amount. Where a Non-Posting Period is specified in the applicable Final Terms, the Swap Counterparty will not transfer any Swap Counterparty Collateral for the relevant period and the Issuer will transfer securities equivalent to the Swap Counterparty Collateral previously transferred to it by the Swap Counterparty to the Swap Counterparty.

## CREDIT SUPPORT STRUCTURE 3

### 1. General

- 1.1 The Swap Counterparty and the Issuer will enter into a Credit Support Annex with respect to the Swap Agreement.
- 1.2 For further details relating to collateralisation under the Swap Agreement, please see "*Description of the Charged Assets – Part II – Description of the Swap Agreement - Collateralisation*".

### 2. Credit Support

Under the Credit Support Annex the Swap Counterparty will transfer collateral for its obligations under the Swap Agreement to the Issuer and the Issuer will transfer collateral for its obligations under the Swap Agreement to the Swap Counterparty. The Issuer will assign its rights under the Credit Support Annex by way of security in favour of the Trustee and the Swap Counterparty Collateral will constitute Charged Assets. The Swap Counterparty Collateral will be held by the Custodian.

### 3. Collateral

- 3.1 Under the Credit Support Annex the Swap Counterparty will transfer Swap Counterparty Collateral in respect of its obligations under the Swap Agreement. The "**Swap Counterparty Collateral**" in respect of a Swap Agreement will be those assets specified in the applicable Final Terms.
- 3.2 Under the Credit Support Annex the Issuer will transfer Reference Securities to the Swap Counterparty in respect of its obligations under the Swap Agreement (the "**Issuer Posted Collateral**").
- 3.3 The amount of Swap Counterparty Collateral transferred by the Swap Counterparty to the Issuer or by the Issuer to the Swap Counterparty will be adjusted on each Swap Agreement Valuation Date so that it is equal in value (as multiplied by the valuation percentage applicable to relevant item of collateral), as determined by the Credit Support Valuation Agent acting in its sole and absolute discretion, to the product of the Support Percentage and the MtM Value of the Swap Agreement on such Swap Agreement Valuation Date. Where Scheduled Cashflow Valuation is specified in the applicable Final Terms, the MtM Value of the Swap Agreement will be determined based on the scheduled cashflows under the Swap Agreement, without reference to any credit or other risk in relation to the Reference Security Issuer. Where a Minimum Transfer Amount is specified in the applicable Final Terms, any adjustments to the amount of Swap Counterparty Collateral will only take place where such adjustment would exceed the relevant Minimum Transfer Amount.

- 3.4 The Issuer will not be required to transfer at any time in aggregate a principal amount of the Reference Securities which is greater than the then Aggregate Amount of the Securities as Issuer Posted Collateral under the Credit Support Annex. Where a Minimum Transfer Amount is specified in the applicable Final Terms, any adjustments to the amount of Issuer Posted Collateral will only take place where such adjustment would exceed the relevant Minimum Transfer Amount.
- 3.5 Where a Collateral Exchange Structure is also applicable to the relevant series of Securities and the Issuer has transferred Reference Securities to the Collateral Exchange Counterparty, the Issuer will not be required to transfer at any time as Issuer Posted Collateral under the Credit Support Annex in aggregate a nominal amount of the Reference Securities which is greater than the then Aggregate Amount of the Securities less the nominal amount of Reference Securities which has been transferred to the Collateral Exchange Counterparty.
- 3.6 Where a Non-Posting Period is specified in the applicable Final Terms in respect of the Swap Counterparty, the Swap Counterparty will not post any Swap Counterparty Collateral for the relevant period and the Issuer will transfer securities equivalent to the Swap Counterparty Collateral previously transferred by the Swap Counterparty to the Swap Counterparty. Where a Non-Posting Period is specified in the applicable Final Terms in respect of the Issuer, the Issuer will not post any Issuer Posted Collateral for the relevant period and the Swap Counterparty will transfer Equivalent Issuer Posted Collateral to the Issuer.

#### CREDIT SUPPORT STRUCTURE 4

**This Credit Support Structure shall only be applicable if specified in the applicable Final Terms and if Charged Asset Structure 7 (Repurchase Agreement and Swap Agreement) is specified as applicable.**

Under the Repurchase Agreement, the Value of the Repo Collateral Securities which are the subject of the then current Transaction will be determined by the Repo Calculation Agent on each Repo Transaction Valuation Date. If on any Repo Transaction Valuation Date the Issuer has a Net Exposure to the Repo Counterparty exceeding the Minimum Transfer Amount, the Repo Counterparty will transfer further Repo Collateral Securities with a Value at least equal to such Net Exposure with the Issuer as margin on or prior to the Margin Delivery Date; if on any Repo Transaction Valuation Date, the Value of the Repo Collateral Securities is greater than the Repurchase Price by an amount equal to or greater than the Minimum Transfer Amount, then the Issuer will transfer an amount of Repo Collateral Securities with a Value equal to such excess to the Repo Counterparty upon request by the Repo Counterparty.

For this purpose, the Issuer has a "**Net Exposure**" to the Repo Counterparty if the Repurchase Price exceeds the Margin Calculation Value of the Repo Collateral Securities which are the subject of the then current Transaction already transferred to the Issuer by the Repo Counterparty.

#### DEFINITIONS

As used in the Credit Support Structures, the following terms have the meanings set out below:

"**Credit Support Valuation Agent**" means party specified as such in the applicable Final Terms.

"**Margin Calculation Value**" means the Value multiplied by the Over Collateralisation Level.

"**Margin Delivery Date**" means the date specified as such in the applicable Final Terms.

"**Minimum Transfer Amount**" means the amount specified as such in the applicable Final Terms.

"**Over Collateralisation Level**" means the percentage or amount specified as such in the applicable Final terms. If no Over Collateralisation Level is specified in the applicable Final Terms, the applicable Over Collateralisation Level shall be equal to 100 per cent.

"**Repo Transaction Valuation Date**" means the date or dates specified as such in the applicable Final Terms.

**"Support Percentage"** means the percentage specified in the applicable Final Terms. If no Support Percentage is specified in the applicable Final Terms, the applicable Support Percentage shall be equal to 100 per cent.

**"Swap Agreement Valuation Date"** means the date or dates specified as such in the applicable Final Terms.

**"Value"** means the market value or such other value specified in the applicable Final Terms.

**DESCRIPTION OF THE CHARGED ASSETS – PART IX – ELIGIBLE BNP PARIBAS FORTIS  
COLLATERAL SECURITIES**

Where so specified in the applicable Final Terms, debt obligations of BNP Paribas Fortis SA/NV ("**BNP Paribas Fortis**") which are Eligible BNP Paribas Fortis Collateral Securities may constitute Reference Securities.

"**Eligible BNP Paribas Fortis Collateral Securities**" means securities to be issued by BNP Paribas Fortis which have the following terms and conditions:

1. **Status:** They are notes (referred to herein as "**BNPPF Securities**") issued on a senior preferred basis which constitute direct, unconditional, unsubordinated and unsecured and general obligations of BNP Paribas Fortis and will rank at all times (a) *pari passu* without preference among themselves and at least equally and rateably with all other present and future fall or are expressed to fall within the category of obligations described in Article 389/1, 1° of the Belgian Banking Law, (b) senior to senior-non preferred obligations of BNP Paribas Fortis and any obligations ranking *pari passu* with or junior to senior non-preferred obligations of BNP Paribas Fortis and (c) junior to all present and future claims as may be preferred by laws of general application;
2. **Events of default:** The terms of such BNPPF Securities contain, amongst others, the following events of default:
  - (a) default in payment of any principal or interest due in respect of the BNPPF Securities, continuing for a period of 30 days;
  - (b) default arising from the non-performance or non-observance by BNP Paribas Fortis of any other obligation, condition or other provision under the BNPPF Securities which is not cured within 45 days of a notice from any holder of the BNPPF Securities requiring remedy of such default;
  - (c) default by BNP Paribas Fortis in the payment of the principal of, or premium or prepayment charge (if any) or interest on, any other loan indebtedness of or assumed or guaranteed by BNP Paribas Fortis (which indebtedness has an aggregate principal amount of at least EUR 50,000,000 or its equivalent in any other currency or currencies), when and as the same shall become due and payable (as a result of maturity or acceleration of maturity), if, other than in the case of acceleration of maturity, such default shall continue for more than the applicable period of grace and the time for payment of such interest or principal has not been effectively extended;
  - (d) events relating to the dissolution, insolvency or winding up of BNP Paribas Fortis except as a result of a permitted reorganisation pursuant to the terms and conditions of the BNPPF Securities; or
  - (e) it becomes unlawful for BNP Paribas Fortis to perform any of its obligations under the BNPPF Securities.

Following the occurrence of any such event of default, any holder of a such a BNPPF Security may give notice that such BNPPF Security is immediately repayable whereupon the early redemption amount calculated in accordance with the terms and conditions of the BNPPF Securities, together (if applicable) with accrued interest to the date of repayment, will become immediately due and payable.

3. **Interest:** the BNPPF Securities, as specified in the applicable Final Terms, either (a) will bear interest at a fixed rate or (b) do not bear interest and are zero coupon securities.
4. **Redemption:** the BNPPF Securities, provided they are not subject to early redemption, will redeem at par on the date specified for their scheduled redemption in the applicable Final Terms, subject to adjustment for non-business days in accordance with the terms of the BNPPF Securities.



5. **Early redemption:** the BNPPF Securities may be redeemed early due to illegality or a force majeure at the early redemption amount calculated in accordance with the terms and conditions of the BNPPF Securities.
6. **Currency:** the BNPPF Securities may be denominated in any of the following currencies (each an "**Eligible BNP Paribas Fortis Collateral Currency**"): Euros ("**EUR**"), US Dollars, ("**USD**"), Australian Dollars ("**AUD**"), Canadian Dollars ("**CAD**"), Swiss Francs ("**CHF**"), Danish Kroner ("**DKK**"), Great British Pounds ("**GBP**"), Japanese Yen ("**JPY**"), Norwegian Kroner ("**NOK**"), New Zealand Dollars ("**NZD**") or Swedish Kronor ("**SEK**"), as specified in the applicable Final Terms.
7. **Governing law:** the BNPPF Securities are governed by English law, save for the provisions relating to BNPPF Securities issued in dematerialised form, the provisions relating to status and ranking and the provisions relating to meetings of holders of the BNPPF Securities, which will be governed, in each case, by Belgian law.

**DESCRIPTION OF CHARGED ASSETS – PART – X – ELIGIBLE BANCO DESIO  
COLLATERAL SECURITIES**

*The information in this section "Description of Charged Assets – Part X- Eligible banco Desio Collateral Securities" setting out the terms of the Eligible Banco Desio Collateral Securities (as defined below) has been extracted from a translation of information included in the information memorandum in Italian filed by Banco Desio (as defined below) with the Commissione Nazionale per la Società e la Borsa (Consob) on 29 January 2024. This information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by Banco Desio, no facts have been omitted which would render the reproduced information inaccurate or misleading.*

Where so specified in the applicable Final Terms, debt obligations of Banco di Desio e della Brianza S.p.A. ("**Banco Desio**") which are Eligible Banco Desio Collateral Securities may constitute Reference Securities.

"**Eligible Banco Desio Collateral Securities**" means securities to be issued by Banco Desio which have the following terms and conditions:

1. **Status:** the securities are notes (referred to herein as "**BD Securities**") issued on a senior basis which constitute direct, unsubordinated and unsecured obligations of Banco Desio and which will rank pari passu (subject to mandatory preferred debts under applicable laws) without preference among themselves and at least equally and rateably with all other present and future outstanding unsecured and unsubordinated obligations including other obligations of a similar nature of Banco Desio;
2. **Events of default:** the terms of the BD Securities do not contain any events of default;
3. **Interest:** the BD Securities, as specified in the applicable Final Terms, either (a) are zero coupon securities or (b) will bear interest at a fixed rate. The zero coupon securities do not provide for the periodic payment of interest (coupons). The difference between the nominal amount paid at maturity and the issue price of such securities (which will be lower than the nominal amount of the zero coupon securities) represents implicit interest accrued on the zero coupon securities;
4. **Redemption:** the BD Securities will redeem at par on the date specified for their scheduled redemption in the applicable Final Terms, subject to the application of resolution tools by the relevant regulatory authorities pursuant to the BRRD (as implemented in Italy);
5. **Early redemption:** the BD Securities may not be redeemed early, except where the applicable Final Terms provide that the MREL Qualification Exclusion Event is applicable. Where the MREL Qualification Exclusion Event is applicable, Banco Desio may elect to early redeem the BD Securities if the outstanding aggregate nominal amount of such series of BD Securities is excluded, totally or partially, from the "eligible liabilities" available to meet the MREL Requirements. The term "**MREL Requirements**" means any legislation, regulation, requirement, guideline, law, standard and protocol regarding minimum requirements for own funds and eligible liabilities and/or loss-absorbing instruments applicable to Banco Desio and/or the "Gruppo Banco Desio" banking group (the "**Banco Desio Group**"), from time to time, including, but not limited to, any delegated or implementing act (including regulatory technical standards) adopted by the European Commission and any regulation, requirement, guideline, law, standard and protocol adopted from time to time by the Republic of Italy, the relevant competent authority or the relevant resolution authority regarding minimum requirements for own funds and eligible liabilities and/or loss-absorbing instruments (regardless of the applicability in general or specifically to Banco Desio and/or the Banco Desio Group of such requirements, guidelines or protocols), each of the foregoing as amended, supplemented or replaced from time to time;
6. **Currency:** the BD Securities are issued and denominated in Euros ("**EUR**"); and

7. **Governing law:** the BD Securities are governed by Italian law.

## FORM OF NOTES

Each Series (and/or Tranche, as the case may be) of Notes will be either Bearer Notes (with or without interest coupons attached) issued outside the United States only in reliance on the exemption from registration provided by Regulation S or Registered Notes (without interest coupons attached) issued outside the United States in reliance on the exemption from registration provided by Regulation S.

As part of the initial distribution of the Notes of each series, such Notes may not be purchased by any person except for persons that are not "U.S. persons" as defined in the U.S. Risk Retention Rules, or "**Risk Retention U.S. Persons**" except to the extent permitted under an exemption to the U.S. Risk Retention Rules as described under "Risk Factors" at page 62 and under "Subscription, Sale and Transfer Restrictions" at pages 1383 to 1384. "**U.S. Risk Retention Rules**" means Regulation RR (17 C.F.R Part 246) implementing the risk retention requirements of Section 15G of the U.S. Securities Exchange Act of 1934, as amended. Prospective investors should note that, although the definition of "U.S. person" in the U.S. Risk Retention Rules is very similar to the definition of "U.S. person" in Regulation S, there are substantial differences between the two definitions and that persons who are not "U.S. persons" under Regulation S may be "U.S. persons" under the U.S. Risk Retention Rules.

### *Bearer Notes*

Each Series (and/or Tranche, as the case may be) of Bearer Notes will be initially issued in the form of a temporary global Note or, if so specified in the applicable Final Terms, a permanent global Note which, in either case, will be delivered on or prior to the original issue date of the Series (and/or Tranche, as the case may be) to a common depositary (the "**Common Depositary**") for Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") or Euroclear Bank S.A./N.V. ("**Euroclear**").

Bearer Global Notes (as defined in "*Terms and Conditions of the Notes*") will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

U.S. Treasury Regulation Section 1.163-5(c)(2)(i)(D) or any successor rules substantially identical thereto (the "**TEFRA D Rules**") will apply to the Bearer Notes unless the Bearer Notes do not have a maturity of more than 365 days.

### *Registered Notes*

The Registered Notes of each Series (and/or Tranche, as the case may be) offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a Regulation S Global Note (as defined in "*Terms and Conditions of the Notes*"). Beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person and may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Regulation S Global Note will bear a legend regarding such restrictions on transfer.

Registered Global Notes in the form of Regulation S Global Notes will be deposited with a Common Depositary for Euroclear and Clearstream, Luxembourg, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of Definitive Registered Notes (as defined in "*Terms and Conditions of the Notes*").

Payments of principal, interest or any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the register kept by the Registrar as the registered holder of the Registered Global Notes. None of the Issuer, BNP Paribas or its affiliates, the Trustee, the Dealer, the Guarantor (if applicable), or any Agent 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 Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of Definitive Registered Notes will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record

Date (as defined in Notes Condition 6 (*Payments*)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg.

#### **Certification as to non-U.S. beneficial ownership**

Whilst any Bearer Note is represented by a temporary global Note, any amounts payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made outside of the United States against presentation of the temporary global Note only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Note are not U.S. persons or persons who have purchased for resale to any U.S. person ("**Certification**"), as required by U.S. Treasury regulations, (i) has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Issuing and Paying Agent or, (ii) in the case of a temporary global Note held otherwise than on behalf of Euroclear and/or Clearstream, Luxembourg, from the holder thereof.

On and after the date (the "**Exchange Date**") which is 40 days after the temporary global Note is issued, interests in such temporary global Note will be exchangeable (free of charge) upon a request as described therein either for, as applicable, (i) interests in a permanent global Note or (ii) Definitive Bearer Notes of the same Series with, where applicable, Receipts, Coupons and Talons attached (as indicated in the applicable Final Terms and subject, in the case of Definitive Bearer Notes, to such notice period as is specified in the permanent global Note), in accordance with the terms of the temporary global Note against Certification as to beneficial ownership as described above and as required by U.S. Treasury regulations unless such Certification has already been given pursuant to the provisions set forth above. Exchange of a temporary global Note for interests in a permanent global Note will only be made if Definitive Bearer Notes have not already been issued. If Definitive Bearer Notes have already been issued, the temporary global Note may only thereafter be exchanged for Definitive Bearer Notes pursuant to the terms thereof. The holder of a temporary global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due Certification, exchange of the temporary global Note for an interest in a permanent global Note or, in the case of Bearer Notes, for Definitive Bearer Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a permanent global Note will be made through Euroclear and/or Clearstream, Luxembourg, as applicable, to or to the order of the holder thereof against presentation or surrender (as the case may be) of the permanent global Note without any requirement for Certification.

All payments, including in respect of interest and principal and whether at maturity or otherwise, will be payable only outside of the United States.

Subject to requirements existing at the time of issue, the following legend will appear on all temporary global Notes, permanent global Notes and definitive Notes which have an original maturity of more than 365 days and on all receipts, interest coupons and talons relating to such Notes:

"Any United States person (as defined in the Internal Revenue Code of the United States) who holds this obligation will be subject to limitations under the United States income tax laws including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code".

U.S. Treasury Regulation Section 1.163-5(c)(2)(i)(D) or any successor rules substantially identical thereto (the "**TEFRA D Rules**") will apply to the Bearer Notes unless the Bearer Notes do not have a maturity of more than 365 days.

#### **Exchange upon the occurrence of an Exchange Event or otherwise**

The applicable Final Terms with respect to any Notes issued in global form will specify whether the relevant permanent global Note or Registered Global Note (as applicable) will be exchangeable (free of charge), in whole but not in part, for Definitive Bearer Notes with, where applicable, Receipts, Coupons and Talons

attached, or, as the case may be, Definitive Registered Notes, upon not less than 60 days' written notice to the Issuing and Paying Agent from or on behalf of, as the case may be, Euroclear and/or Clearstream, Luxembourg acting on the instructions of any holder of an interest in the permanent global Note or Registered Global Note, as described therein (unless otherwise specified in the applicable Final Terms) (a "**Holder Exchange Event**") or, in the case of a permanent global Note, if such Note is held otherwise than on behalf of Euroclear or Clearstream, Luxembourg, the bearer thereof, in the event of the occurrence of any of the circumstances described in (i), (ii), or (iii) or (iv) below (each, an "**Exchange Event**") or by the Issuer in the event of the occurrence of the circumstances described in (iii) below: (i), if applicable, an Event of Default (as defined in Condition 11 of the "*Terms and Conditions of the Notes*") has occurred and is continuing; (ii) in the case of a permanent global Note or a Registered Global Note registered in the name of a common depository for Euroclear and/or Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announce an intention permanently to cease business or have in fact done so and no successor clearing system is available; (iii) in the case of Definitive Bearer Notes, as a result of any change in, or amendment to the laws of a relevant jurisdiction, upon the Issuer's request where issuance of definitive notes would be adverse to the Issuer but for the issuance of physical securities in bearer form; or (iv) in the case of Registered Notes, the Issuer has or will become subject to adverse tax consequences which would not be suffered were such Registered Notes represented by a Registered Definitive Note. The Issuer will promptly give notice to Noteholders in accordance with Condition 18 (see "*Terms and Conditions of the Notes*") if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such global Note or Registered Global Note) may give notice to the Issuing and Paying Agent or, as the case may be, the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iv) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

In respect of any Series of Notes, the Holder Exchange Event shall not apply unless the applicable Final Terms provide that such Notes are issued and tradeable only in amounts equal to the minimum Denomination or integral multiples of the minimum denomination (or if more than one, the lowest Denomination).

### **Clearing Systems**

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the relevant Dealer and the Issuing and Paying Agent.

**FORM OF FINAL TERMS FOR NOTES**

*Set out below is the form of Final Terms which will be completed for each Series (and/or Tranche, as the case may be) of Notes issued under the Programme. Placeholders are included as an aid to review and the Final Terms relating to any Series of Notes will be completed with such information from the Base Prospectus (including the Terms and Conditions) as is applicable to such Notes. References in the Base Prospectus (including in the applicable Terms and Conditions) to "the Securities" shall when replicated in these Final Terms be replaced with references to the Notes.*

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>1</sup>

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** –The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]<sup>2</sup>

**[MiFID II product governance / [Retail investors, professional]<sup>3</sup>/[Professional]<sup>4</sup> investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Securities, taking into account the five categories in item 19 of the Guidelines published by [the European Securities and Markets Authority ("**ESMA**")]/[ESMA] on 3 August 2023, has led to the conclusion that: (i) the target market for the Securities is eligible counterparties[, [and] professional clients [and retail clients], each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")]/[MiFID II]; [and (ii) all channels for distribution of the Securities are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]]/[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Securities to retail clients are appropriate – [investment advice][,./ and] [portfolio management][,./ and] [non-advised sales] [and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any

<sup>1</sup> Legend to be included if Securities are a "packaged product" for the purpose of the PRIIPs Regulation and a key information document will not be made available or the Issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the "Prohibition of Sales to EEA Retail Investors" item below should be specified as "Applicable".

<sup>2</sup> Legend to be included if Securities are a "packaged product" for the purpose of the UK PRIIPs Regulation and a key information document will not be made available or the Issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the "Prohibition of Sales to UK Retail Investors" item below should be specified as "Applicable".

<sup>3</sup> To be included if the Securities are offered to retail client investors in the EEA.

<sup>4</sup> To be included if the Securities are offered to professional investors and ECPs only.

person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]

**[UK MiFIR product governance / [Retail investors, professional]<sup>5</sup>/[Professional]<sup>6</sup> investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Securities, taking into account the five categories in item 18 of the Guidelines published by [the European Securities and Markets Authority ("**ESMA**")]/[ESMA] on 5 February 2018 (in accordance with the FCA's policy statement entitled "*Brexit our approach to EU non-legislative materials*"), has led to the conclusion that: (i) the target market for the Securities is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**")[, [and] professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**") [and retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**")]; [and (ii) all channels for distribution of the Securities are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]]/[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Securities to retail clients are appropriate – [investment advice][, / and] [portfolio management][, / and] [non-advised sales ][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable].]

**[The [Base Prospectus [is valid to, and including, 20 September 2025 [and the] Issuer intends that the Base Prospectus [will be updated before expiry of its validity]/[will be updated on or around [●]] and, when approved, the updated Base Prospectus will be published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com))).]<sup>7</sup>**

[Date]

**SecurAsset S.A.**

**acting through its Compartment [●]**

**Legal entity identifier (LEI): 54930048RHLTJXAMT751**

**Issue of [up to] [Aggregate Nominal Amount of Series/Tranche] [Title of Notes] [Guaranteed by [BNP Paribas] on the terms set out herein] under its Secured Note, Warrant and Certificate Programme**

## **PART A - CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth under the heading "*Terms and Conditions of the Notes*" in the Base Prospectus dated 20 September 2024 (the "**Base Prospectus**")[[,][ and] the supplement[s] to the Base Prospectus dated [●]<sup>8</sup>] and any[ further] supplements to the Base Prospectus published prior to the Issue Date (as defined below) (the "**Supplement(s)**") [ which together constitute a base prospectus for the purposes of the Prospectus Regulation [and the applicable rules

<sup>5</sup> To be included if the Securities are offered to retail client investors in the UK.

<sup>6</sup> To be included if the Securities are offered to professional investors in the UK.

<sup>7</sup> Please note that if, for any reason, the 2025 Base Prospectus is not approved, the offer period for such issues must cease upon the expiry of the validity of the 2024 Base Prospectus.

<sup>8</sup> Where applicable, include the date of any Supplements which have been published prior to the date of the Final Terms.



and regulations of the Luxembourg Stock Exchange]]<sup>9</sup>. This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 8 of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**")<sup>10</sup> and must be read in conjunction with the Base Prospectus[ (which includes the provisions of [Annex 1] [and] [Annex 2 in the case of Index Linked Notes,] [Annex 3 in the case of Share Linked Notes,] [Annex 4 in the case of Debt Linked Notes,] [Annex 5 in the case of Commodity Linked Notes,] [Annex 6 in the case of Inflation Linked Notes,] [Annex 7 in the case of Currency Linked Notes,] [Annex 8 in the case of Fund Linked Notes,] [Annex 9 in the case of Underlying Interest Rate Linked Notes,] [Annex 10 in the case of Credit Linked Notes,] [Annex 11 in the case of ETI Linked Notes]] [and] [Annex 12 in the case of Notional Value Repack Securities]<sup>11</sup> and any Supplement(s); provided, however, that to the extent any such supplement (i) is published after the date of these Final Terms and (ii) provides for any change to the Conditions as set out under the heading "*Terms and Conditions of the Notes*" in the Base Prospectus, such change(s) shall have no effect with respect to the Conditions of the Notes to which these Final Terms relate. Full information on the Issuer[, the Guarantor (if applicable)] and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and any Supplement(s). Prior to acquiring an interest in the Notes described herein, prospective investors should read and understand the information provided in the Base Prospectus and any Supplement(s). Copies of the Base Prospectus, any Supplement(s) and these Final Terms are available for inspection from the specified office of the Issuing and Paying Agent [and on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com))]<sup>12</sup> [ and [●]]. [A summary of the Notes is annexed to these Final Terms.]<sup>13</sup>

*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.*

*[The following alternative language applies in respect of issues of Notes where the public offer period spans an update to the Base Prospectus. If relevant, the 2024 Base Prospectus will contain a list of offers for which the provisions of the paragraph below apply. Investors will be informed of their withdrawal rights in respect of such offers by notice when the 2024 Base Prospectus is published.]<sup>14</sup>*

[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 20 September 2024 (the "**2024 Base Prospectus**")][,][ and] the supplement[s] to the 2024 Base Prospectus dated [●]] and any [further] supplements to the 2024 Base Prospectus published prior to the Issue Date (as defined below) (the "**Supplement(s)**"), notwithstanding the approval of an updated base prospectus which will replace the 2024 Base Prospectus (the "**2025 Base Prospectus**"). The 2024 Base Prospectus, as supplemented, constitutes a base prospectus for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") [and the applicable rules and regulations of the Luxembourg Stock Exchange] and the 2024 Base Prospectus will constitute a base prospectus for the purposes of the Prospectus Regulation. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation[ and the applicable rules and regulations of the Luxembourg Stock Exchange] and (i) prior to the approval date, must be read in conjunction with the 2024 Base Prospectus, as supplemented [(which includes the provisions of [Annex 1] [and] [Annex 2 in the case of Index Linked Notes,] [Annex 3 in the case of Share Linked Notes,] [Annex 4 in the case of Debt Linked Notes,] [Annex 5 in the case of Commodity Linked Notes,] [Annex 6 in the case of Inflation Linked Notes,] [Annex 7 in the case of Currency Linked Notes,] [Annex 8 in the case of Fund Linked Notes,] [Annex 9 in the case of Underlying Interest Rate Linked Notes,] [Annex 10 in the case of Credit Linked Notes,] [Annex 11 in the case of ETI Linked Notes]] and [Annex 12 in the case of Notional Value Repack

<sup>9</sup> Delete in the case of any issue of Private Placement Notes.

<sup>10</sup> Delete in the case of any issue of Private Placement Notes.

<sup>11</sup> Delete as applicable.

<sup>12</sup> Delete in the case of any issue of Private Placement Notes or amend as necessary in the case of any issue of Notes which is non-exempt and which will not be listed on the Luxembourg Stock Exchange.

<sup>13</sup> Only include this wording for Notes with a denomination of lower than EUR 100,000 (or the equivalent in another currency).

<sup>14</sup> Please note that if, for any reason, the 2025 Base Prospectus is not approved, the offer period for such issues must cease upon the expiry of the validity of the 2024 Base Prospectus.

Securities]<sup>15</sup>, and (ii) on and after the approval date, must be read in conjunction with the 2025 Base Prospectus, save in respect of the Conditions which are extracted from the 2024 Base Prospectus, as supplemented. To the extent any supplement (i) is published after the date of these Final Terms and (ii) provides for any change to the Conditions as set out under the heading "Terms and Conditions of the Notes" in the 2024 Base Prospectus, such change(s) shall have no effect with respect to the Conditions of the Notes to which these Final Terms relate. Full information on the Issuer[, the Guarantor (if applicable)] and the offer of the Notes is only available on the basis of the combination of these Final Terms and either (i) prior to the approval date, the 2024 Base Prospectus, as supplemented, or (ii) on or after the approval date, the 2024 Base Prospectus, as supplemented, and the 2025 Base Prospectus. Prior to acquiring an interest in the Notes described herein, prospective investors should read and understand the information provided in the 2024 Base Prospectus and any Supplement(s) and, when available, the 2025 Base Prospectus. Copies of the 2024 Base Prospectus, any Supplement(s) and these Final Terms are available, and copies of the 2025 Base Prospectus, will be available for inspection from the specified office of the Issuing and Paying Agent [and will be published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com))] and [●]. [A summary of the Notes is annexed to these Final Terms.]<sup>16</sup>

*[Include whichever of the following apply or specify as "Not applicable". 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 sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms.]*

1. (i) Series Number: [specify]
- (ii) Tranche Number: [specify]

[The Notes are to be consolidated and form a single series with the *[insert title of relevant series of Securities]* issued on *[insert issue date]*.

[The Notes are to be consolidated and form a single series with *[insert title of relevant series of Notes]* issued on *[insert issue date]*, the terms and conditions of which are governed by [the SecurAsset base prospectus dated 27 November 2013 (the "**2013 Base Prospectus**")][and the supplement to the 2013 Base Prospectus dated 23 April 2014 (the "**April 2014 Supplement**")][the SecurAsset base prospectus dated 27 November 2014 (the "**2014 Base Prospectus**")][and the supplement to the 2014 Base Prospectus dated 26 June 2015 (the "**June 2015 Supplement**")][the SecurAsset base prospectus dated 27 November 2015 (the "**2015 Base Prospectus**")][and the supplement to the 2015 Base Prospectus dated 27 May 2016 (the "**May 2016 Supplement**")][the SecurAsset base prospectus dated 28 September 2016 (the "**2016 Base Prospectus**")][and the supplement to the 2016 Base Prospectus dated 1 March 2017 (the "**March 2017 Supplement**")][the SecurAsset base prospectus dated 26 September 2017 (the "**2017 Base Prospectus**")][and the supplement to the 2017 Base Prospectus dated 25 May 2018 (the "**May 2018 Supplement**")][the SecurAsset base prospectus dated 7 August 2018 (the "**2018 Base Prospectus**")][the SecurAsset base prospectus dated 3 July 2019 (the "**2019 Base Prospectus**")][the SecurAsset base prospectus dated 10 July

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<sup>15</sup>

Delete as applicable.

2020 (the "**2020 Base Prospectus**")][the SecurAsset base prospectus dated 9 July 2021 (the "**2021 Base Prospectus**")][the SecurAsset base prospectus dated 22 September 2022 (the "**2022 Base Prospectus**")][the SecurAsset base prospectus dated 21 September 2023 (the "**2023 Base Prospectus**"). The Notes [became][will become] fungible on [*insert date*].]

- (iii) Type of Notes: The provisions of Annex 1 [and] [the provisions of Annex 2 (Additional Terms and Conditions for Index Linked Securities) shall apply.] [The provisions of Annex 3 (Additional Terms and Conditions for Share Linked Securities) shall apply.] [The provisions of Annex 4 (Additional Terms and Conditions for Debt Linked Securities) shall apply.][The provisions of Annex 5 (Additional Terms and Conditions for Commodity Linked Securities) shall apply][The provisions of Annex 6 (Additional Terms and Conditions for Inflation Linked Securities) shall apply.] [The provisions of Annex 7 (Additional terms and Conditions for Currency Linked Securities) shall apply.][The provisions of Annex 8 (Additional Terms and Conditions for Fund Linked Securities) shall apply.][The provisions of Annex 9 (Additional Terms and Conditions for Underlying Interest Rate Linked Securities) shall apply.][The provisions of Annex 10 (Additional Terms and Conditions for Credit Linked Securities) shall apply.] [The provisions of Annex 11 (Additional Terms and Conditions for ETI Linked Securities) shall apply.] [The provisions of Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) shall apply].
2. [(i)] Guaranteed Notes: [Not applicable] [Applicable – General Guarantee] [Applicable – Shortfall Guarantee (specify shortfall amount)]
- [(ii)] Guarantor: [BNP Paribas]
3. (i) Specified Currency: [*specify*]
- (ii) Settlement Currency: [*specify*]
- (iii) [Specified Exchange Rate: [*specify set exchange rate*]/[Not applicable]
- (N.B. Specified Exchange Rate should be completed if the exchange rate is set up-front).
- (iv) Settlement Currency Exchange Rate: [Not applicable]/[the exchange rate at [*specify time*], expressed as the amount of [*specify currency*] for which one [*specify currency unit*] may be exchanged by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent))/[the exchange rate obtained by multiplying (i) [*specify first exchange rate*] and (ii) [*specify second exchange rate*], with [*specify first exchange rate*] expressed as the amount of [*specify*

*currency]* for which one *[specify currency]* may be exchanged determined by the Calculation Agent by reference to *[specify source]* (or any successor *[page]* thereto, as determined by the Calculation Agent) at *[specify time]* and *[specify second exchange rate]* expressed as the amount of *[specify currency]* for which one *[specify currency]* may be exchanged determined by the Calculation Agent by reference to *[specify source]* (or any successor *[page]* thereto, as determined by the Calculation Agent) at *[specify time]*]

- (v) Settlement Currency Exchange Rate Observation Date: *[●]* Business Days (*Settlement Currency Exchange Rate Provisions not required and can be deleted if the Specified Currency and the Settlement Currency are the same*).
- (vi) Reference Jurisdiction: *[specify]*
- (vii) [FX Settlement Disruption Event Determination *[Applicable]*
- 4. Aggregate Nominal Amount:
  - (i) Series: *[specify]* [An amount not greater than *[specify]* which will be notified to the Issuer by *[specify]* on or around *[specify]*]
  - (ii) Tranche: *[specify]*
- 5. Issue Price of Tranche: *[●]* per cent. of the Aggregate Nominal Amount of the applicable Tranche [plus accrued interest from *[insert date]* (*in the case of fungible issues only if applicable*)] [which will be payable in the Settlement Currency at the Settlement Currency equivalent of such amount determined by reference to the Initial FX Rate.

Where:

**"Initial FX Rate"** means *[specify]*/ [the exchange rate at *[specify time]* on the *[●]* Business Day prior to the Issue Date], expressed as the amount of *[specify currency]* for which one *[specify currency]* may be exchanged determined by the Calculation Agent by reference to *[specify source]* (or any successor *[page]* thereto, as determined by the Calculation Agent), provided that if such source is not available, any such rate of exchange may be determined by the Calculation Agent [by reference to such sources as it considers in good faith and in a commercially reasonable manner to be appropriate and] acting in good faith and in a commercially reasonable manner]/[the exchange rate obtained by multiplying (i) *[specify first exchange rate]* and (ii) *[specify second exchange rate]*, with *[specify first exchange rate]* expressed as the amount of *[specify currency]* for which one *[specify currency]* may be exchanged determined by the Calculation Agent by reference to *[specify source]* (or any successor *[page]* thereto, as determined by the Calculation Agent) at *[specify*

*date/time]* and *[specify second exchange rate]* expressed as the amount of *[specify currency]* for which one *[specify currency]* may be exchanged determined by the Calculation Agent by reference to *[specify source]* (or any successor *[page]* thereto, as determined by the Calculation Agent) at *[specify date/time]* provided that if any such source is not available, any such rate of exchange may be determined by the Calculation Agent [by reference to such sources as it considers in good faith and in a commercially reasonable manner to be appropriate] and acting in good faith and in a commercially reasonable manner.]

6. Minimum Trading Size: *[specify]*

7. (i) Specified Denominations: *[specify]*

*(N.B. Notes to be admitted to trading on a regulated market within the European Economic Area must have a minimum denomination of €100,000 (or equivalent) in order to benefit from the wholesale exemption set out in Article 1.4(c) of the Prospectus Regulation in that Member State.)*

*(Note – where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:*

*"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].")*

(ii) Calculation Amount (Applicable to Notes in definitive form): *(If only one Specified Denomination, insert the Specified Denomination.*

*If more than one denomination, insert the highest common factor.*

*Note: There must be a common factor in the case of two or more Specified Denominations.)*

8. [(i)] [Issue Date:] *[specify]*

[(ii)] [Interest Commencement Date:] *[Specify date]/[The Issue Date]*

9. Maturity Date: *[Specify date] [(the "Scheduled Maturity Date")]* [Open End]<sup>17</sup>

Business Day Convention for Maturity Date: [Following/Modified Following/Preceding/None/Not applicable]

[Maturity Date Postponement: [Applicable as set out in Condition 7(h)/Not applicable] *(Where applicable, specify*

<sup>17</sup> Insert for Open End Notes

*relevant Postponement Business Days and Payment Delay Days)*

**10. Form of Notes:**

[Bearer Notes:

[Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note] [Permanent Bearer Global Note] which is exchangeable for Definitive Bearer Notes [on 60 days' notice given at any time ("**Holder Exchange Event**")/only upon an Exchange Event].

*[N.B. if Holder Exchange Event applies, global Notes are exchangeable only for Definitive Notes in an amount equal to the lowest Specified Denomination and no smaller tradable integral multiple is permitted].*

[Temporary Global Note exchangeable for definitive Notes on and after the Exchange Date.]]

[Registered Notes:

Registered Global Note ([●] nominal amount)/Registered Notes in definitive form (*specify nominal amounts*)

**11. Interest Basis:**

[[*specify*] per cent. Fixed Rate][[EURIBOR/STIBOR/SONIA/SOFR/€STR/SARON /TONA] +/- [*specify*] per cent. Floating Rate][Zero Coupon][Currency Linked Interest][Index Linked Interest][Share Linked Interest][Debt Linked Interest][Inflation Linked Interest][Commodity Linked Interest][Fund Linked Interest][Underlying Interest Rate Linked Interest][ETI Linked Interest][Currency Linked Interest] [Hybrid Interest][and Dual Currency Interest] *[N.B. If the Notes are Dual Currency Interest Notes, another Interest Basis must always be specified.]* (further particulars specified below)

Interest Rate(<sub>i-1</sub>):[[*specify*] per cent. per annum / Not applicable]

Condition to Interest Payment: [Applicable as set out in Condition 5(j)/Not applicable]

**12. Coupon Switch:**

[Applicable/Not applicable]

*[If applicable:*

[Coupon Switch Election: Applicable]/[Automatic Coupon Switch: Applicable][Target Switch Coupon: Applicable] [*replicate relevant provisions from Conditions*]]

Pre-Switch Coupon:

[*specify Interest Basis*] – [Fixed Rate]/[Floating Rate]/[Linked Interest: [SPS Fixed Coupon]/[SPS Variable Amount Coupon]/[Digital Coupon]/[Snowball Digital Coupon]/[Accrual Digital Coupon]/[Stellar Coupon]/[Cappuccino Coupon]/[Ratchet Coupon]/[Driver Coupon]/[Nova Coupon]/[Sum Coupon]/[Transition Coupon]/[Inflation and Rate Coupon]/[Custom Index

## FORM OF FINAL TERMS FOR NOTES – PART A – CONTRACTUAL TERMS

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- Coupon]/ [Option Max Coupon]/[Option Min Coupon]/[Transition Coupon]/[FX Vanilla Coupon]/[FI Digital Coupon]/[FX Digital Coupon]/[Range Accrual Coupon]/[FX Range Accrual Coupon]/[FX Memory Coupon]/[Combination Floater Coupon]/[PRDC Coupon]/[FI Digital Floor Coupon]/[FI Digital Cap Coupon]/[FI Target Coupon]/[Duration Adjusted Coupon]] (see items *[specify]* below)
- Post-Switch Coupon: [specify Interest Basis] – [Fixed Rate]/[Floating Rate]/[Linked Interest: [SPS Fixed Coupon]/[SPS Variable Amount Coupon]/[Digital Coupon]/[Snowball Digital Coupon]/[Accrual Digital Coupon]/[Stellar Coupon]/[Cappuccino Coupon]/[Ratchet Coupon]/[Driver Coupon]/[Nova Coupon]/[Sum Coupon]/[Transition Coupon]/[Option Max Coupon]/[Transition Coupon]/[Inflation and Rate Coupon]/[Custom Index Coupon]/ [Option Max Coupon]/[Option Min Coupon]/[FX Vanilla Coupon]/[FI Digital Coupon]/[FX Digital Coupon]/[Range Accrual Coupon]/[FX Range Accrual Coupon]/[FX Memory Coupon]/[Combination Floater Coupon]/[PRDC Coupon]/[FI Digital Floor Coupon]/[FI Digital Cap Coupon]/[FI Target Coupon]/ [Duration Adjusted Coupon]] *[Insert relevant provisions, replicating relevant prompts from items 28(xvi) as applicable, below]*  
[If the Notes are Fixed Rate Notes and Floating Rate Notes, complete prompts below accordingly]
- Additional Switch Coupon: [Applicable/Not applicable]*[If applicable:*
- Additional Switch Coupon Amount: *[specify]* [Calculation Amount × [●] %]] [Where a Coupon Switch occurs [in][on] is payable [in][on] *[specify]*, [Calculation Amount × [●] %]] *(Repeat as necessary)*
- Additional Switch Coupon Payment Date: *[specify]*
- Coupon Switch Date(s): *[specify]*
- 13. Redemption/Payment Basis:** [Redemption at par]*[specify]* per cent. of nominal amount][Index Linked Redemption][Share Linked Redemption][Debt Linked Redemption][Inflation Linked Redemption][Currency Linked Redemption][Commodity Linked Redemption][Fund Linked Redemption][Underlying Interest Rate Linked Redemption][Credit Linked Redemption][ETI Linked Redemption][Currency Linked Redemption][Hybrid Linked Redemption] [Instalment][and Dual Currency Redemption]*[N.B. If the Notes are Dual Currency Redemption Notes, another Redemption/Payment Basis must always be specified.]*
- Payout Switch: [Applicable/Not applicable]
- [If applicable:*
- [Payout Switch Election: [Applicable]

FORM OF FINAL TERMS FOR NOTES – PART A – CONTRACTUAL TERMS

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Switched Payouts: *[specify]*

Payout Switch Date: *[specify]*

[Automatic Payout Switch: [Applicable]

[Target Switch Payout: Applicable]

*[If applicable replicate relevant provisions from Condition 7(p)]*

[Autoroll: Applicable/Not applicable]

*[If applicable, specify: [Autoroll Standard]/[Autoroll Lock]/[Autoroll Shift]]*

*[If applicable, replicate the related provisions from the Conditions for each of the features which will change following an Autoroll Event as set out in Condition 7(x)]*

Condition to Final Payout Premium: [Applicable as set out in Condition 7(s)/Not applicable]

[Open End: Applicable]

The Notes are Put/Call Open End Notes – see item[s] [[44]/[45]] below.<sup>18</sup>

[[Condition 7(z)(i)(a) is applicable:

Notice Period: *[specify]*

Final Redemption Amount: *[specify]*]/

[Condition 7(z)(i)(b) is applicable:

Minimum Notice Period: *[specify]*

Maximum Notice Period: *[specify]*

Final Redemption Amount: *[specify]*]] *(to be included if Condition 7(z)(i)(a) and/or Condition 7(z)(i)(b) is/are applicable)*

[Waiver of Set-Off: Not applicable]

[Unwind Costs: Applicable/Not applicable]

[Essential Trigger: Applicable]

**14.** Exchange Rate: *[specify]*/[Not applicable]

**15.** Trade Date: *[specify]*

**16.** Strike Date: *[specify]*/[Not applicable]

<sup>18</sup>

Include for Open End Notes that are Put/Call Open End Notes.



- [Currency Convention: [As per Currency Linked Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention]] (*N.B. Only applicable to Currency Linked Notes*)
17. Strike Day: [specify]
18. Strike Period: [specify]
19. Strike Price: [specify]/[Not applicable]
20. Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [specify]/[Not applicable].] (*Not applicable to Inflation Linked or Index Linked Notes*)
- [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] (*N.B. Not applicable to Index Linked Notes relating to a Custom Index or Commodity Linked Notes*)
- [Currency Convention: [As per Currency Linked Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention]] (*N.B. only applicable to Currency Linked Notes*)
- [In the event that an Averaging Date is a Disrupted Day, the provisions of Annex 2 will apply] (*N.B. Only applicable to Index Linked Notes relating to a Custom Index*)
21. Observation Dates: [specify]/[Not applicable]
- [Currency Convention: [As per Currency Linked Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention]] (*N.B. only applicable to Currency Linked Notes*)
- [In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] (*N.B. Not applicable to Index Linked Notes relating to a Custom Index or Commodity Linked Notes*)
- [In the event that an Observation Date is a Disrupted Day, the provisions of Annex 2 will apply] (*N.B. Only applicable to Index Linked Notes relating to a Custom Index*)
- [Observation Day Disruption Consequences are not applicable]]
22. Observation Period: [specify]/[Not applicable] (*Not applicable to Inflation Linked Notes*)
23. Illegality (Condition 7(u)) and Force Majeure (Condition 7(v)): Illegality: [[Highest Value]/[Market Value]/[Monetisation Option]][Annex ERE] applicable]
- [If Highest Value or Monetisation Option are applicable: Protected Amount: [specify] per cent. of the Specified

Denomination]

Force Majeure: [ERE Force Majeure/No Unwind Costs][Annex ERE]

**24. Additional Disruption Events, Optional Additional Disruption Events and CNY Payment Disruption Events:**

- (a) Additional Disruption Events and Optional Additional Disruption Events (a) Additional Disruption Events: [Applicable/Not applicable]/[Change in Law/Hedging Disruption] does not apply to the Notes]

[Change in Law – Hedge Maintenance Cost: Not applicable]

- (b) [Optional Additional Disruption Events: [Not applicable]/[The following Optional Additional Disruption Events apply to the Notes:

*(Specify each of the following which applies. N.B. Optional Additional Disruption Events are applicable to certain Index Linked Notes, Share Linked Notes, ETI Linked Notes and Commodity Linked Notes. Careful consideration should be given to whether Optional Additional Disruption Events would apply for Debt Linked Notes, Currency Linked Notes and Fund Linked Notes.)*

[Administrator/Benchmark Event]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Insolvency Filing]

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

[Cancellation Event]

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

[Loss of Stock Borrow]

[[Stop-Loss Event]

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

[Currency Event]

[Extraordinary External Event]

[Significant Alteration Event]

[Jurisdiction Event [- Hedging Arrangements: Not applicable]]

[Hedging Party Default]

[The Maximum Stock Loan Rate in respect of *[specify in relation to each relevant Share/Security]* is *[specify]*].

*(N.B. Only applicable if Loss of Stock Borrow is applicable)*]

[The Initial Stock Loan rate in respect of *[specify in relation to each relevant Share/Security]* is *[specify]*].

*(N.B. Only applicable if Increased Cost of Stock Borrow is applicable)*]

(c) Redemption: Delayed Redemption on Occurrence of an Additional Disruption Event and/or Optional Additional Disruption Event: [Applicable/Not applicable]

*[if applicable:*

[Protected Amount: [☐ ] per cent. of the Specified Denomination] *[Must be specified if Highest Value or Monetisation Option are applicable]*]

[Highest Value: [Applicable/Not applicable]]

[Market Value: [Applicable/Not applicable]]

[Monetisation Option: [Applicable/Not applicable]]

(b) CNY Payment Disruption Events: [Applicable/Not applicable]

*[If applicable:*

[Postponement: Applicable/Not applicable]

[Payment of Equivalent Amount: Applicable/Not applicable]

Equivalent Amount Settlement Currency: [specify]

Equivalent Amount Price Source: [specify]

Equivalent Amount Settlement Valuation Time: [specify]/[As per Condition 6(a)(iii)]

CNY Settlement Centre: [specify]]

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

*[If applicable:*

*[specify]*)/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]/["within"]/[Knock-in Bottom Level/Knock-in Top Level: In respect of the Knock-in Bottom Level, "less than"/"less than or equal to" and in respect of the Knock-in Top Level, "greater than"/"greater

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than or equal to"]]

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

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

*(If applicable replicate relevant provisions from Payout Condition 1)*

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

[If FX Knock-in Valuation is applicable, replicate relevant provisions from Payout Condition 1]

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

[Performance Value: [Applicable/Not applicable]]

(ii) Level: [Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]<sup>19</sup>[Not applicable]

(iii) Knock-in Level/Knock-in Range Level/Knock-in Bottom Level/Knock-in Top Level: [Knock-in Level: *[specify]*]/[FX Knock-in Level]]  
*[If FX Knock-in Level is specified, replicate relevant provisions from Payout Condition 1]*

[Knock-in Range Level: *[specify]*]

[Knock-in Bottom Level: *[specify]*]

[Knock-in Top Level: *[specify]*]

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

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

(vi) Knock-in Determination Period: *[specify]*

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

(viii) Knock-in Period Ending Date: *[specify]*

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

---

<sup>19</sup> Only applicable in relation to Index Linked Notes, Share Linked Notes, Debt Linked Notes, ETI Linked Notes, Commodity Linked Notes and Currency Linked Notes.

- (x) Knock-in Valuation Time: [specify]/[Valuation Time]/[Any time on a Knock-in Determination Day]/Not applicable]
- (xi) Knock-in Value: [specify]
- (xii) Knock-in Observation Price Source: [specify]
- (xiii) Disruption Consequences: [Applicable/Not applicable]
- 26. Knock-out Event:** [Applicable/Not applicable]
- [If applicable:
- [specify]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]/[Knock-out Corridor Range]/[Knock-out Bottom Level/Knock-out Top Level: In respect of the Knock-out Bottom Level, "less than"/"less than or equal to" and in respect of the Knock-out Top Level, "greater than"/"greater than or equal to"]]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) SPS Knock-out Valuation: [Applicable/Not applicable]
- [If applicable replicate relevant provisions from Conditions]
- [If SPS Knock-out Valuation is not applicable and the Securities are Currency Linked Securities, specify if FX Knock-out Valuation is applicable]
- [If FX Knock-out Valuation is applicable, replicate relevant provisions from Payout Condition 1]
- [FX Coupon Performance: [Applicable/Not applicable]]
- [Performance Value: [Applicable/Not applicable]]
- (ii) [Price][Level]: [Knock-out Corridor Value 1: [Official level]/[Official close]/[last price]/[bid price]/[asked price]<sup>20</sup>/Not applicable]
- [Knock-out Corridor Value 2: [official level]/[official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level]<sup>21</sup>/Not applicable]]
- (iii) Knock-out [Price][Level] /Knock-out Range [Price][Level]/Knock-out Corridor Range/Knock-out Bottom Level/Knock-out [Knock-out Level: [specify]/[FX Knock-out Level]]
- [If FX Knock-out Level is specified, replicate relevant provisions from Payout Condition 1]

<sup>20</sup> Only applicable in relation to Index Linked Notes, Share Linked Notes, Debt Linked Notes, ETI Linked Notes, Commodity Linked Notes and Currency Linked Notes.

<sup>21</sup> Only applicable in relation to Index Linked Notes, Share Linked Notes, Debt Linked Notes, ETI Linked Notes, Commodity Linked Notes and Currency Linked Notes.

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- Top Level: *[If Knock-out Corridor Range is applicable:*  
*[If Knock-out Corridor Range is applicable:*  
 Knock-out Low Barrier: *[specify]*  
 Knock-out High Barrier: *[specify]*  
 [Knock-out Range Level: *[specify]*]  
 [Knock-out Bottom Level: *[specify]*]  
 [Knock-out Top Level: *[specify]*]
- (iv) Knock-out Period Beginning Date: *[specify]*
- (v) Knock-out Period Beginning Date Day Convention: [Applicable/Not applicable]
- (vi) Knock-out Determination Period: *[specify]*
- (vii) Knock-out Determination Day(s): *[specify]/[Each [Scheduled Trading Day/Scheduled Custom Index Business Day/Commodity Business Day/Fund Business Day/Business Day] in the Knock-out Determination Period]*
- (viii) Knock-out Period Ending Date: *[specify]*
- (ix) Knock-out Period Ending Date Day Convention: [Not applicable/Applicable]
- (x) Knock-out Valuation Time: *[specify]/[Any time on a Knock-out Determination Day]/[Valuation Time]/[Not applicable]*
- (xi) Knock-out Value: *[specify]*
- (xii) Knock-out Observation Price Source: *[specify]*
- (xiii) Disruption Consequences: [Applicable/Not applicable]
27. Method of distribution: [Syndicated/Non-syndicated]

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

28. Interest: [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Period(s): *[specify]*

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- (ii) Interest Period End Date(s): *[specify]*
  
- (iii) Business Day Convention for Interest Period End Date(s): *[Following / Modified Following / Preceding / FRN / None / Not applicable]*  
*(A Business Day Convention must be specified where the Reference Rate is SONIA, SOFR, €STR, SARON or TONA)*
  
- (iv) Interest Payment Date(s): *[specify]*
  
- (v) Specified Period: *[specify]*
  
- (vi) Business Day Convention for Interest Payment Date(s): *[Following / Modified Following / Preceding / FRN / None / Not applicable]*  
*(If a Business Day Convention is specified for Interest Period End Date(s), unless Interest Payment Date(s) is (are) expressed to be a number of Business Days after the relevant Interest Period End Final Date, Interest Payment Date(s) must be subject to the same Business Day Convention)*
  
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): *[specify]*
  
- (viii) Margin(s): *[[+/-][specify] per cent. per annum / Not applicable]*
  
- (ix) Minimum Interest Rate: *[[specify] per cent. per annum / As per Condition 5(e)]*
  
- (x) Maximum Interest Rate: *[[specify] per cent. per annum / Not applicable]*
  
- (xi) Rate Multiplier: *[specify][Not applicable]*
  
- (xii) Day Count Fraction: *[specify] / [unadjusted]*
  
- (xiii) Determination Dates: *[specify] in each year [insert regular payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.] (NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
  
- (xiv) Accrual to Redemption: *[Applicable/Not applicable]*  
  
*[If Accrual to Redemption is Not Applicable:*  
  
*Accrual to Preceding IPED: [Applicable/Not Applicable][insert in the case of Credit Linked Notes or other Notes where Accrual to Redemption is Not Applicable]]*
  
- (xv) Rate of Interest: *[Fixed Rate]*  
  
*[Floating Rate]*

[Linked Interest]

- (xvi) Coupon Rate (Include one or more of the following if applicable<sup>22</sup>)
- [SPS Fixed Coupon applicable  
*[Replicate formula, relevant values and other related provisions from Payout Condition I]*]
- [SPS Variable Amount Coupon applicable *[Replicate formula, relevant values and other related provisions from Payout Condition I]*]
- [Digital Coupon applicable:  
*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*]
- [Rate: [Fixed Rate]
- [Floating Rate]
- [Vanilla Call Rate  
*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*]
- [Vanilla Call Spread Rate  
*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*
- [Snowball Digital Coupon applicable:  
*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*]
- [Rate: [Fixed Rate]
- [Floating Rate]
- [Vanilla Call Rate  
*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*]
- [Vanilla Call Spread Rate  
*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]]]*
- [Accrual Digital Coupon applicable:  
*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*]

<sup>22</sup>

Refer to the contents page relating to Annex 1 (*Additional Terms and Conditions for Payouts*), which is on pages 852 to 858, for details of the location within the Payout Conditions of the terms and conditions that are applicable to the Securities given the Coupon/Premium Amount Rate, Payout or Entitlement Amount elections above.



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[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Stellar Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Cappuccino Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Ratchet Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*

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[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Driver Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Nova Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Sum Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]*

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[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[Option Max Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Option Min Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Transition Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Inflation and Rate Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Custom Index Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[FX Vanilla Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

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[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]]*

[FI Digital Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]]*

[FX Digital Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]]*

[Range Accrual Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

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[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]]*

[FX Range Accrual Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]]*

[FX Memory Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]]*

[Combination Floater Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

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[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]]*

[PRDC Coupon applicable:

*[Replicate formula and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]]*

[FI Digital Floor Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]]*

[FI Digital Cap Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

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[Floating Rate]

[Vanilla Call Rate]

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Vanilla Call Spread Rate]

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[FI Target Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

[Floating Rate – [Screen Rate Determination/ISDA Determination/FBF Determination]]

[Vanilla Call Rate]

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Vanilla Call Spread Rate]

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[Duration Adjusted Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[Dropback Accrued Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Condition 1.]]*

[Dropback Non-Accrued Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Condition 1.]]*

**29. Fixed Rate Provisions:**

[Applicable – the Notes are Fixed Rate Notes/Not applicable]

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

*(Specify if more than one fixed rate is to be determined)*

(i) Fixed Rate[(s)] of Interest: [specify] per cent. [per annum]

- (ii) Fixed Coupon Amount(s): ☐ *[specify]* per Calculation Amount / ☐ [Not applicable]
- (iii) Broken Amount(s): ☐ [Applicable / Not applicable]
- 30.** Floating Rate Provisions: ☐ [Applicable – the Notes are Floating Rate Notes/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (Specify if more than one floating rates is to be determined)*
- (i) Manner in which the Rate of Interest and Interest Amount is to be determined: ☐ [Screen Rate Determination/ISDA Determination/FBF Determination]
- (ii) Linear Interpolation: ☐ [Not applicable/Applicable – the Rate of Interest for the ☐ [long/short] ☐ [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (iii) Screen Rate Determination: ☐ [Applicable – ☐ [IBOR]/☐ [SONIA]/☐ [SOFR]/☐ [€STR]/☐ [SARON]/☐ [TONA]]/☐ [Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Reference Rate: ☐ [EURIBOR/STIBOR/SONIA/SOFR/€STR/SARON/TONA] (The Reference Rate must be EURIBOR, STIBOR, SONIA, SOFR, €STR, SARON or TONA)
- (b) Interest Determination Date(s): ☐ *[specify]*
- ☐ (Second T2 day prior to the start of each Interest Period if the Reference Rate is EURIBOR or second Stockholm business day prior to the start of each Interest Period if the Reference Rate is STIBOR)
- ☐ ☐ [●] London Business Days prior to each Interest Period End Final Date]
- (Include where the Reference Rate is SONIA)*
- ☐ ☐ [●] U.S. Government Securities Business Days prior to each Interest Period End Final Date]
- (Include where the Reference Rate is SOFR)*
- ☐ ☐ [●] T2 Business Days prior to each Interest Period End Final Date]
- (Include where the Reference Rate is €STR)*
- ☐ ☐ [●] Zurich Banking Days prior to each Interest Period End Final Date]



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*(Include where the Reference Rate is SARON)*

[[●] Tokyo Banking Days prior to each Interest Payment Date]

*(Include where the Reference Rate is TONA)*

(c) Specified Time: [Include where the Reference Rate is EURIBOR: 11:00 am, Brussels time]/[Include where the Reference Rate is STIBOR: 11:00am, Stockholm time]/[Not applicable]

(d) Relevant Screen Page: *[specify]/[The SOFR Screen Page]/[ECB Website]*  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate)*

*(Where the Reference Rate is SONIA and the Observation Method is SONIA Index with Observation Shift, include details as to where the SONIA Index is published or displayed and the relevant time for publication.)*

(e) [Calculation Method] *[Include where the Reference Rate is SONIA:*  
*[Compounded Daily]/[Weighted Average]]*  
*[Include where the Reference Rate is SOFR: [SOFR Arithmetic Mean]/[SOFR Compound]]*  
*[Include where the Reference Rate is TONA: [TONA Compound: [TONA Compound with Lookback]/[TONA Compound with Observation Period Shift]*

(f) [Observation Method] *[Include where the Reference Rate is SONIA: [Lag]/[Lock-out]/[Shift]/[SONIA Index with Observation Shift]]*  
*[Include where the Reference Rate is SOFR: [SOFR Compound with Lookback]/[SOFR Compound with Observation Period Shift]/[SOFR Index with Observation Shift]]*

*(Include where the Reference Rate is €STR:)*

*[Lag]/[Shift]]*

*[Include where the Reference Rate is TONA: [TONA Compound with Lookback]/[TONA Compound with Observation Period Shift]]*

(g) [Lookback Period] *[[specify] London Business Days]/[U.S. Government Securities Business Days]/[T2 Business Days]/[Zurich Banking Days]/[Tokyo Banking Days]/[As per the Conditions]/[Not applicable]]*

*(Include where the Reference Rate is SONIA, SOFR (where the Calculation Method is SOFR Compound: SOFR Compound with Lookback), €STR, SARON or TONA (where the Calculation Method is TONA Compound with*

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*Lookback) .)*

- (h) Reference Banks: [As per Condition 5][*specify*]
- (i) [Observation Shift Days: [[*specify*] U.S. Government Securities Business Days]/[As per the Conditions]/[Not applicable]]
- (Include where the Reference Rate is SOFR and the Calculation Method is SOFR Compound: SOFR with Observation Period Shift or SOFR Index with Observation Shift)*
- [[*specify*] Relevant Business Days]/[As per the Conditions]/[Not applicable]
- [Observation Shift Business Centre(s): [*specify*]]
- (Include where the Reference Rate is TONA and the Calculation Method is TONA Compound with Observation Period Shift)*
- (j) [SOFR Cut-Off Date: [As per Condition 5(d)(iii)(D)]/[*specify*] U.S. Government Securities Business Days]/[ Not applicable]]
- (Include where the Reference Rate is SOFR. Must apply where the Calculation Method is SOFR Arithmetic Mean)*
- (k) [SOFR Replacement Alternatives Priority: [As per Condition 5(d)(iii)(D)]/[*specify* order of priority of SOFR Replacement Alternatives listed in Condition 5(d)(iii)(D)]]
- (l) [Rate Cut-off Time: [*specify*]/[Not applicable]]
- (Include where the Reference Rate is €STR)*
- (m) [ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions]]
- (Include where the Reference Rate is either SOFR or €STR)*
- (iv) ISDA Determination: [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Floating Rate Option: [*specify*]
- (b) Designated Maturity: [*specify*]
- (c) Reset Date: [*specify*]
- [(N.B. The fallback provisions applicable to ISDA Determination under the 2006 ISDA Definitions are reliant upon the provision by reference banks of offered quotations for EURIBOR which, depending on market circumstances,*

*may not be available at the relevant time)]*

- 31.** FBF Determination: [Applicable/Not applicable]  
[If applicable:  
[specify relevant terms]]
- 32.** Zero Coupon Provisions: [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Accrual Yield: [specify] per cent. per annum
- (ii) Reference Price: [specify]
- 33.** Index Linked Interest Provisions: [Applicable – the Notes are Index Linked Interest Notes/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Basket of Indices: [specify]  
[The [specify] Index is a [Component Security]/[Multi-Exchange] Index.]<sup>23</sup>  
[The [specify] Index is a Custom Index.]<sup>24</sup>
- (ii) Index Currency: [specify]
- (iii) Screen Page: [specify]
- (iv) Interest Valuation Date(s): [specify]
- (v) Specified Maximum Days of Disruption: [specify] Scheduled Trading Days [As specified in Index Linked Condition 4][Not applicable]<sup>25</sup>
- (vi) Exchange Business Day: [(All Indices Basis)/(Per Index Basis)/(Single Index Basis)]  
[Exchange/Related Exchange: Applicable]
- (vii) Scheduled Trading Day: [(All Indices Basis)/(Per Index Basis)/(Single Index Basis)]  
[Exchange/Related Exchange: Applicable]  
*(must match election made for Exchange Business Day)*
- (viii) Exchange(s) and Index Sponsor(s): (a) The Exchange[s] [is/are] [specify]; and  
(b) The Index Sponsor is [specify]. *(In the case of a Basket of Indices, repeat in respect of each Index)*

<sup>23</sup> Specify each Component Security Index and/or Multi-Exchange Index (if any).

<sup>24</sup> Specify each Custom Index (if any).

<sup>25</sup> In the case of Custom Indices, complete item 25(vx)(f).

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- (ix) Related Exchange(s): [specify/[All Exchanges]]
- (x) Settlement Price: [Official opening level]/[Official closing level][price at the Valuation Time] [specify]
- (xi) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [specify]. Each such Weighting shall be subject to adjustment in accordance with Index Linked Condition 2]/[specify]. (N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Indices)]
- (xii) Valuation Time: [Scheduled Closing Time/Any time [on the relevant Settlement Price Date/during the Observation Period.] [specify] (N.B. if no time is specified, the Interest Valuation Time will be the Scheduled Closing Time)
- (xiii) Index Correction Period: [As per Index Linked Condition 6/specify/in the case of Custom Index: see item 33(xv)(e) below]
- (xiv) Redemption on the Occurrence of Index Adjustment Event: [Delayed Redemption on Occurrence of an Index Adjustment Event: Applicable/Not applicable]  
[if applicable:  
Protected Amount: [[specify] per cent. of the Specified Denomination]]  
[Highest Value: [Applicable/Not applicable]]  
[Market Value: [Applicable/Not applicable]]  
[Monetisation Option: [Applicable/Not applicable]]  
[If Highest Value or Monetisation Option are applicable: Protected Amount: [specify] per cent. of the Specified Denomination]  
[If the Calculation Agent determines an Index Adjustment Event constitutes a force majeure, Index Linked Condition 2(B)(ix) applies]
- (xv) Additional provisions applicable to Custom Indices: [Applicable/Not applicable]  
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Screen Page: [specify]
- (b) [Custom Index Business Day: [(All Indices Basis)/(Per Index Basis)(Single Index Basis)]/[Include the following in the case of Equity Custom Index Securities or Commodity Custom Index Securities: As per Index Linked Condition 8]]
- (c) [Scheduled Custom Index Business: [(All Custom Indices Basis)/(Per Custom Index Basis)/(Single Custom Index Basis)]/[Include the following in the case of Equity Custom Index Securities or Commodity

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- Day: *Custom Index Securities: As per Index Linked Condition 8]]*  
*(Must match election made for Custom Index Business Day)*
- (d) Valuation Time: [As per Index Linked Condition 8, being the time specified on the Valuation Date or an Averaging Date or Observation Date, as the case may be, for the calculation of the Settlement Price.]/[specify](N.B. if no time is specified, the Interest Valuation Time will be the Scheduled Closing Time)
- (e) Custom Index Correction Period: [As per Index Linked Condition 8]/[specify]  
*(In the case of Equity Custom Index Securities or Commodity Custom Index Securities, specify "As per Annex 2 (Additional Terms and Conditions for Index Linked Securities)")*
- (f) Custom Index Disruption Event: [[Specified Maximum Days of Disruption will be equal to: [specify]][In the case of a Custom Index other than an Equity Custom Index or a Commodity Custom Index: Scheduled Custom Index Business Days]/[In the case of an Equity Custom Index: Scheduled Trading Days]/[In the case of a Commodity Custom Index: Commodity Business Days]]/[As per Index Linked Condition 6]]  
*(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty Scheduled Custom Index Business Days (in the case of a Custom Index), eight Scheduled Trading Days (in the case of an Equity Custom Index) or five Commodity Business Days (in the case of a Commodity Custom Index))*
- (g) Custom Index Low Closing Trigger Event: [Applicable/Not applicable]  
*[If Custom Index Low Closing Trigger Event is applicable:*  
 Delayed Redemption on Occurrence of Custom Index Low Closing Trigger Event: [Applicable/Not applicable]  
 Low Closing Trigger Percentage: [●] per cent.  
 Low Closing Trigger Period: [specify]/[As per Index Linked Condition 6(C)]]
- (h) Outstanding Securities Trigger Event: [Applicable/Not applicable]  
*[If Outstanding Securities Trigger Event is applicable:*  
 Delayed Redemption on Occurrence of Outstanding Securities Trigger Event: [Applicable/Not applicable]  
 Outstanding Securities Trigger Level: [specify number of Securities]]
- (i) Redemption on Occurrence of Custom Index [Delayed Redemption on Occurrence of a Custom Index Adjustment Event [or Commodity Custom Index Market Disruption]: [Applicable with a rate of [●] per cent. per

Adjustment Event:		annum] [Applicable/Not applicable]]
		<i>[if applicable:</i>
		Protected Amount: <i>[[specify]</i> per cent. of the Specified Denomination]]
		[Highest Value: [Applicable/Not applicable]]
		[Market Value: [Applicable/Not applicable]]
		[Monetisation Option: [Applicable/Not applicable]]
		<i>[If Highest Value or Monetisation Option are applicable:</i>
		Protected Amount: <i>[specify]</i> per cent. of the Specified Denomination]
		[If the Calculation Agent determines a Custom Index Adjustment Event constitutes a force majeure, Index Linked Condition
		[6(B)[(1)/(2)/(3)](ii)(X)]/[6(B)(c)(vi)]/[6(B)(b)(vii)] [and 16.2(b)(iii)(F) applies]
34.	Share Linked Interest Provisions	[Applicable – the Notes are Share Linked Interest Notes /Not applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Share(s)/Share Company/Basket of Shares/GDR/ADR:	<i>[specify]</i> [GDR/ADR applicable] [Insert GDR/ADR] <sup>26</sup> [Stapled Shares applicable] <i>[Insert details of Stapled Shares and Stapled Share Constituents]</i> <sup>27</sup>
(ii)	Relative Performance Basket:	[Not applicable/specify]
(iii)	Share Currency:	<i>[specify]</i>
(iv)	ISIN of Share(s):	<i>[specify]</i>
(v)	Screen Page/Exchange Code:	<i>[specify]</i>
(vi)	Interest Valuation Date(s):	<i>[specify]</i>
(vii)	Exchange Business Day:	[(All Shares Basis)/(Per Share Basis)/(Single Share Basis)]

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

<sup>27</sup> Specify each Stapled Share Constituent comprising the Stapled Shares. In the case of Share Linked Securities relating to Stapled Shares, complete Share Linked Securities Final Terms as applicable for Stapled Shares reference asset(s).

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- (viii) Scheduled Trading Day: [(All Shares Basis)/(Per Share Basis)/(Single Share Basis)]  
(*must match election made for Exchange Business Day*)
- (ix) Exchange(s): The relevant Exchange[s] [is/are] [*specify*].
- (x) Related Exchange(s): [*specify*/All Exchanges]
- (xi) Settlement Price: [Official closing price]/[Italian Securities Reference Price]/[level at the Valuation Time]] [*specify*]
- (xii) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [*specify*]. Each such Weighting shall be subject to adjustment in accordance with Annex 3]/[*specify*]. (*N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Shares*)]
- (xiii) Valuation Time: [Scheduled Closing Time/Any time [on the relevant Settlement Price Date/during the Observation Period.]] [The Valuation Time is [*specify*]]
- (xiv) Share Correction Period: [As per Share Linked Condition 4/*specify*]
- (xv) Specified Maximum Days of Disruption: Specified Maximum Days of Disruption will be equal to [*specify*]/[eight]  
  
(*If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to eight*)
- (xvi) Tender Offer: [Applicable/Not applicable]
- (xvii) Listing Change: [Applicable/Not applicable]
- (xviii) Listing Suspension: [Applicable/Not applicable]
- (xix) Illiquidity: [Applicable/Not applicable]
- (xx) Redemption on the Occurrence of an Extraordinary Event: [Delayed Redemption on Occurrence of an Extraordinary Event: [Applicable/Not applicable]]  
  
[*if applicable*:  
  
Protected Amount: [[*specify*] per cent. of the Specified Denomination]]  
  
[Highest Value: [Applicable/Not applicable]]  
  
[Market Value: [Applicable/Not applicable]]  
  
[Monetisation Option: [Applicable/Not applicable]]  
  
[If the Calculation Agent determines that a Nationalisation or Insolvency constitutes a force majeure, Share Linked Condition 2(b)(B)(ii)(3) or 2(b)(B)(x) applies]

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- 35. Debt Linked Interest Provisions:** [Applicable – the Notes are Debt Linked Interest Notes /Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Debt Securities: [specify]
  - (ii) Nominal Amount: [The relevant nominal amount is [●] and the Relevant Screen Page is [●].][Not applicable]
  - (iii) Reference Price: [The Reference Price[s] for [specify relevant Debt Securities] is/are the [bid price]/[mid price]/[offer price]/[bid yield]/[mid yield]/[offer yield].] [Not applicable]
  - (iv) Exchange Business Day Centre(s): [specify]
  - (v) Valuation Time: [specify]
  - (vi) Interest Valuation Date: [specify]
  - (vii) Specified Maximum Days of Disruption: [As defined in Debt Linked Condition 5)]/[specify] Scheduled Trading Days.]
  - (viii) Delayed Redemption on Occurrence of Debt Security Redemption Event: [Applicable/Not applicable]  
[If applicable:  
  
Protected Amount: [[specify] per cent. of the Specified Denomination]]
  - (ix) Debt Security Issuer: [specify ]/[Not applicable]
  - (x) Debt Security Correction Period: [As per the Conditions]/[specify]/[Not applicable]
  - (xi) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Debt Securities to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment.]
- 36. Inflation Linked Interest Provisions:** [Applicable – the Notes are Inflation Linked Interest Notes./Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph) (If more than one Inflation Rate is to be determined, repeat items (i) to (viii) for each such Inflation Rate and, if FI Digital Coupon is applicable, distinguish between the Inflation Rate which is FI Rate A and the Inflation Rate which is FI Rate B)*
- (i) Inflation Index/Inflation Indices/Index Sponsor: [specify name of inflation index/indices]  
  
[specify name of index sponsor]



[Screen Page: *specify*]

- (ii) Related Bond: *specify*/Fallback Bond
  - (iii) Issuer of Related Bond: *specify*/[Not applicable]
  - (iv) Fallback Bond: [Applicable/Not applicable]
  - (v) Related Bond Redemption Event: [Applicable/Not applicable]
  - (vi) Substitute Inflation Index Level: [As determined in accordance with Inflation Linked Condition 1]*specify*
  - (vii) Cut-off Date: [In respect of a [Valuation Date], the day that is *specify* Business Days prior to such [Valuation Date]
  - (viii) Interest Valuation Date: *specify*
  - (ix) Reference Month: *specify*
  - (x) Initial Fixing Date: *specify*[Not applicable]
  - (xi) Inflation Index Level Adjustment: [Applicable/Not applicable]
  - (xii) Currency Adjustment: [Applicable/Not applicable]
  - (xiii) Index Cancellation: [Inflation Linked Condition 3(vii)(b) applies]/[Highest Value]/[Market Value]/[Monetisation Option]  
  
[If Highest Value or Monetisation Option are applicable: Protected Amount: *specify* per cent. of the Specified Denomination]  
  
[If the Calculation Agent determines an Index Cancellation constitutes a force majeure, Inflation Linked Condition 3(vii)(f) applies]
- 37. Commodity Linked Interest Provisions:** [Applicable – the Notes are Commodity Linked Interest Notes/Not applicable]  
  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Commodity/Commodities/Commodity Index/Commodity Indices: *specify*  
[The Sponsor[s] of the Commodity Index/Indices is/are *specify*]  
  
[Insert in the case of Commodities that are EU Allowances: The [Commodity]/*specify Commodities* [is an]/[are] EU Allowance[s]  
  
Relevant Registry: *specify*]
  - (ii) Pricing Date(s): *specify*

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- (iii) Initial Pricing Date: [specify]
- (iv) Final Pricing Date: [specify]
- (v) Commodity Reference Price: [specify]  
The Price Source is/are [specify]
- (vi) Delivery Date: [specify] / [Not applicable]
- (vii) Nearby Month: [specify]/ [Not applicable]
- (viii) Specified Price: [specify]/ [Not applicable]
- (ix) Exchange(s): The relevant Exchange[s] [is/are] [specify] / [Not applicable].
- (x) Specified Maximum Days of Disruption: [specify]/[As per Commodity Linked Condition 5]  
  
*(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five) (applicable only to Price Source Disruption or Trading Disruption)*
- (xi) Disruption Fallback(s): [As per Commodity Linked Condition 5.]/[Not applicable]
- (xii) Weighting: [Not applicable]/[specify]. Each such Weighting shall be subject to adjustment in accordance with Commodity Linked Condition 3]
- (xiii) Redemption following Market Disruption Event or Commodity Index Adjustment Event: [Commodity Linked Condition [2.1(iii)/3.2(a)(i)] applies]/[Highest Value]/[Market Value]/[Monetisation Option]  
  
*[If Highest Value or Monetisation Option are applicable: Protected Amount: [specify] per cent. of the Specified Denomination]*  
  
*[If the Calculation Agent determines a Market Disruption Event or Commodity Index Adjustment Event constitutes a force majeure, Commodity Linked Condition 2.1(vii) or 3.2(a)(v), respectively, applies]*
- 38.** Fund Linked Interest Provisions: [Applicable – the Notes are Fund Linked Interest Notes/Not applicable]
- (i) Fund/Fund Basket/Fund Index/Fund Indices/Euro Fund: [Specify Fund/Fund Basket/Fund Index/Fund Indices/Euro Fund]  
  
[The Fund Index Sponsor[s] of the Fund [Index/Indices] [is/are] [●]]  
  
[Fund Index Currency: [specify]]  
  
[The [specify] Fund is a Mutual Fund]

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[The [specify] Fund is a Hedge Fund]

[The [specify] Fund is a Private Equity Fund]

[The [specify] Fund is a Pool Investment Vehicle]

[[The [●] Fund is a Euro Fund]

[The Insurance Company is [specify]]

Provisional Minimum Rate: [specify website]

Gross Rate of Return: [specify website]

[Floor Rate of Return: Applicable – the Floor Rate of Return is [specify]]

Euro Fund Business Day Centre: [specify]/[Paris]]

*(If the Euro Fund Provisions are applicable delete items 38(ii) to (x) and 38(xv) to (xxiv) below and complete items 38(xi) and 38(xxv))*

[SC/FM Fund Events: Applicable]

- |        |                             |   |
|--------|-----------------------------|---|
| (ii)   | Fund Shares:                | [specify applicable interests in the Fund(s)]                           |
| (iii)  | Fund Documents:             | [As per Fund Linked Condition 1][specify]                               |
| (iv)   | Fund Business Day:          | [All Fund Share Basis]/[Per Fund Share Basis]/[Single Fund Share Basis] |
| (v)    | Maximum Days of Disruption: | [As per Fund Linked Condition 1]/[specify]                              |
| (vi)   | Fund Service Provider:      | [As per Fund Linked Condition 1]/[specify][Insert name]                 |
| (vii)  | Calculation Date(s):        | [specify] [Insert date]   |
| (viii) | Initial Calculation Date:   | [As per Fund Linked Condition 1]/[specify]                              |
| (ix)   | Final Calculation Date:     | [As per Fund Linked Condition 1]/[specify]                              |
| (x)    | Redemption Valuation Date:  | [specify]   |
| (xi)   | Hedging Date:               | [specify]   |
| (xii)  | NAV Trigger Percentage:     | [As per Fund Linked Condition 1]/[specify]                              |
| (xiii) | NAV Trigger Period:         | [As per Fund Linked Condition 1]/[specify]                              |
| (xiv)  | Volatility Trigger Event:   | [Applicable/Not applicable]   |

*[If Volatility Trigger Event is applicable:*

Volatility Trigger Percentage: [specify]

Volatility Trigger Period: [As per Fund Linked Condition

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1)/[specify]]

- (xv) Number of NAV Publication Days: [As per Fund Linked Condition 1)/[specify]]
- (xvi) AUM Level: [As per Fund Linked Condition 1)/[specify]]
- (xvii) Basket Trigger Level: [specify]/[ As per Fund Linked Condition 1]
- (xviii) Interest Valuation Date: [specify]
- (xix) Termination Amounts: [As per Fund Linked Condition 1][specify]/[Market Value]/[Highest Value]/[Monetisation Option]  
[Fund Event Force Majeure: Applicable]
- (xx) Termination Date: [specify]
- (xxi) Weighting: [Not applicable/[specify]. [Each such Weighting shall be subject to adjustment in accordance with Fund Linked Condition 4]
- (xxii) [Protected Amount [If Highest Value, Monetisation Option or Delayed Redemption on Occurrence of an Extraordinary Fund Event are applicable: [specify] per cent. of the Specified Denomination]
- (xxiii) Delayed Redemption on Occurrence of an Extraordinary Fund Event: [Applicable/Not applicable]
- (xxiv) Redemption on the Occurrence of Fund Index Adjustment Event: [Delayed Redemption on Occurrence of a Fund Index Adjustment Event: [Applicable/Not applicable]  
[if applicable:  
Early Redemption Amount: [Applicable/Not applicable]]  
[Highest Value: [Applicable/Not applicable]]  
[Market Value: [Applicable/Not applicable]]  
[Monetisation Option: [Applicable/Not applicable]]  
*[If Highest Value or Monetisation Option are applicable: Protected Amount: [specify] per cent. of the Specified Denomination]*  
  
[If the Calculation Agent determines a Fund Index Adjustment Event constitutes a force majeure, Fund Linked Condition 6(iv)(G) applies]
- (xxv) Delayed Payment Cut-Off Date: [As per Fund Linked Condition 1)/[specify]]
- (xxvi) Redemption on Occurrence of an Extraordinary Euro [Delayed Redemption on Occurrence of an Extraordinary

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Fund Event: Euro Fund Event: [Applicable/Not applicable]

[If applicable: Protected Amount:

[[specify] per cent. of the Calculation Amount]]•]]

39. Underlying Interest Rate Linked Interest Provisions: [Applicable – the Notes are Underlying Interest Rate Linked Interest Notes/Not applicable]

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

*(If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate<sub>1</sub>:" and "Underlying Interest Rate<sub>2</sub>:" and repeat paragraphs 36(i) to (vii) below, as applicable)*

(i) Underlying Interest Determination Date(s): [specify]

(ii) Manner in which the Underlying Interest Rate is to be determined: [Screen Rate Determination – [IBOR]/[SONIA]/[SOFR]/[€STR]/[SARON]/[TONA]/[ISDA Determination]

(iii) Screen Rate Determination: [Applicable]/[Not applicable]

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

(a) [Underlying Reference Rate: [specify] (Specify EURIBOR, SONIA, SOFR, €STR, SARON, TONA or other)

(b) Specified Time: [Include where the Underlying Reference Rate is EURIBOR: 11:00 am, Brussels time]/[specify]/[Not applicable]

(c) Relevant Screen Page: [specify]/[The SOFR Screen Page]/[ECB Website]

*(Where the Underlying Reference Rate is SONIA and the Observation Method is SONIA Index with Observation Shift, include details as to where the SONIA Index is published or displayed and the relevant time for publication.)*

(d) [Calculation Method: [Include where the Underlying Reference Rate is SONIA: [Compounded Daily]/[Weighted Average]]

*[Include where the Underlying Reference Rate is SOFR: [SOFR Arithmetic Mean]/[SOFR Compound]]]*

(e) [Observation Method: [Include where the Underlying Reference Rate is SONIA: [Lag]/[Lock-out]/[Shift]/[SONIA Index with Observation Shift]]

*[Include where the Underlying Reference Rate is SOFR: [SOFR Compound with Lookback]/[SOFR Compound with Observation Period Shift]/[SOFR Index with Observation*

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Shift]]

*[Include where the Underlying Reference Rate is €STR:  
[Lag]/[Shift]]*

*[Include where the Underlying Reference Rate is TONA:  
[TONA Compound with Lookback]/[TONA Compound  
with Observation Period Shift]]*

- (f) [Lookback Period: [[specify] [London Business Days]/[U.S. Government Securities Business Days]/[T2 Business Days]/[Zurich Banking Days]/[Tokyo Banking Days]/[As per the Conditions]/[Not applicable]]

*(Include where the Underlying Reference Rate is SONIA (where the Observation Method is Lag or Shift), SOFR (where the Calculation Method is SOFR Compound and the Observation Method is SOFR Compound with Lookback), €STR, SARON or TONA (where the Observation Method is TONA Compound with Lookback).)*

- (g) [Observation Shift Days: [[specify] U.S. Government Securities Business Days]/[As per the Conditions]/[Not applicable]]

*(Include where the Underlying Reference Rate is SOFR, the Calculation Method is SOFR Compound and the Observation Method is SOFR with Observation Period Shift or SOFR Index with Observation Shift)*

*[[specify] Relevant Business Days]/[As per the Conditions]/[Not applicable]*

*[Observation Shift Business Centre(s): [specify]]*

*(Include where the Underlying Reference Rate is TONA and the Observation Method is TONA Compound with Observation Period Shift)*

- (h) [SOFR Cut-Off Date: [As per Underlying Interest Linked Condition 3(c)]/[specify] U.S. Government Securities Business Days]/[Not applicable]]

*(Include where the Underlying Reference Rate is SOFR. Must apply where the Calculation Method is SOFR Arithmetic Mean)*

- (i) [SOFR Replacement Alternatives Priority: [As per Underlying Interest Linked Condition 3(c)(iv)]/[specify order of priority of SOFR Replacement Alternatives listed in Underlying Interest Rate Linked Condition 3(c)(iv)]]

- (j) [Rate Cut-off Time: [specify]/[As per Underlying Interest Linked Condition 3(d)]/[Not applicable]]

*(Include where the Underlying Reference Rate is €STR)*

- (k) [ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions]]

*(Include where the Underlying Reference Rate is either*

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*SOFR or €STR)*

- (l) Underlying Interest Period: [Underlying Interest Period Start Date: *[specify]*  
Underlying Interest Period End Date: *[specify]*]/  
*[Include where the Underlying Reference Rate is SONIA and Lag is specified as the Observation Method: *[specify]*]*
- (iv) ISDA Determination: [Applicable/Not applicable]  
*(If not applicable, delete the remain sub-paragraphs of this paragraph)*
- (a) Floating Rate Option: *[specify]*
- (b) Designated Maturity: *[specify]*
- (c) Reset Date: *[specify] (N.B. The fallback provisions applicable to ISDA Determination under the 2006 ISDA Definitions are reliant upon the provision by reference banks of offered quotations for EURIBOR which, depending on market circumstances, may not be available at the relevant time)*
- (v) Underlying Margin(s): [+/-][●] per cent. per annum
- (vi) Minimum Underlying Reference Rate: [●] per cent. per annum
- (vii) Maximum Underlying Reference Rate: [●] per cent. per annum
- 40.** ETI Linked Interest Provisions: [Applicable – the Notes are ETI Linked Interest Notes/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) ETI/ETI Basket: *[specify]*  
[SC/FM ETI Events: Applicable]
- (ii) ETI Interest(s): *[Insert type of ETI Interest(s)]*
- (iii) ETI Related Party: [As per ETI Linked Condition 1]/*[specify]*
- (iv) Exchange(s): [The relevant Exchange[s] [is/are] *[specify]*]/[Not applicable]
- (v) Related Exchange: *[specify]*/[All Exchanges]/[Not applicable]
- (vi) Exchange Business Day: [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]

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- |         |   |   |
|---------|---|---|
| (vii)   | Scheduled Trading Day:                        | [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]  |
| (viii)  | Calculation Date(s):                          | [As per ETI Linked Condition 1]/[specify]   |
| (ix)    | Initial Calculation Date:                     | [As per ETI Linked Condition 1]/[specify]   |
| (x)     | Final Calculation Date:                       | [specify]   |
| (xi)    | Hedging Date:                                 | [specify]   |
| (xii)   | Investment/AUM Level:                         | [As per ETI Linked Condition 1]/[specify]   |
| (xiii)  | Value per ETI Interest Trading Price Barrier: | [As per ETI Linked Condition 1]/[specify]   |
| (xiv)   | Number of Value Publication Days:             | [[specify] calendar days] [[specify] Business Days]   |
|         |   | [Additional Financial Centre: [specify]]  |
|         |   | <i>(N.B. Only applicable if Number of Value Publication Days is calculated by reference to Business Days)</i>   |
| (xv)    | Value Trigger Percentage:                     | [As per ETI Linked Condition 1]/[specify]   |
| (xvi)   | Value Trigger Period:                         | [As per ETI Linked Condition 1]/[specify]   |
| (xvii)  | Basket Trigger Level:                         | [As per ETI Linked Condition 1]/[specify]   |
| (xviii) | Settlement Price:                             | [Official closing price]/[Value per ETI Interest]   |
| (xix)   | Valuation Time:                               | [specify]   |
| (xx)    | Interest Valuation Time:                      | [specify]   |
| (xxi)   | Interest Valuation Date:                      | [specify]   |
| (xxii)  | Additional Extraordinary ETI Event(s):        | [specify]   |
| (xxiii) | Maximum Stock Loan Rate:                      | [Maximum Stock Loan Rate in respect of [specify in relation to each relevant ETI Interest] is [specify].]   |
| (xxiv)  | ETI Interest Correction Period:               | [As per ETI Linked Condition 1]/[specify]   |
| (xxv)   | Termination Date:                             | [specify]   |
| (xxvi)  | Market Disruption:                            | Specified Maximum Days of Disruption will be equal to [specify][eight (8)] Scheduled Trading Days.  |
| (xxvii) | Weighting:                                    | [The Weighting to be applied to each ETI Interest comprising the ETI Basket to ascertain the Settlement Price is [specify]. [Each such Weighting shall be subject to adjustment in the case of ETI Linked Notes] [specify][Not applicable] <i>(N.B. Only applicable in relation to Cash Settled</i> |



*Notes relating to an ETI Basket)*

- (xxviii) ETI Documents: [As per ETI Linked Condition 1]/[specify]
- (xxix) Delayed Redemption on the Occurrence of an Extraordinary ETI Event: [Applicable/Not applicable]  
[if applicable:  
Protected Amount: [[specify] per cent. of the Specified Denomination]]
- 41. Currency Linked Interest Provisions:** [Applicable – the Notes are Currency Linked Interest Notes/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) The relevant base currency (the "**Base Currency**") is: [specify]
- (ii) The relevant subject [currency/currencies] ([each a]/[the] "**Subject Currency**") [is/are]: [specify]
- (iii) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Currencies to ascertain the Settlement Price is [specify]]
- (iv) Price Source: [specify]
- (v) Specified Maximum Days of Disruption: Specified Maximum Days of Disruption will be equal to [specify]/[five]  
*(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)*
- (vi) Redemption on Occurrence of a Disruption Event: [Illiquidity Disruption: Not applicable]  
[Disruption Event Postponement: Not applicable]  
[Delayed Redemption on Occurrence of a Disruption Event: [Applicable/Not applicable]]  
[if applicable:  
Protected Amount: [[specify] per cent. of the Specified Denomination]  
[Highest Value:[Applicable/Not applicable]  
[Market Value: [Applicable/Not applicable]  
[Monetisation Option: [Applicable/Not applicable]]  
*[If Highest Value or Monetisation Option are applicable: Protected Amount: [specify] per cent. of the Specified*

Denomination]

[If the Calculation Agent determines that a Disruption Event constitutes a force majeure, Currency Linked Condition 3(c)(vi) applies]

(vii) Relevant Screen Page: [specify]

(viii) Settlement Price: [specify]

(ix) Valuation Time: [specify]

(x) Interest Valuation Date: [specify]

[Currency Convention: [As per Currency Linked Condition 1]/[Preceding Currency Convention]/[Modified Following Currency Convention]]

(xi) Delayed Redemption on Occurrence of a Disruption Event: [Applicable/Not applicable]

[if applicable:

Protected Amount: [specify] per cent. of the Specified Denomination]]

42. Additional Business Centre(s): [specify]

43. Rounding: [As per Condition 5(m)] [specify]

#### PROVISIONS RELATING TO REDEMPTION

44. Noteholder Put Option: [Applicable / Not applicable]

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

*[Specify any applicable notice period]*

(i) Optional Redemption Valuation Date: [specify]

(ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [Calculation Amount x [specify] per cent.]

[SPS Put Payout

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]]*

(iii) Optional Redemption Date: [specify]

(iv) Minimum Notice Period: [●]

(v) Maximum Notice Period: [●] *(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as*

*between the Issuer and the Agent.)*

- 45. Issuer Call Option:** [Applicable / Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Valuation Date(s): [specify]
- (ii) Optional Redemption Date(s): [specify]
- (iii) Optional Redemption Amount(s): [Calculation Amount x [specify] per cent.]  
[SPS Call Payout]  
*[Replicate formula, relevant value(s) and related provisions for Payout Condition I]*
- (iv) If redeemable in part:
- (a) Minimum Redemption Amount: [specify]
- (b) Maximum Redemption Amount: [specify]
- (v) Minimum Notice Period: [●]
- (vi) Maximum Notice Period: [●] *(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)*
- 46. Final Redemption Amount:** [Calculation Amount x [specify] per cent]/[Calculation Amount x Final Payout] [As per Credit Linked Conditions and paragraph 56 (*Credit Linked Provisions*) below]
- 47. Final Payout<sup>28</sup>:** [Not applicable]
- [SPS Fixed Percentage Securities;**
- [Replicate formula from Payout Condition I]*
- [SPS Reverse Convertible Securities;**
- [SPS Reverse Convertible Securities:**
- [Replicate formula, relevant value(s) and other related*

<sup>28</sup>

Refer to the contents page relating to Annex 1 (*Additional Terms and Conditions for Payouts*), which is on pages 852 to 858, for details of the location within the Payout Conditions of the terms and conditions that are applicable to the Securities given the Coupon/Premium Amount Rate, Payout or Entitlement Amount elections above.

*provisions from Payout Condition I]]*

[SPS Reverse Convertible Standard Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

**[SPS Vanilla Products;**

[Vanilla Call Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Vanilla Call Spread Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Vanilla Put Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Vanilla Put Spread Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Vanilla Digital Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

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

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Range Accrual Securities:

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

**[Asian Products;**

[Asian Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Asian Spread Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Himalaya Securities:

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*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]*

[Talisman Securities:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]*

**[Auto-Callable Products;**

[Autocall Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Autocall One Touch Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Autocall Standard Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

**[Indexation Products;**

[Certi Plus: Booster Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Bonus Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Leveraged Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Twin Win Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Super Sprinter Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Generic Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

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[Certi Plus: Generic Knock-in Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Generic Knock-out Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Ratchet Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Sum Securities

*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]*

[Capped and Floored Sum Securities:

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

[Option Max Securities

*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]*

[Option Min Securities:

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

[Stellar Securities

*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]*

[Driver Securities

*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]*

[Transition Securities

*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]*

[Cumulative Coupon Securities:

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

[Inflation and Rate Securities:

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

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[Maximum Final Payout: *[specify]*/Not applicable]

[Minimum Final Payout: *[specify]*/Not applicable]

[Worst Conditional Value: *[specify]*]

[Best Conditional Value: *[specify]*]

FI Payouts

[FI FX Vanilla Securities:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*]

[FI Digital Floor Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*]

[FI Digital Cap Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*]

[FI Digital Plus Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*]

[FI Inflation Securities:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*]

[Dropback Payout

[Dropback Securities.

*[Insert formula, relevant value(s) and other related provisions from Payout Condition 3.]*

**48.** Automatic Early Redemption:

[Applicable/Not applicable]

(i) Automatic Early Redemption Event:

[Target Automatic Early Redemption] [FI Underlying Automatic Early Redemption] [FI Coupon Automatic Early Redemption] [[Single]Standard Automatic Early Redemption: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"] [- Automatic Early Redemption Event 1]: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"] [Standard Automatic Early Redemption – Automatic Early Redemption Event 2 Applicable: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"] [SPS Target Automatic Early Redemption Event][[Dropback AER: ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]AER Dropback Trigger Value: [AER Dropback Value]/[Lowest ER Dropback Value]/[Dropback AER Trigger Event]][Automatic Early Redemption Event 1 [and]/[or] Automatic Early Redemption Event 2]

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[SPS AER Valuation: Applicable/Not applicable]

(ii) Automatic Early Redemption Valuation Time: [specify]

(iii) Automatic Early Redemption Payout: [Not applicable]

[SPS Automatic Early Redemption Payout:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

[SPS Target Automatic Early Redemption Payout:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

[SPS Transition Automatic Early Redemption Payout:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

[[SPS Accumulator AER Payout:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

Target Automatic Early Redemption:

Target Cumulative Coupon: [Applicable]/[Not applicable]

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*

[FI Underlying Automatic Early Redemption:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*

[FI Coupon Automatic Early Redemption:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*

[Dropback Automatic Early Redemption Payout:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 3]*

[Maximum Automatic Early Redemption Payout: [●]]

[Minimum Automatic Early Redemption Payout: [●]]

Accrual to Automatic Early Redemption: [Applicable/Not applicable]



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- (iv) Automatic Early [specify]  
Redemption Date(s):
- (v) [(A) Automatic Early [specify] [Not applicable]  
Redemption Level [1]:
- [(B) Automatic Early [specify]]  
Redemption Level 2:
- (vi) Automatic Early [specify] per cent.  
Redemption Percentage:  
[AER Rate: [●] per cent.]
- (vii) AER Exit Rate: [Not applicable]  
[AER Rate]  
*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*  
[AER Athena up Rate]  
*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*  
[AER CSN Rate]  
*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*
- (viii) Automatic Early [specify]  
Redemption Valuation  
Date(s)/Period(s): [AER 1 Redemption Valuation [Date(s)/Period(s)]:  
[specify]  
[AER 2 Redemption Valuation [Date(s)/Period(s)]:  
[specify][AER Knock-out Date]  
*[For Fixed Income payouts, consider whether this is the interest determination date (i.e. 2 business days prior to the Automatic Early Redemption Date)]*
- (ix) Observation Price Source: [specify]
- (x) Underlying Reference Level [Official level]/[Official close]/[last price]/[Bid price]/[Asked price]/Standard Underlying Reference Level]/[Multiple Underlying Reference Rate Value]<sup>29</sup>  
[Specify for purposes of Condition 7]
- (xi) Underlying Reference Level [Standard Underlying Reference Level]/[Not applicable]  
2:

<sup>29</sup>

Only applicable if FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms and Multiple Underlying Interest Rate is specified as applicable.

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- (xii) SPS AER Valuation: [Not applicable]/[Applicable:  
SPS AER Value [1]:  
*[Insert relevant value(s) and related provisions from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10]*
- (xiii) AER Event 1 Underlying(s): [See item [●] below]/[Not applicable]
- (xiv) AER Event 2 Underlying(s): [See item [●] below]/[Not applicable]
- (xv) AER Event 1 Basket: [Applicable]/[Not applicable]
- (xvi) AER Event 2 Basket: [Applicable]/[Not applicable]
- (xvii) Target Automatic Early Redemption Percentage: [[●] per cent]/[Not applicable]
- 49.** Index Linked Redemption Amount: [Applicable – the Notes are Index Linked Redemption Notes/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Basket of Indices: [*specify*]  
[The [*specify*] Index is a [Component Security]/[Multi-Exchange] Index.]<sup>30</sup>  
[The [*specify*] Index is a Custom Index]<sup>31</sup>
- (ii) Index Currency: [*specify*]/[Not applicable]
- (iii) Screen Page: [*specify*]
- (iv) Redemption Valuation Date: [*specify*]
- (v) Exchange Business Day: [(All Indices Basis)/(Per Index Basis)/(Single Index Basis)]  
[Exchange/Related Exchange: Applicable]
- (vi) Scheduled Trading Day: [(All Indices Basis)/(Per Index Basis)/(Single Index Basis)]  
[Exchange/Related Exchange: Applicable]  
*(must match election made for Exchange Business Day)*
- (vii) Exchange(s) and Index Sponsor(s): (a) The Exchange[s] [is/are] [*specify*]; and  
(b) The Index Sponsor is [*specify*].  
*(In the case of a Basket of Indices, repeat in respect of each Index)*

<sup>30</sup> Specify each Component Security Index and/or Multi-Exchange Index (if any).

<sup>31</sup> Specify each Custom Index (if any).

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- (viii) Related Exchange(s): [specify/All Exchanges]
- (ix) Settlement Price: [Official opening level]/[Official closing level]/[level at the Valuation Time][specify]
- (x) Weighting: [Not applicable/The Weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [specify]. Each such Weighting shall be subject to adjustment in accordance with Index Linked Condition 2]/[specify]. (N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Indices)]
- (xi) Valuation Time: [Scheduled Closing Time]/[Any time [on the relevant Settlement Price Date /during the Observation Period.] [specify] (N.B. If no time specified, the Valuation Time will be the Scheduled Closing Time) (N.B. Only applicable to Indices other than Custom Indices)]
- (xii) Index Correction Period: [As per Index Linked Condition 4/[specify]]
- (xiii) Specified Maximum Days of Disruption: Specified Maximum Days of Disruption will be equal to [specify]/[eight]:  
  
(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)
- (xiv) Delayed Redemption on the Occurrence of Index Adjustment Event: [Delayed Redemption on Occurrence of an Index Adjustment Event: [Applicable/Not applicable]  
  
[if applicable:  
  
[Protected Amount: [[specify] per cent. of the Specified Denomination]]  
  
[Highest Value: [Applicable/Not applicable]]  
  
[Market Value: [Applicable/Not applicable]]  
  
[Monetisation Option: [Applicable/Not applicable]]  
  
[If the Calculation Agent determines an Index Adjustment Event constitutes a force majeure, Index Linked Condition 2(B)(ix) applies]
- (xv) Additional provisions applicable to Custom Indices: [Applicable/Not applicable]  
  
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Screen Page: [●]
- (b) Custom Index Business Day: [(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)]
- (c) Scheduled Custom Index Business

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- Day: Basis)/(Single Custom Index Basis)]  
(*Must match election made for Custom Index Business Day*)
- (d) Custom Index Correction Period: [As per Index Linked Condition 8]/[specify]
- (e) Specified Maximum Days of Disruption Event: [Specified Maximum Days of Disruption will be equal to: [specify]/[As per Index Linked Condition 6]  
(*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty*)
- (f) Delayed Redemption on the Occurrence of Custom Index Adjustment Event: [Delayed Redemption on Occurrence of a Custom Index Adjustment Event: [Applicable /Not applicable]]  
[if applicable:  
Protected Amount: [specify] per cent. of the Specified Denomination]]  
[Highest Value: [Applicable/Not applicable]]  
[Market Value: [Applicable/Not applicable]]  
[Monetisation Option: [Applicable/Not applicable]]  
*[If Highest Value or Monetisation Option are applicable: Protected Amount: [specify] per cent. of the Specified Denomination]*  
[If the Calculation Agent determines a Custom Index Adjustment Event constitutes a force majeure, Index Linked Condition 6(B)(3)(ii)(X) applies]
- (g) Custom Index Low Closing Trigger Event: [Applicable/Not applicable]  
*[If Custom Index Low Closing Trigger Event is applicable: Delayed Redemption on Occurrence of Custom Index Low Closing Trigger Event: [Applicable/Not applicable]  
Low Closing Trigger Percentage: [●] per cent.  
Low Closing Trigger Period: [specify]/[As per Index Linked Condition 6]]*
- (h) Outstanding Securities Trigger Event: [Applicable/Not applicable]  
*[If Outstanding Securities Trigger Event is applicable: Delayed Redemption on Occurrence of Outstanding Securities Trigger Event: [Applicable/Not applicable]  
Outstanding Securities Trigger Level: [specify number of Certificates]]*

- 50.** Share Linked Redemption Amount: [Applicable – the Notes are Share Linked Redemption Notes/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Share(s)/Share Company/Basket Company/GDR/ADR: [insert type of Share(s) and Share Company/Basket Companies]  
[GDR/ADR applicable]<sup>32</sup>  
[Stapled Shares applicable]  
*[Insert details of Stapled Shares and Stapled Share Constituents]<sup>33</sup>*
- (ii) Relative Performance Basket: [Not applicable/specify]
- (iii) Share Currency: [specify]
- (iv) ISIN of Share(s): [specify]
- (v) Screen Page/Exchange Code: [specify]
- (vi) Redemption Valuation Date: [specify]
- (vii) Exchange Business Day: [(All Shares Basis)/(Per Share Basis)/(Single Share Basis)]
- (viii) Scheduled Trading Day: [(All Shares Basis)/(Per Share Basis)/(Single Share Basis)]  
*(must match election made for Exchange Business Day)*
- (ix) Exchange(s): The relevant Exchange[s] [is/are] [specify].
- (x) Related Exchange(s): [specify/All Exchanges]
- (xi) Settlement Price: [Official closing price]/[Italian Securities Reference Price]/[price at the Valuation Time]] [specify]
- (xii) Weighting: [Not applicable/The Weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [specify]. Each such Weighting shall be subject to adjustment in the case of Share Linked Notes]/[specify].  
*(N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Shares)]*
- (xiii) Valuation Time: [Scheduled Closing Time/Any time [on the relevant Settlement Price Date /during the Observation Period.] [The Valuation Time is [specify]] (N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time).

<sup>32</sup> Specify each GDR or ADR (if any). In the case of Share Linked Notes relating to a GDR/ADR, complete Share Linked Final Terms as applicable for GDR/ADR reference asset(s).

<sup>33</sup> Specify each Stapled Share Constituent comprising the Stapled Shares. In the case of Share Linked Securities relating to Stapled Shares, complete Share Linked Securities Final Terms as applicable for Stapled Shares reference asset(s).

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- |            |   |   |
|------------|---|---|
| (xiv)      | Share Correction Period:  | [As per Share Linked Condition 4/ <i>specify</i> ]  |
| (xv)       | Specified Maximum Days of Disruption:                           | <p>Specified Maximum Days of Disruption will be equal to [<i>specify</i>]/[eight]</p> <p><i>(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)</i></p>  |
| (xvi)      | [Tender Offer:  | [Applicable/Not applicable]]  |
| (xvii)     | Delayed Redemption on the Occurrence of an Extraordinary Event: | <p>Delayed Redemption on the Occurrence of an Extraordinary Event: [Applicable/Not applicable]</p> <p><i>[if applicable:</i></p> <p>[Protected Amount: [[<i>specify</i>] per cent. of the Specified Denomination]]</p> <p>[Highest Value: [Applicable/Not applicable]]</p> <p>[Market Value: [Applicable/Not applicable]]</p> <p>[Monetisation Option: [Applicable/Not applicable]]</p> |
| (xviii)    | Listing Change:   | [Applicable/Not applicable]   |
| (xix)      | Listing Suspension:   | [Applicable/Not applicable]   |
| (xx)       | Illiquidity:  | [Applicable/Not applicable]   |
| <b>51.</b> | Debt Linked Redemption Amount:                                  | <p>[Applicable - the Notes are Debt Linked Redemption Notes./Not applicable]</p> <p><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p>   |
| (i)        | Debt Securities:  | <i>[specify]</i>  |
| (ii)       | Reference Price:  | [The Reference Price[s] for [ <i>specify relevant Debt Securities</i> ] is/are the [bid price]/[mid price]/[offer price]/[bid yield]/[mid yield]/[offer yield].] [Not applicable]   |
| (iii)      | Nominal Amount:   | [The relevant nominal amount is [●] and the Relevant Screen Page is [●].][Not applicable]   |
| (iv)       | Exchange Business Day Centre(s):                                | <i>[Specify]</i>  |
| (v)        | Valuation Time:   | <i>[Specify]</i>  |
| (vi)       | Redemption Valuation Date:                                      | [                      ]  |
| (vii)      | Specified Maximum Days of Disruption:                           | [As defined in Debt Linked Condition 5/[ <i>specify</i> ] Scheduled Trading Days.][Not applicable]  |
| (viii)     | Delayed Redemption on Occurrence of Debt Security               | [Applicable/Not applicable]   |

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	Redemption Event:	<i>[if applicable:</i>  Protected Amount: <i>[[specify]</i> per cent. of the Specified Denomination <i>]]</i>
(ix)	Debt Security Issuer:	[ ]/[Not applicable]
(x)	Debt Security Correction Period:	[As per the Conditions]/[ ]/[Not applicable]
(xi)	Weighting:	[Not applicable/The weighting to be applied to each item comprising the Basket of Debt Securities to ascertain the Settlement Price is <i>[●]</i> . Each such Weighting shall be subject to adjustment.]
<b>52.</b>	Inflation Linked Redemption Amount:	[Applicable - the Notes are Inflation Linked Redemption Notes./Not applicable]  <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Inflation Index/Inflation Indices/Index Sponsor:	<i>[specify name of inflation index/indices]</i> <i>[specify name of inflation index sponsor(s)]</i>
(ii)	Related Bond:	<i>[specify]</i> /Fallback Bond
(iii)	Issuer of Related Bond:	<i>[specify]</i> /[Not applicable]
(iv)	Fallback Bond:	[Applicable/Not applicable]
(v)	Related Bond Redemption Event:	[Applicable/Not applicable]
(vi)	Substitute Inflation Index Level:	[As determined in accordance with Inflation Linked Condition 1] <i>[specify]</i> .
(vii)	Cut-off Date:	[In respect of a [Valuation Date], the day that is [specify] Business Days prior to such [Valuation Date].
(viii)	Valuation Date/Redemption Valuation Date:	<i>[specify]</i>
(ix)	Reference Month:	<i>[specify]</i>
(x)	Initial Fixing Date:	<i>[specify]</i> /[Not applicable]
(xi)	Final Fixing Date:	<i>[specify]</i> /[Not applicable]
(xii)	Inflation Index Level Adjustment:	[Applicable/Not applicable]
(xiii)	Currency Adjustment:	[Applicable/Not applicable]
(xiv)	Index Cancellation:	[Applicable/Not applicable]  [Inflation Linked Condition 3(vii)(b) applies]/[Highest

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Value]/[Market Value]/[Monetisation Option]

[If Highest Value or Monetisation Option are applicable:  
Protected Amount: [specify] per cent. of the Specified  
Denomination]

[If the Calculation Agent determines an Index Cancellation constitutes a force majeure, Inflation Linked Condition 3(vii)(f) applies]

- |        |   |   |
|--------|---|---|
| 53.    | Commodity Linked Redemption Amount:   | [Applicable – the Notes are Commodity Linked Redemption Notes/Not applicable]   |
|        |   | <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>   |
| (i)    | Commodity/Commodities/Commodity Index/Commodity Indices:                          | [specify]<br>[The Sponsor[s] of the Commodity Index/Indices is/are [specify]]   |
| (ii)   | Pricing Date(s):  | [specify]   |
| (iii)  | Initial Pricing Date:   | [specify]   |
| (iv)   | Final Pricing Date:   | [specify]   |
| (v)    | Commodity Reference Price:  | [specify]<br>The Price Source is/are: [specify]   |
| (vi)   | Delivery Date:  | [specify] / [Not applicable]  |
| (vii)  | Nearby Month:   | [specify] / [Not applicable]  |
| (viii) | Specified Price:  | [specify]/[Not applicable]  |
| (ix)   | Exchange(s):  | The relevant Exchange[s] [is/are] [specify] / [Not applicable]  |
| (x)    | Specified Maximum Days of Disruption:   | [specify]/[five]<br><br><i>(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)</i>                                  |
| (xi)   | Disruption Fallback(s):   | [As per Commodity Linked Condition 2]/Not applicable]   |
| (xii)  | Weighting:  | [Not applicable/[specify]. Each such Weighting shall be subject to adjustment in accordance with Commodity Linked Condition 3]  |
| (xiii) | Redemption following Market Disruption Event or Commodity Index Adjustment Event: | [Commodity Linked Condition 2.1(iii)/3.2(a)(i) applies]/[Highest Value]/[Market Value]/[Monetisation Option]<br><br><i>[If Highest Value or Monetisation Option are applicable:</i> |



Protected Amount: *[specify]* per cent. of the Specified Denomination]

[If the Calculation Agent determines a Market Disruption Event or Commodity Index Adjustment Event constitutes a force majeure, Commodity Linked Condition 2.1(vii) or 3.2(a)(v), respectively, applies]

- 54. Fund Linked Redemption Amount:** [Applicable – the Notes are Fund Linked Redemption Notes/Not applicable]
- (i) Fund/Fund Basket/Fund Index/Fund Indices: *[Specify Fund/Fund Basket/Fund Index/Fund Indices]*
- [The Fund Index Sponsor[s] of the Fund [Index/Indices] [is/are] [●]]
- [Fund Index Currency: *[specify]*]
- [The *[specify]* Fund is a Mutual Fund]
- [The *[specify]* Fund is a Hedge Fund]
- [The *[specify]* Fund is a Private Equity Fund]
- [The *[specify]* Fund is a Pool Investment Vehicle]
- [SC/FM Fund Events: Applicable]
- (ii) Fund Share(s): *[specify]*
- (iii) Fund Documents: [As per Fund Linked Condition 1]/*[specify]*
- (iv) Fund Business Day: [All Fund Share Basis]/[Per Fund Share Basis]/[Single Fund Share Basis]
- (v) Maximum Days of Disruption: [As per Fund Linked Condition 1]/*[specify]*
- (vi) Fund Service Provider: [As per Fund Linked Condition 1]/*[specify]* *[Insert name]*
- (vii) Calculation Date(s): [As per Fund Linked Condition 1]/*[specify]* *[Insert date]*
- (viii) Initial Calculation Date: *[specify]*/[Not applicable]
- (ix) Final Calculation Date: *[specify]*/[Not applicable]
- (x) Redemption Valuation Date: *[specify]*
- (xi) Hedging Date: *[specify]*/[Not applicable]
- (xii) AUM Level *[specify]*/[Not applicable]
- (xiii) NAV Trigger Percentage: [As per Fund Linked Condition 1]/*[specify]*
- (xiv) NAV Trigger Period: *[specify]*
- (xv) Volatility Trigger Event: [Applicable/Not applicable]
- [If Volatility Trigger Event is applicable:*

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Volatility Trigger Percentage: [specify]

Volatility Trigger Period: [As per Fund Linked Condition 1]/[specify]

- (xvi) Number of NAV Publication Days: [specify]
- (xvii) Basket Trigger Level: [specify]
- (xviii) Termination Amount: [As per Fund Linked Condition 1][specify]/[Market Value]/[Highest Value]/[Monetisation Option]  
[Fund Event Force Majeure: Applicable]
- (xix) Termination Date: [specify]
- (xx) Weighting: [Not applicable/[specify]. Each such Weighting shall be subject to adjustment in accordance with Fund Linked Condition 4]
- (xxi) [Protected Amount] *[If Highest Value, Monetisation Option or Delayed Redemption on Occurrence of an Extraordinary Fund Event are applicable: [specify] per cent. of the Specified Denomination]*
- (xxii) Delayed Redemption on Occurrence of an Extraordinary Fund Event: [Applicable/Not applicable]
- (xxiii) Redemption on the Occurrence of Fund Index Adjustment Event: [Delayed Redemption on Occurrence of a Fund Index Adjustment Event: [Applicable/Not applicable]  
[if applicable:  
Early Redemption Amount: [Applicable/Not applicable]]  
[Highest Value: [Applicable/Not applicable]]  
[Market Value: [Applicable/Not applicable]]  
[Monetisation Option: [Applicable/Not applicable]]  
*[If Early Redemption Amount, Highest Value or Monetisation Option are applicable: Protected Amount: [specify] per cent. of the Specified Denomination]*  
[If the Calculation Agent determines a Fund Index Adjustment Event constitutes a force majeure, Fund Linked Condition 6(iv)(F) applies]
- (xxiv) Redemption on the Occurrence of Extraordinary Euro Fund Event: [Delayed Redemption on Occurrence of an Extraordinary Euro Fund Event: [Applicable/Not applicable]  
[if applicable:  
Protected Amount: [specify] per cent. of the Specified

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Denomination]]

(xxv) [Delayed Payment Cut Off Date: [specify]]

55. Underlying Interest Rate Linked Redemption Amount: [Applicable – the Notes are Underlying Interest Rate Linked Redemption Notes/Not applicable]

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

*(If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate<sub>1</sub>:" and "Underlying Interest Rate<sub>2</sub>:" and repeat paragraphs 55(i) to (vii) below, as applicable)*

(i) Underlying Interest Determination Date(s): [specify]

(ii) Manner in which the Underlying Interest Rate is to be determined: [Screen Rate Determination – [IBOR]/[SONIA]/[SOFR]/[€STR]/[SARON]/[TONA]/ISDA Determination]

(iii) Screen Rate Determination: [Applicable/Not applicable]

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

(a) Underlying Reference Rate: [specify] *(Specify EURIBOR, SONIA, SOFR, €STR, SARON, TONA or other)*

(b) Specified Time: *[Include where the Underlying Reference Rate is EURIBOR: 11:00 am, Brussels time]/[specify]/[Not applicable]*

(c) Relevant Screen Page: [specify]/[The SOFR Screen Page]/[ECB Website]

*(Where the Underlying Reference Rate is SONIA and the Observation Method is SONIA Index with Observation Shift, include details as to where the SONIA Index is published or displayed and the relevant time for publication.)*

(d) [Calculation Method: [Include where the Underlying Reference Rate is SONIA: [Compounded Daily]/[Weighted Average]]

*[Include where the Underlying Reference Rate is SOFR: [SOFR Arithmetic Mean]/[SOFR Compound]]]*

(e) Observation Method: *[Include where the Underlying Reference Rate is SONIA: [Lag]/[Lock-out]/[Shift]/[SONIA Index with Observation Shift]]*

*[Include where the Underlying Reference Rate is SOFR: [SOFR Compound with Lookback]/[SOFR Compound with Observation Period Shift]/[SOFR Index with Observation*

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Shift]]

*[Include where the Underlying Reference Rate is €STR:  
[Lag]/[Shift]]*

*[Include where the Underlying Reference Rate is TONA:  
[TONA Compound with Lookback]/[TONA Compound  
with Observation Period Shift]]*

- (f) [Lookback Period: [[specify] [London Business Days]/[U.S. Government Securities Business Days]/[T2 Business Days]/[Zurich Banking Days]/[Tokyo Banking Days]/[As per the Conditions]/[Not applicable]]

*(Include where the Underlying Reference Rate is SONIA (where the Observation Method is Lag or Shift), SOFR (where the Calculation Method is SOFR Compound and the Observation Method is SOFR Compound with Lookback), €STR, SARON or TONA (where the Observation Method is TONA Compound with Lookback).)*

- (g) [Observation Shift Days: [[specify] U.S. Government Securities Business Days]/[As per the Conditions]/[Not applicable]]

*(Include where the Underlying Reference Rate is SOFR, the Calculation Method is SOFR Compound and the Observation Method is SOFR with Observation Period Shift or SOFR Index with Observation Shift)*

*[[specify] Relevant Business Days]/[As per the Conditions]/[Not applicable]*

*[Observation Shift Business Centre(s): [specify]]*

*(Include where the Underlying Reference Rate is TONA and the Observation Method is TONA Compound with Observation Period Shift)*

- (h) [SOFR Cut-Off Date: [As per Underlying Interest Linked Condition 3(c)]/[specify] U.S. Government Securities Business Days]/[Not applicable]]

*(Include where the Underlying Reference Rate is SOFR. Must apply where the Calculation Method is SOFR Arithmetic Mean)*

- (i) [SOFR Replacement Alternatives Priority: [As per Underlying Interest Linked Condition 3(c)(iv)]/[specify order of priority of SOFR Replacement Alternatives listed in Underlying Interest Rate Linked Condition 3(c)(iv)]]

- (j) [Rate Cut-off Time: [specify]/[As per Underlying Interest Linked Condition 3(d)]/[Not applicable]]

*(Include where the Underlying Reference Rate is €STR)*

- (k) [ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions]]

*(Include where the Underlying Reference Rate is either*

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*SOFR or €STR)*

- (l) Underlying Interest Period: *[Underlying Interest Period Start Date: [specify]*  
*Underlying Interest Period End Date: [specify]]/*  
*[Include where the Underlying Reference Rate is SONIA and Lag is specified as the Observation Method: [specify]]]*
- (iv) ISDA Determination: *[Applicable/Not applicable]*  
*(if not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Floating Rate Option: *[specify]*
- (b) Designated Maturity: *[specify]*
- (c) Reset Date: *[specify]*  
*(N.B. The fallback provisions applicable to ISDA Determination under the 2006 ISDA Definitions are reliant upon the provision by reference banks of offered quotations for EURIBOR which, depending on market circumstances, may not be available at the relevant time)*
- (v) Underlying Margin(s): *[+/-][●] per cent. per annum*
- (vi) Minimum Underlying Reference Rate: *[●] per cent. per annum*
- (vii) Maximum Underlying Reference Rate: *[●] per cent. per annum*
- 56.** Credit Linked Provisions: *[Applicable [– the Notes are Credit Linked Redemption Notes]/[Not applicable]*
- (i) Type of Credit Linked Notes *[Single Reference Entity Credit Linked Note]*  
*[Nth-to-Default Credit Linked Note]*  
*N: [specify]*  
*M: [[●]/Not applicable]*  
*[Unwind Costs for the Remaining Names: [Applicable/Not applicable]*  
*Substitution: [Not applicable] [Applicable]]*  
*[Linear Basket Credit Linked Note]*  
*Substitution: [Not applicable] [Applicable]*

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- Zero Recovery: [Applicable/Not applicable]
- No Prior Event [Not applicable] [Applicable]
- Determination Date:
- (ii) Transaction Type: [Standard North American Corporate][Standard European Corporate][Standard European Financial Corporate][Standard European CoCo Financial Corporate][Standard European Senior Non-Preferred Financial Corporate][Standard Subordinated European Insurance Corporate][Standard Emerging European Corporate LPN][Standard Emerging European Corporate][Standard Latin America Corporate BL][Standard Australia [Financial] Corporate][Standard New Zealand [Financial] Corporate][Standard Japan [Financial] Corporate][Standard Singapore [Financial] Corporate][Standard Asia [Financial] Corporate][Standard Sukuk Corporate][Standard Western European Sovereign][Standard Latin America Sovereign][Standard Emerging European & Middle Eastern Sovereign][Standard Australia Sovereign][Standard New Zealand Sovereign][Standard Japan Sovereign][Standard Singapore Sovereign][Standard Asia Sovereign][Standard Sukuk Sovereign][Standard U.S. Municipal Full Faith and Credit][Standard U.S. Municipal General Fund][Standard U.S. Municipal Revenue] *[specify]*
- (iii) Maturity Date: *[specify]*
- (iv) Reference Entity(ies): *[specify]* <sup>34</sup>
- Index Sponsor: [Applicable *[specify]*]/[Not applicable]
- (v) Reference Entity Notional Amount *[specify]* [As per Credit Linked Condition 10]
- (vi) Reference Obligation(s):
- (a) Non-Standard Reference Obligation: [Applicable/not applicable/*[specify]*]
- [The obligation identified as follows:
- [With respect to [●]] (*Delete if Single Reference Entity*)
- Primary Obligor: *[specify]*
- Guarantor:*[specify]*
- Maturity: *[specify]*

<sup>34</sup>

NB. The Reference Entity (or the issuer of the reference obligation) must have securities admitted to trading on a regulated market equivalent third country market or SME Growth Market. Include information required by Item 2.2.2 of Annex 17 of Commission Delegated Regulation (EU) 2019/980 including name, ISIN, address, country of incorporation, industry or industries in which the reference entity (or the issuer of the reference obligation) operates and the name of the regulated market, equivalent third country market or SME Growth Market on which its securities are admitted.

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Coupon: *[specify]*

CUSIP/ISIN: *[specify]*

[Seniority Level: [Senior Level][Subordinated Level]*[specify]*][Not applicable]

Original Issue Amount: *[specify]*

[The obligation specified as the Reference Obligation above shall be the Original Non-Standard Reference Obligation notwithstanding that such obligation is not an obligation of the Reference Entity, and notwithstanding any contrary provision of the definition of "Original Non-Standard Reference Obligation" (and, for the avoidance of doubt, paragraph (a) of the definition thereof applies).] *[Delete if not applicable or if Reference Obligation above is an obligation of the Reference Entity]*

(b) Standard Reference Obligation: [Applicable/Not applicable/*[specify]*]

[Seniority Level: [Senior]/[Subordinated]/[●]/[Not applicable]]

Maturity: [●]

Coupon: [●]

CUSIP/ISIN: [●]

(vii) Credit Linked Interest Only: [Applicable/Not applicable]

(viii) Credit Linked Principal Only: [Applicable/Not applicable]

(ix) Settlement Method: [Auction Settlement]

[Cash Settlement][Final Price [●]] [Minimum Quotation Amount [●]] [Physical Settlement]

[Not applicable] *(insert for Zero Recovery Credit Linked Notes)*

[Unwind Costs: [Not applicable] [●]] *[Delete if Unwind Costs are applicable]* [No Charged Assets Loss is applicable]

[Payment Requirement [●]]

[Default Requirement [●]] *[Delete if not applicable]*

(x) Fallback Settlement Method [Cash Settlement] [Physical Settlement]

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- (xi) Settlement Deferral: [Applicable] [Not applicable]
- (xii) Settlement Currency [specify]
- (xiii) Settlement at Maturity: [Applicable] [Not applicable]
- (xiv) Merger Event: [Credit Linked Condition 2(c) [Applicable/Not applicable]]  
(If Applicable):  
[Merger Event Redemption Date: [●]]
- (xv) LPN Reference Entities [Applicable/Not applicable/[specify]/As per the Transaction Type]
- (xvi) Terms relating to Cash Settlement: [As per Credit Linked Condition 2] [Not applicable]
- (xvii) Terms relating to Physical Settlement [As per Credit Linked Condition 4] [Not applicable]
- (xviii) NTCE Provisions: [Applicable/Not applicable/As per the Transaction Type]  
[Where NTCE Provisions are applicable:]  
[Fallback Discounting: [Applicable/Not applicable/As specified in the Exhibit to the Final Terms/As per the Transaction Type]]  
[Credit Deterioration Requirement: [Applicable/Not applicable/As specified in the Exhibit to the Final Terms/As per the Transaction Type]]
- (xix) Accrual of Interest upon Credit Event: [As per Credit Linked Condition 3(a)(A)(i)] [As per Credit Linked Condition 3(a)(A)(ii)] [As per Credit Linked Condition 3(a)(B)] [Continued Interest Accrual applicable]
- (xx) Interest: [specify][No Interest Post Scheduled Redemption is applicable]
- (xxi) Hybrid Credit Linked Notes: [Applicable/Not applicable]  
(Delete below if not applicable)  
Event Determination Date Overrides Automatic Early Redemption: [Applicable/Not applicable]  
Credit Linked Calculation Basis: [Applicable/Not applicable]  
[Excluded Items: [Item 47 (Final Payout) (Include Item 47 (Final Payout) as an Excluded Item where the Final Payout overrides item 56 (Credit Linked Provisions))] [●]] (Delete if not applicable)
- (xxii) Additional Credit Linked Security Disruption [The following Additional Credit Linked Security



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- Events: Disruption Events apply to the Notes:] [Not applicable]  
*(Specify each of the following which applies.)*  
 [Change in Law]  
 [Hedging Disruption]  
 [Increased Cost of Hedging]
- (xxiii) Additional Provisions: [Change in Standard Terms and Market Conventions: [Not Applicable]] *[Delete if Change in Standard Terms and Market Conventions applies]*  
 [In respect of *[specify relevant Reference Entity]*, [Include Accrued Interest] [Exclude Accrued Interest] applicable]
- (xxiv) Credit Event Backstop Date [The date that is 60 calendar days prior to the Trade Date] [Issue Date] [Other]
- (xxv) Credit Observation Period End Date [Applicable: *[specify]*] [Not applicable]
- (xxvi) Principal Protection Level: *[specify]*
- (xxvii) CoCo Supplement: [Applicable/Not applicable/As per the Transaction Type]  
*(Delete if CoCo Supplement is not applicable)*  
 [Trigger Percentage: [●] [/As specified in Annex 10 (Annex for Credit Linked Securities)]
- (xxviii) Calculation and Settlement Suspension [Applicable] [Not applicable]
- (xxix) Payer/Receiver Option: [Applicable/Not applicable]  
*(Delete below if not applicable)*  
 [Option Type: [Payer]/[Receiver]  
 CDS Notional Amount: [●]  
 Underlying Index: [●]  
 Index Quotation Method: [Upfront]/[Spread], where:  
 – [Spread: [●]]  
 – [Upfront: [●]]  
 Option Expiration Time: [●]  
 Option Expiry Date: [●]

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Option Settlement Date: [●]

Option Outstanding Notional Amount per Credit Linked Security: [●]/[as per the Credit Linked Conditions]

Market Maker: [●]

Automatic Roll: [Applicable/Not applicable]

*(Delete below if not applicable)*

– Automatic Roll Period: [●]

– Frequency: [●]/[As per the Credit Linked Conditions]]

(xxx) FX Adjustment: [Applicable/Not applicable]

*(Delete below if not applicable)*

– [The Final Adjustment shall be determined [in accordance with the following: [●]]/[as per the Credit Linked Conditions]]

– Initial FX Level: [●]

– Reference Currency: [●]

– Screen Page: [●]

– Determination Time: [●]

**57.** ETI Linked Redemption Amount: [Applicable – the Notes are ETI Linked Redemption Notes/Not applicable]

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

(i) ETI/ETI Basket: [specify]

[SC/FM ETI Events: Applicable]

(ii) ETI Interest(s): [insert type of ETI Interest(s)]

(iii) ETI Related Party: [As per ETI Linked Condition 1]/[specify]

(iv) ETI Documents: [As per ETI Linked Condition 1]/[specify]

(v) Exchange(s): The relevant Exchange[s] [is/are] [specify]. [Not applicable]

(vi) Related Exchange: [specify]/[All Exchanges]/[Not applicable]

(vii) Scheduled Trading Day: [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]

*(must match election made for Exchange Business Day)*

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- (viii) Exchange Business Day: [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
- (ix) Redemption Valuation Date: [*specify*]
- (x) Calculation Date(s): [As per ETI Linked Condition 1]/[*specify*]
- (xi) Initial Calculation Date: [*specify*]/[Not applicable]
- (xii) Final Calculation Date: [*specify*]/[Not applicable]
- (xiii) Hedging Date: [*specify*]
- (xiv) Investment/AUM Level: [As per ETI Linked Condition 1][*specify*]
- (xv) Value per ETI Interest/Trading Price Barrier: [As per ETI Linked Condition 1][*specify*]
- (xvi) Number of Value Publication Days: [[*specify*] calendar days] [[*specify*] Value Business Days]  
[Value Business Day Centre: [*specify*]]  
  
*(N.B. Only applicable if Number of Value Publication Days is calculated by reference to Value Business Days)*
- (xvii) Value Trigger Percentage: [As per ETI Linked Condition 1][*specify*]
- (xviii) Value Trigger Period: [As per ETI Linked Condition 1][*specify*]
- (xix) Basket Trigger Level: [As per ETI Linked Condition 1][*specify*]
- (xx) Settlement Price: [Official closing price]/[Value per ETI Interest]
- (xxi) Weighting: [Not applicable/The Weighting to be applied to each item comprising the ETI Basket to ascertain the Settlement Price is [*specify*]. Each such Weighting shall be subject to adjustment in the case of ETI Linked Notes]/[*specify*]. *(N.B. Only applicable in relation to Cash Settled Notes relating to an ETI Basket)*
- (xxii) Valuation Time: [Scheduled Closing Time/Any time [on the relevant Settlement Price Date /during the Observation Period.] [The Valuation Time is [*specify*]](*N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time*).
- (xxiii) Maximum Stock Loan Rate: [Maximum Stock Loan Rate in respect of [*specify in relation to each relevant ETI Interest*] is [*specify*].]
- (xxiv) ETI Interest Correction Period: [As per ETI Linked Condition 1]/[*specify*]
- (xxv) Termination Date: [*specify*]
- (xxvi) Market Disruption: [Specified Maximum Days of Disruption will be equal to [*specify*] [eight (8)] Scheduled Trading Days]

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- (xxvii) Delayed Redemption on the Occurrence of an Extraordinary ETI Event: [Applicable/Not applicable]  
[if applicable:  
Protected Amount: *[[specify]* per cent. of the Specified Denomination]]
58. Currency Linked Redemption Amount: [Applicable – the Notes are Currency Linked Redemption Notes/Not applicable]  
*[specify]*
- (i) Relevant Screen Page: *[specify]*
- (ii) The relevant base currency (the "**Base Currency**") is: *[specify]*
- (iii) The relevant subject *[specify]*  
[currency/currencies] (each a)/[the] "**Subject Currency**") [is/are]:
- (iv) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Currencies to ascertain the Settlement Price is *[specify]*]
- (v) Price Source: *[specify]*
- (vi) Settlement Price: *[specify]*
- (vii) Specified Maximum Days of Disruption: Specified Maximum Days of Disruption will be equal to *[specify]/[five]/[Not applicable]*  
*(If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to five)*
- (viii) Valuation Time: *[specify]*
- (ix) Redemption on the Occurrence of a Disruption Event: [Illiquidity Disruption: Not applicable]  
[Disruption Event Postponement: Not applicable]  
[Delayed Redemption on Occurrence of a Disruption Event: [Applicable/Not applicable]]  
[if applicable:  
Protected Amount: *[[specify]* per cent. of the Specified Denomination]]  
[Highest Value:[Applicable/Not applicable]]  
[Market Value: [Applicable/Not applicable]]  
[Monetisation Option: [Applicable/Not applicable]]  
*[If Highest Value or Monetisation Option are applicable:*

Protected Amount: [[specify] per cent. of the Specified Denomination]]

[If the Calculation Agent determines that a Disruption Event constitutes a force majeure, Currency Linked Condition 3(c)(vi) applies]

**59. Notional Value Repack Securities**

[Applicable] [Not applicable]

(i) Reference Securities

[There are no Reference Securities] *(Only specify if Charged Asset Structure 4 is specified in Part B and delete remainder of this paragraph)*

[The "Reference Securities" in respect of the series are: [specify/include name of securities] [issued by [●] (the "**RCA Issuer**") with the following details: *[Complete to the extent applicable or delete]*

[Each of the securities specified below (each a "**Reference Security**") with the following details: *[Complete to the extent applicable or delete]*

[RCA Issuer: [●]]

[RCA Nominal Amount: [●]] *(Where Securities are being issued which are fungible with existing Securities, specify aggregate RCA Nominal Amount and applicable RCA Nominal Amount for the relevant tranches)*

[RCA Guarantor [●]]

[RCA Currency: [●]]

[RCA Interest Rate: [●]]

[RCA Interest Payment Dates: [●]]

[RCA Maturity Date: [●]]

[Scheduled Final Bond Payment Date: [●]] [Only specify where different from RCA Maturity Date]

[RCA ISIN: [●]]

[The Repo Collateral Securities]

[Partial Nominal Value Collateralisation is applicable][Collateralisation Level is equal to [specify]]

(ii) Initial Posting Date:

[Issue Date]/[specify] [Settlement Grace Period is applicable where the Reference Securities Grace Period is [specify] Business Days]

(iii) Related Agreement[s]:

[Applicable/Not applicable] *[Delete remaining subparagraphs if not applicable]*

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- (a) Swap Agreement: [Applicable/Not applicable] *[Delete remaining subparagraphs if not applicable]*
- (b) Swap Counterparty: [BNP Paribas/[BNP Paribas Financial Markets S.N.C.] [See paragraph 11(vi) of Part B for details of the Swap Counterparty]<sup>35</sup>
- (c) Swap Business Days *[specify]*
- (d) Credit Support Document: [As set out in Collateral Linked Condition 1]/*[specify]*/[Not applicable]
- (e) Repurchase Agreement: [Applicable/Not applicable]
- Repo Counterparty: [BNP Paribas] /[BNP Paribas Financial Markets S.N.C]
  - Repo Collateral Securities *[specify]*
  - Repurchase Date(s) *[specify]*
- (f) Collateral Exchange Agreement [Applicable/Not applicable]
- Collateral Exchange Counterparty: [BNP Paribas ]/[BNP Paribas Financial Markets S.N.C.]/[See paragraph 11(vi) of Part B for details of the Collateral Exchange Counterparty]<sup>36</sup>
  - Replacement Collateral Assets: *[specify]*
  - Over Collateralisation Level: *[specify]*
  - Type of Collateral Exchange Agreement: [Collateral Exchange Agreement - [Two Way Transfer]/[One Way Transfer Securities Lending]/[Triparty Transfer: the Triparty Services Agent is: *[specify]*]
- (iv) Early Redemption Events: [The following Early Redemption Event[s] will apply to the Securities:
- [Adjusted Asset Redemption Event;]

<sup>35</sup> Insert reference to paragraph 11(vi) of Part B where relevant counterparty constitutes an obligor for the purposes of item 2.2.11(b) of Annex 19 of Commission Delegated Regulation (EU) 2019/980

<sup>36</sup> Insert reference to paragraph 11(vi) of Part B where relevant counterparty constitutes an obligor for the purposes of item 2.2.11(b) of Annex 19 of Commission Delegated Regulation (EU) 2019/980

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[Annex Early Redemption Event;]

[Asset Payment Default Event;]

[Asset Default Event;]

[Asset Redemption Event;]

[Asset Payment Shortfall Event;]

[CDS Credit Event;]

[MTM Trigger Redemption Event;]

[RCA Change in Law Event;]

[RCA Call Event;]

[RCA Interest Deferral or Reduction Event;]

[RCA Makewhole Event;]

[RCA Payment Default Event;]

[RCA Principal Deferral or Reduction Event;]

[RCA Regulatory Event;]

[RCA Repudiation/Moratorium Event;]

[RCA Restructuring Event;]

[RCA Tax Event;]

[RCA Issuer Bankruptcy Event;]

[RCA Issuer/Parent Bankruptcy Event;]

[RCA Issuer/Parent Payment Default Event;]

[RCA Issuer/Parent Restructuring Event;]

[RCA Issuer/Parent Governmental Intervention Event;]

[RCA Issuer/Parent Obligation Acceleration Event;]

[RCA Issuer/Parent Repudiation/Moratorium Event;]

[RCA Issuer Bond Failure to Pay Event;]

[RCA Issuer Bond Restructuring Event;]

[Related Agreement Termination Event;]

[RCA Non-Call Event]

[Standard Early Redemption Event;]

[Obligor Early Redemption Event;] [and]

[Other Early Redemption Event;]

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

[Standard Early Redemption][Par Early Redemption][Makewhole Early Redemption][Accrual Par Early Redemption] will apply [in respect of a RCA Makewhole Event] [and] [in respect of a RCA Call Event]. [Specify as applicable]. [RCA Early Call Event – Partial Redemption is applicable [in respect of a RCA Makewhole Event] [and] [in respect of a RCA Call Event]] [Specify as applicable]]. [Alternative Interest Rate is equal to [●].] [Delete if RCA Early Call Event does not apply]

[In respect of the RCA Issuer/Parent Governmental Intervention Event, the CoCo Supplement will apply.][Trigger Percentage: [●]][As specified in Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities)][Delete if RCA Issuer/Parent Governmental Intervention Event does not apply or if not applicable]

[Financial Entity Terms are applicable] (delete if not applicable)

(Only include prompts below if NTCE Provisions amendments are to be disappplied)

[NTCE Provisions: Not applicable]

[Fallback Discounting: Not applicable]

[Credit Deterioration Requirement: Not applicable]] (Delete if not applicable or if no Obligor Early Redemption Events are applicable)]

[Subordinated European Insurance Terms are applicable](delete if not applicable)

[Suspension of Payments is [applicable][not applicable]](delete if not applicable or Standard Early Redemption Event is applicable and Suspension of Payments is applicable) [The Suspension Period is [●]. (Delete unless Suspension Period is different from as set out in the Conditions)]]

[Adjusted Events is applicable.] (delete if not applicable)

[Adjusted Asset Redemption Event:



[RCA Call Date: *[specify]*](*delete if not applicable*)

[RCA Maturity Call is applicable](*delete if RCA Maturity Call is not applicable*) [and Par Redemption is applicable where the Par Redemption Period is *[●]*](*delete if Par Redemption is not applicable*)

(*Delete if Adjusted Asset Redemption Event is not applicable*)

[RCA Payment Default Event: No Grace Period is applicable] (*Delete if RCA Payment Default Event is not applicable or a grace period is to apply*)

[Scheduled Redemption Date: *[specify]*] (*Insert where Obligor Early Redemption Event is applicable or one of the Early Redemption Events included in the definition of Obligor Early Redemption Event is applicable. Delete if not applicable*)

- (v) Event Trigger Date: [As set out in Collateral Linked Condition 1] *[specify]*
- (vi) Early Redemption Date: [As set out in Collateral Linked Condition 1] *[specify]*
- (vii) RCA Reference Entity: [RCA Issuer;]  
[RCA Parent;] [and]  
[RCA Guarantor;]
- (viii) Terms relating to Settlement: Collateral Physical Settlement is [not] applicable [in respect of *[●]*] (*Specify if Collateral Physical Settlement is only applicable to certain Early Redemption Events*). [Collateral Sale is applicable in respect of [a RCA Call Event][a RCA Makewhole Event][and][an [Adjusted] Asset Redemption Event][The Delivery Date is *[●]*] (*Specify if other than the Early Redemption Date*) *[NB. Also complete paragraph 61 below where the Securities are Physical Delivery Securities and physical delivery applies on the Maturity Date.]*
- (ix) Early Redemption at Maturity [Applicable/Not applicable] (*Delete remaining sub-paragraphs if not applicable*)
  - (a) RCA Linked Early Redemption Events: [As specified in Collateral Linked Condition 1] [and] *[●]* *[specify if applicable]*
  - (b) Intervening Early Redemption Events: [As per Collateral Linked Condition 1] [and] *[specify]*
- (x) Instalment Notes: [Not applicable/*give details*]

(*Delete remainder of paragraph if not applicable*)

[The Notes are redeemable in instalments and [Instalment Adjustment]/[OCA Instalment Adjustment] is [applicable/not applicable]][The Securities are RCA

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## Instalment Notes]

[Additional RCA Disposal is applicable.][*specify if applicable*][Full Early Redemption is applicable.][*specify if applicable*]<sup>37</sup>

- (a) Instalment Amount(s): [*specify*][Instalment Percentage: [●] per cent.] (specify Instalment Percentage in respect of each Instalment Date, if different.) [[As per Collateral Linked Condition 1] (*specify if RCA Instalment Notes and where applicable*)
- (b) Instalment Date(s): [*specify*] [●] ][The Notes are Single RCA Instalment Notes][As per Collateral Linked Condition 1] [*specify if RCA Instalment Notes and where applicable*]
- (c) Partial Early Redemption Events: [Not applicable]/[As per Collateral Linked Condition 1]/[The following events: [●]] [*specify as applicable and specify not applicable if the Notes are not RCA Instalment Notes*]
- (xi) RCA Merger Event(s): [Collateral Linked Condition 3.9 is applicable][Not applicable]
- [*Delete remainder of paragraph if not applicable*]
- [Merger Type: [RCA Reference Entity/Holder Merger]
- [RCA Reference Entity/Issuer/Guarantor Merger]
- (xii) Reference Obligation(s): [Applicable]/[Not applicable]
- [*Delete remainder of paragraph if not applicable*]
- (a) Non Standard Reference Obligations: [Applicable/Not applicable]
- [*Delete this section if not applicable*]
- Primary Obligor: [●]
  - Guarantor: [●]
  - Maturity: [●]
  - Coupon: [●]
  - CUSIP/ISIN: [●]
  - Seniority Level: [Senior Level] [Subordinated Level][●][Not applicable]
  - Original Issue Amount [●]
- [Paragraph (a) of "Original Non-Standard Reference

<sup>37</sup>

Only applicable for RCA Instalment Notes. Note Additional RCA Disposal and Full Early Redemption should not both be specified to be applicable

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Obligation" applies.] *[Delete if not applicable or if Reference Obligation above is an obligation of the RCA Reference Entity]*

- (b) Standard Reference Obligations: [Applicable, being as at the Trade Date, the obligation specified below/Not applicable/[●]]

*(Delete this section if not applicable)*

[[with respect to [●]: *(Delete if single RCA Reference Entity, specify in respect of each entity if multiple RCA Reference Entities)*]:

[Standard Reference Obligation as of the date of Final Terms:] *(Include if SRO is set out in Final Terms for information)*

Primary Obligor: [●]

Guarantor: [●]

Maturity: [●]

Coupon: [●]

CUSIP/ISIN: [●]

Original Issue Amount: [●]

- (xiii) Default Requirement: [Specify]/[As per Transaction Type]/[Not applicable]
- (xiv) Payment Requirement: [Specify]/[As per Transaction Type]/[Not applicable]
- (xv) Transaction Type: [Specify] [Not applicable] [Standard North American Corporate][Standard European Corporate][Standard European Financial Corporate][Standard European CoCo Financial Corporate][Standard European Senior Non-Preferred Financial Corporate][Standard Subordinated European Insurance Corporate][Standard Emerging European Corporate LPN][Standard Emerging European Corporate][Standard Latin America Corporate BL][Standard Australia [Financial] Corporate][Standard New Zealand [Financial] Corporate][Standard Japan [Financial] Corporate][Standard Singapore [Financial] Corporate][Standard Asia [Financial] Corporate][Standard Sukuk Corporate][Standard Western European Sovereign][Standard Latin America Sovereign][Standard Emerging European & Middle Eastern Sovereign][Standard Australia Sovereign][Standard New Zealand Sovereign][Standard Japan Sovereign][Standard Singapore Sovereign][Standard Asia Sovereign][Standard Sukuk Sovereign][Standard U.S. Municipal Full Faith and Credit][Standard U.S. Municipal General Fund][Standard U.S. Municipal Revenue] *[specify]*

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- (xvi) Seniority Level: [Senior Level] [Subordinated Level][●][Not applicable]
- (xvii) MTM Trigger Redemption Event: [Swap MTM Event] [Reference Securities MTM Event] [Securities MTM Event] [Applicable / Not applicable][*Delete remaining sub-paragraphs if not applicable*]
- MTM Trigger Valuation Method: [Calculation Agent Valuation] [Dealer Poll Valuation]
  - Collateral Trigger Percentage: [[●] per cent.]
- 60.** Early Redemption: [Applicable][Not applicable]
- (i) Early Redemption Amount: [Final Redemption Amount]
- [Calculation Amount x [specify] per cent.]
- [Liquidation Proceeds][Liquidation Proceeds/No Unwind Costs] [ERE Force Majeure/No Unwind Costs] [Liquidation Proceeds/Fair Market Value] [*Specify if different Early Redemption Amounts apply to different Early Redemption Events*][Highest Value][Market Value][Monetisation Option][Liquidation Proceeds Cap: not applicable][*Specify*] [As set out in Collateral Linked Condition 1[:][Alternative Early Redemption Amount [is applicable] [in respect of the following Early Redemption Events: [specify]]] [Physical Delivery is applicable] [in respect of the following Early Redemption Events][*Specify if Physical Delivery only applies to certain Early Redemption Events*][Settlement Disruption Event is applicable]
- [*If Highest Value or Monetisation Option are applicable:* Protected Amount: [●] per cent. of the Specified Denomination]
- (ii) Swap Counterparty optional termination - Call option (Condition 7(f) and Condition 8(h)(i)): [Applicable][Not applicable]
- [*If applicable, specify dates on which the Swap Counterparty may opt to terminate the Swap Agreement and on what notice to the Issuer*)]
- (iii) Swap Counterparty optional termination - Repurchase (Condition 8(h)(ii)): [Applicable][Not applicable]
- [Initial Condition Precedent: Applicable (*delete remaining text below if not applicable*)]
- [Acquiring Party: [●]] (*Complete where different from as specified in Condition 8(h)(ii)*)
- [Additional Proceeds Amount: [●]] (*delete if not applicable*)
- [Additional Proceeds Payer: Alternative Additional

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Proceeds Payer is applicable] *(delete if not applicable)*

[Initial Condition Precedent Date: [●]] *(Complete where different from as specified in Condition 8(h)(ii))*

[Initial Condition Precedent Time: [●]] *(Insert where different from as specified in Condition 8(h)(ii))*

[Initial Remittance: Full Proceeds/Partial Proceeds]*(delete if not applicable)*

(iv) Early Redemption Events: [See paragraph 59 above] *[Insert where Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) applies]*

[Suspension of payments is applicable.] *[If applicable: [Suspension Period is [specify]] [Do not insert where Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) applies and complete paragraph 59 instead]*

(a) Asset Payment [Applicable][Not applicable]  
Default Event:

(b) Asset Default [Applicable][Not applicable]  
Event:

(c) Asset Redemption [Applicable][Not applicable]  
Event:

(d) Asset Payment [Applicable][Not applicable]  
Shortfall Event:

(e) Compartment Tax [Applicable][Not applicable]  
Event:

(f) Related Agreement [Applicable][Not applicable]  
Termination Event:

(g) Annex Early [Applicable][Not applicable]  
Redemption Event:

(h) Compartment [Applicable][Not applicable]  
Change in Law  
Event:

(i) Reference [Applicable][Not applicable]  
Securities  
Restructuring  
Event:

(j) Reference [Applicable][Not applicable]  
Securities  
Regulatory Event:

(k) Charged Asset [Applicable][Not applicable]

- Repudiation /  
Moratorium Event:
- (l) Charged Assets [Applicable][Not applicable]  
Issuer Bankruptcy  
Event:
- (m) Reference [Applicable][Not applicable][Initial Reference Security  
Securities Purchase Date[(s)]:*[Specify] (Delete if not applicable)*  
Impossibility Event:
- (n) Regulatory Ratio [Applicable][Not applicable][Regulatory Ratio Event -SNP  
Event: is applicable]*(Specify if applicable)*
- (o) Compartment [Applicable][Not applicable][Regulatory Increased Costs is  
Regulatory Event: applicable].
- (v) Redemption for taxation and  
other reasons:
- (a) Condition 7(m)(i) [Applicable][Not applicable]*[Specify notice period(s) for  
(Redemption of redemption for the purposes of Condition 7(m)(i))  
Notes for taxation reasons):*
- (b) Condition 7(m)(ii) [Applicable][Not applicable] *[Specify notice period(s) for  
(Illegality): redemption for the purposes of Condition 7(m)(ii)]*
- (vi) Maturity Date Extension: [Applicable][Not applicable]  
  
*[if Maturity Date Extension is applicable, specify the  
Extended Maturity Date and whether interest will accrue on  
the Notes to the Extended Maturity Date]*  
  
*[if Maturity Date Extension is applicable, specify whether  
"Sale of Assets" is applicable or not applicable]*
- (vii) Swap Termination Without [Applicable / Not applicable] [  
Redemption:
- 61.** Provisions applicable to Physical [Applicable – [Physical Settlement applies]/Physical  
Delivery:<sup>38</sup> Delivery Option [1/2/3]/Not applicable] [Physical  
Settlement upon [Physical Delivery Event][,] [and] [Early  
Redemption Event] [and Acceleration] applies.] [Settlement  
Disruption Event is applicable.]
- (i) Entitlement in relation to [The Entitlement Amount in relation to each Note is:  
each Note:  
  
[Delivery of Worst-Performing Underlying applicable:  
  
*[Replicate formula, relevant value(s) and related provisions  
from Payout Condition I]*

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[NA: *[specify]*]

Redemption Payout: *[specify]*

SPS Valuation Date: *[specify]*]

[Delivery of Best-Performing Underlying applicable:

*[Replicate formula from Payout Condition 1]*

[NA: *[specify]*]

Redemption Payout: *[specify]*

SPS Valuation Date: *[specify]*

[Delivery of the Underlying applicable:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

[Delivery of Basket Underlying:

*[Insert formula, relevant value(s) and related provisions from Payout Condition 1.]*

[NA: *[Specify]*]

[Delivery of Accumulator Underlying:

*[Insert formula, relevant value(s) and related provisions from Payout Condition 1.]*

[NA: *[Specify]*]]Redemption Payout: *[specify]*

SPS Valuation Date: *[specify]*]

[As set out in Condition 7(w)(iv) [and] [Condition12(b)]

- |       |  |  |
|-------|--|--|
| (ii)  | Relevant Asset(s):                     | [As specified above]/The relevant asset to which the Notes relate [is/are] <i>[specify]</i> . <i>[Not applicable]</i> [As per [Condition 7(w)(iv)] [and] [Condition 12(b)] |
| (iii) | Cut-Off Date:                          | <i>[specify]</i> /[Not applicable]   |
| (iv)  | Settlement Business Day(s):            | <i>[specify]</i>   |
| (v)   | Delivery Agent:                        | [Not applicable/ <i>specify</i> ]]   |
| (vi)  | Failure to Deliver due to Illiquidity: | [Applicable/Not applicable]  |

*(N.B. Only applicable in the case of Physical Delivery Notes - Failure to Deliver due to Illiquidity is applicable to certain Share or ETI Linked Notes. Careful consideration should be given to whether Failure to Deliver due to Illiquidity would apply to other Physical Delivery Notes)*

- (vii) Aggregation: [Applicable/Not applicable]
- (viii) Rounding and Residual Amount: [As per Payout Condition 1.4(f)(i)]/[Delivery of Basket Underlying]/[Delivery of Accumulator Underlying]/[Not applicable]
- (ix) Physical Delivery Events: [Applicable/Not applicable]
- [If applicable:*
- [The following Physical Delivery Events are applicable:
- [Reference Securities Restructuring Event;]
- [Reference Securities Regulatory Event; and]
- [Regulatory Ratio Delivery Event.]
62. Hybrid Notes: [Applicable/Not applicable]
- [If applicable:*
- (i) The Notes are linked to each of the types of Underlying Reference (each a "**Type of Underlying Reference**") set out in the table below. The terms and conditions of the Notes will be construed on the basis that in respect of each separate Type of Underlying Reference, the relevant terms applicable to each such separate Type of Underlying Reference will apply, as the context admits, separately and independently in respect of the relevant Type of Underlying Reference[, subject as provided in (ii) below].
- [Include each Type of Underlying Reference]*
- | Type of Underlying Reference |
|------------------------------|
| [•] [See item [•]]           |
| [•] [See item [•]]           |
| [•] [See item [•]]           |
- (ii) Hybrid Business Day [Applicable/Not applicable]
- [if applicable:*
- "**Hybrid Business Day**" means a day which is a Scheduled Trading Day (as defined in the relevant Annex and completed in the applicable Final Terms) for each Type of Underlying Reference specified in the applicable Final Terms.
- [If Hybrid Business Day is applicable, each date for valuation (e.g. valuation date, averaging date, observation date etc.) which is the subject of the Hybrid Securities provisions should be expressed to be*



*"[●] or if that is not a Hybrid Business Day the immediately [succeeding/preceding] Hybrid Business Day"]]*

- 63.** Variation of Settlement and Issuer's Option to Substitute: [Applicable]/[Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Issuer's option to vary settlement: The Issuer [has/does not have] the option to vary settlement in respect of the Notes.
  - (ii) Variation of Settlement of Physical Delivery Notes: [Notwithstanding the fact that the Notes are Physical Delivery Notes, the Issuer may make payment of the Final Redemption Amount on the Maturity Date and the provisions of Condition 6(b)(ii)(B) will apply to the Notes./The Issuer will procure delivery of the Entitlement in respect of the Notes and the provisions of Condition 6(b)(ii)(B) will not apply to the Notes.]
  - (iii) Issuer's option to substitute: [Applicable]/[Not applicable]]

#### COMPARTMENT ASSETS AND SECURITY

- 64.** Description of Compartment: Compartment [ ]*[specify number/designation]*  
 [Compartment [●] is a Multi-Series Compartment, in respect of which at any time more than one Series of Related Notes may be outstanding] *[delete if Compartment is not a Multi-Series Compartment]*
- [[In the case of a Series of Notes in respect of which one or more Series of Related Notes may be outstanding from time to time:]*
- If, at the time of any enforcement of the Compartment Security pursuant to Condition 12 (Enforcement and Realisation), one or more Series of Related Notes (as defined in Condition 11(a)(iii)) is outstanding, holders of the Notes to which these Final Terms apply and the holders of such Related Notes will share equally and rateably in any Charged Assets in accordance with the Order of Priority specified below.**
- [As at the Issue Date, there are not any Series of Related Notes outstanding for this Compartment.][As at the date of the Final Terms, there are [●] Series of Related Notes outstanding for this Compartment] *[Insert and complete as applicable if Compartment is a Multi-Series Compartment.]*
- [Compartment Asset Coverage Test: Applicable and [Compartment Asset Coverage Market Value]/[Compartment Asset Coverage Nominal Value] is applicable.
- [Compartment Asset Coverage Percentage [●] per cent. *[specify if other than 100 per cent.]*][Compartment Asset Coverage Market Value Percentage is applicable.] *[Delete if*

*not applicable]*

*[Delete if Compartment Asset Coverage Test is not applicable or the Compartment is not a Multi-Series Compartment]]*

- (i) Legal nature of the Charged Assets: As set out in Condition 8(c)(i)[(A)][(B)][(C)] (*Specify as applicable*)

[The Related Agreements are:

- [the Swap Agreement] [*specify for all applicable Charged Asset Structures*]
- [the Deposit Agreement] [*specify if Charged Asset Structure 1 or 3 is applicable*]
- [the Repurchase Agreement] [*specify if Charged Asset Structure 7 is applicable*].
- [the Collateral Exchange Agreement] [*specify if one of the Collateral Exchange Structures is applicable*]

[The Compartment Assets are the Reference Securities specified in paragraph 11 of Part B] [The Compartment Assets are the assets specified in paragraph 11 of Part B] [*specify if one of Charged Asset Structures 2, 5 or 6 is applicable*] [The Compartment Assets are the Reference Securities specified in paragraph 59 of Part A] [*specify if one of Charged Asset Structures 5 or 6 is applicable and Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) is applicable*][The Related Agreement[s] [is][are] as set out in paragraph 59(iv) of Part A] [*Insert where Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) is applicable*]

*[In the case of a Series of Notes in respect of which one or more Series of Related Notes may be outstanding from time to time, insert description of new Compartment Assets to be included in the Compartment in connection with the issue of this Series of Notes:*

The Compartment Assets are the Reference Securities specified in paragraph 11 of Part B] [The Compartment Assets are the assets specified in paragraph 11 of Part B] [*specify if one of Charged Asset Structures 2, 5 or 6 is applicable*] [The Compartment Assets are the Reference Securities specified in paragraph 59 of Part A] [*specify if one of Charged Asset Structures 5 or 6 is applicable and Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) is applicable*][The Related Agreement[s] [is][are] as set out in paragraph 59 (iv) of Part A] [*Insert where Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) is applicable*](the "**Specified Compartment Assets**"), together with the "Specified Compartment Assets" set out in the applicable Final Terms for each Series of Related Notes outstanding from time to time]

*[NB: The assets which can constitute Compartment Assets for a Series of Notes issued through a Multi-Series Compartment must be consistent for each Series of Related Notes]*

- |            |  |   |
|------------|--|---|
| (ii)       | Counterparties to Related Agreement(s):  | <ul style="list-style-type: none"> <li>– [The counterparty to the Swap Agreement is [BNP Paribas]/[BNP Paribas Financial Markets S.N.C.](the "<b>Swap Counterparty</b>") [and]</li> <li>– [The counterparty to the Repurchase Agreement is [BNP Paribas]/[BNP Paribas Financial Markets S.N.C.] (the "<b>Repo Counterparty</b>").]</li> <li>– [The counterparty to the Collateral Exchange Agreement is [BNP Paribas]/[BNP Paribas Financial Markets S.N.C.] (the "<b>Collateral Exchange Counterparty</b>").]</li> </ul> <p>[See paragraph 59 (iv) of Part A] <i>[Insert where Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) is applicable]</i></p> <p>[See paragraph 11(vi) of Part B for details of the [Swap Counterparty]/[Collateral Exchange Counterparty]/[Deposit Counterparty]<sup>39</sup></p> |
| (iii)      | Compartment Account:   | [Applicable]/[Not applicable]   |
| (iv)       | Cash Manager:  | [Applicable – BNP Paribas, Succursale de Luxembourg/ Not applicable]  |
| (v)        | Account Bank:  | [Applicable – BNP Paribas, Succursale de Luxembourg/ Not applicable.]   |
| (vi)       | Custodian:   | [Applicable – BNP Paribas, Succursale de Luxembourg/ Not applicable.]   |
| (vii)      | Sub-Custodian in relation to the Compartment Assets:   | [Applicable / Not applicable]   |
| <b>65.</b> | Compartment Security for the Notes is "Charged Assets charged to Trustee; additional foreign law security":    | [Applicable / Not applicable]   |
| <b>66.</b> | Compartment Assets substitution by Swap Counterparty (pursuant to Condition 8(f)):                             | [Applicable / Not applicable]   |
| (i)        | Permitted currency of securities to be substituted for the Compartment Assets (pursuant to Condition 8(f)(i)): | [Specify currency]  |
| (ii)       | Eligible Compartment   | [Identify any Eligible Compartment Assets Issuer for the purposes of Condition 8(f) including its name, address,  |

<sup>39</sup>

Insert reference to paragraph 11(vi) of Part B where relevant counterparty constitutes an obligor for the purposes of item 2.2.11(b) of Annex 19 of the Prospectus Regulation

- Assets Issuer: *country of incorporation, nature of its business and confirmation that it has securities admitted to trading on a regulated or equivalent market or has obligations guaranteed by an entity admitted to trading on a regulated or equivalent market.]*
- (iii) Alternative Substitution [Applicable / Not applicable]  
(Condition 8(f)(ii)):
- (iv) Delivery or payment of the [Counterparty]  
securities, obligations or  
cash which may be  
substituted for the  
Compartment Assets to the  
Custodian by (if not Swap  
Counterparty): (Condition  
8(f)):
- (v) Substitution Notification: [Applicable][Not applicable]
67. Compartment Assets substitution [Credit Support Annex / Credit Support  
under a Credit Support Annex/Credit  
Support Deed/Pledge: delivery or  
payment of securities, obligations or  
cash by (if not Swap Counterparty)  
(Condition 8(g)):
68. Order of Priority: The order of [Swap Counterparty Priority][Pari Passu  
priority of payments made by the  
Issuer to the holders of the class of  
securities in question: Ranking][Noteholder Priority]  
*[If one or more Series of Related Notes may be outstanding  
at any time in respect of the Compartment, the Order of  
Priority must be the same for the Notes and each Series of  
Related Notes]*

## OTHER PROVISIONS

69. Issuer Substitution: [Not applicable/Applicable]
70. Financial Centre(s) or other special [Not applicable/specify] *(Note that this paragraph relates to  
provisions relating to Payment Days: the date of payment and not the end dates of interest periods  
for the purposes of calculating the amount of interest to  
which sub-paragraph 28 relates. All relevant Financial  
Centre(s) (including the location of the relevant agent(s))  
should be included other than T2)*
71. Talons for future Coupons or [Yes/No.]  
Receipts to be attached to definitive  
Notes (and dates on which such  
Talons mature):
72. Details relating to Notes redeemable [Not applicable/Applicable]  
in instalments: amount of each  
instalment, date on which each  
payment is to be made: [The Notes are redeemable in instalments and [Instalment  
Adjustment]/[OCA Instalment Adjustment is applicable/not  
applicable]

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- (i) [Instalment Amounts: [specify]  
[Instalment Percentage: [●] per cent.]
- (ii) Instalment Dates: [specify]]
73. Redenomination, renominatisation and reconventioning provisions: [Not applicable/The provisions [in Condition 19 apply]
74. Calculation Agent: [BNP Paribas Financial Markets S.N.C.]/[BNP Paribas][Specify other]  
Calculation Agent address for the purpose of the Noteholder Account Information Notice: [specify]
75. Additional U.S. Federal income tax considerations: [insert details]/[Not applicable]/[The Notes are [not] Specified Securities (as defined in the Base Prospectus) for the purpose of Section 871(m) of the U.S. Internal Revenue Code of 1986.][The Securities may be Specified Securities for the purpose of Section 871(m) of the U.S. Internal Revenue Code of 1986. If the Securities are Specified Securities, then the following provisions will apply.][Additional information regarding the application of Section 871(m) to the Notes will be available at [give name and addresses of relevant contact]][The Issuer will arrange for withholding under Section 871(m) to be imposed on any dividend equivalent payment at a rate of 30 per cent.]

*(If the Securities are Specified Securities, include the "Additional information" sentence and provide the appropriate contact information at the Issuer. N.B. Include the option above, completed as appropriate, where (a) the Securities do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities or (b) the Section 871(m) determination has been made by the time the Final Terms are finalised (in which case, the determination will have been made either (i) on the pricing date, if this falls 14 days or fewer before the issue date or (ii) on the issue date, if the pricing date falls more than 14 days before the issue date.) Otherwise, include the following option, completed as appropriate:*

[As at the date of these Final Terms, the Issuer has not determined whether the Securities are Specified Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified Securities for these purposes. **This is indicative information only subject to change and if the Issuer's final determination is different then it will give notice of such determination.** Please contact [give name(s) and address(es) of Issuer contact] for further information regarding the application of Section 871(m) to the Securities.]]

*(The Securities will not be Specified Securities if they (i) are issued prior to 1 January 2025 and provide a return that differs significantly from the return on an investment in the*

*underlying (i.e. they are not "delta-one" securities for U.S. tax purposes) or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Securities reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities and (i) are issued prior to 1 January 2025 and provide a return that does not differ significantly from the return on an investment in the underlying, or (ii) are issued on or after 1 January 2025, further analysis would be required.)*

[Payments on the Specified Securities are calculated by reference to [Net Dividends/Net Total Returns]. By purchasing a Specified Security, the parties agree that in calculating the relevant payment amount the Issuer may withhold, and the purchaser is deemed to have received 30 per cent. of any dividend equivalent payments (as defined in Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended) in respect of the relevant [U.S. securities/U.S. dividend paying index components]. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

[For this purpose, "**Net Dividends**" means the dividends paid by an issuer of a security net of 30 per cent. U.S. federal withholding tax.]

[For this purpose "**Net Total Returns**" means the net total return of the U.S source dividend paying components, as calculated by the Index Sponsor, of an index that reinvests U.S. source dividends paid by an issuer of a security that is a component of the index net of 30 per cent. U.S withholding tax on such U.S. source dividends.]]

## DISTRIBUTION

76. Date of [Subscription Agreement]:<sup>40</sup> [specify]
77. Name [and address]<sup>41</sup> of Dealer: [specify]
78. Total commission and concession:<sup>42</sup> [specify] per cent. of the Aggregate Nominal Amount.
79. Non-exempt Offer: [Applicable][Not applicable] *(If not applicable, delete the remaining placeholders of this paragraph and paragraph 9 of Part B)*<sup>43</sup>
- (i) Non-exempt Offer  
Jurisdictions: [specify relevant Member State(s) where the Issuer intends to make Non-exempt Offers (select from the list of Non-exempt Offer Jurisdictions in the Base Prospectus) - which must be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the

<sup>40</sup> Delete, if minimum denomination is less than EUR100,000 (or is equivalent in the relevant currency as of the Issue Date) and if the Notes are not Derivative Securities.

<sup>41</sup> Delete if minimum denomination is EUR100,000 (or its equivalent in the relevant currency as of the Issue Date) and if the Notes are not Derivative Securities.

<sup>42</sup> Delete if minimum denomination is EUR100,000 (or its equivalent in the relevant currency as of the Issue Date) and if the Notes are not Derivative Securities.

<sup>43</sup> Specify Not applicable if minimum denomination is EUR100,000 (or its equivalent in the relevant currency).

*jurisdiction where approved and published)]*

- (ii) Offer Period: *[specify date, and if applicable, time] until [and including][specify date (and if applicable, time) or a formula such as "the Issue Date" or "the date which falls [specify] Business Days thereafter"] [subject to any early closing] /[From (and including) the Issue Date until (and including) the date on which the Notes are delisted].*
- (iii) Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the Conditions in it: *[insert names and addresses of financial intermediaries receiving consent (specific consent)]*
- 80. Prohibition of Sales to EEA and UK Retail Investors:**
- (i) Prohibition of Sales to EEA Retail Investors: [Applicable/Not applicable]
- (If the Securities clearly do not constitute "packaged" products or the Securities do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Securities may constitute "packaged" products and no key information document will be prepared in the EEA, "Applicable" should be specified.)*
- [The Securities are only intended to be offered, sold or otherwise made available to investors via the professional segment of [the regulated market of the Luxembourg Stock Exchange]/[the Euro MTF Market].]<sup>44</sup>
- (ii) [Prohibition of Sales to Belgian Consumers: Not applicable]
- (iii) Prohibition of Sales to UK Retail Investors: [Applicable/Not applicable]
- (If the Securities clearly do not constitute "packaged" products or the Securities do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be specified. If the Securities may constitute "packaged" products and no key information document will be prepared in the UK, "Applicable" should be specified.)*
- [The Securities are only intended to be offered, sold or otherwise made available to investors via the professional segment of [the regulated market of the Luxembourg Stock Exchange]/[the Euro MTF Market].]<sup>45</sup>

<sup>44</sup> Include if the Securities are intended to be listed and admitted to trading on the professional segment of the regulated market of the Luxembourg Stock Exchange or the Euro MTF Market, as the case may be.

<sup>45</sup> Include if the Securities are intended to be listed and admitted to trading on the professional segment of the regulated market of the Luxembourg Stock Exchange or the Euro MTF Market, as the case may be.

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- |      |   |   |
|------|---|---|
| (iv) | Prohibition of Sales to EEA Non Retail Investors (where Securities are held in a retail account): | [Applicable ( <i>Applicable means that the Securities may only be held by a retail investor in a retail account (pursuant to Article 428i of Regulation (EU) No 575/2013, as amended) (except where the Securities are held by any relevant distributor or an intermediary for secondary market purposes))</i> )/[Not applicable]   |
| (v)  | Prohibition of Sales to UK Non Retail Investors (where Securities are held in a retail account):  | [Applicable ( <i>Applicable means that the Securities may only be held by a retail investor in a retail account (pursuant to Article 428i of Regulation (EU) No 575/2013, as amended as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018, as the case may be) (except where the Securities are held by any relevant distributor or an intermediary for secondary market purposes))</i> )/[Not applicable] |

Signed on behalf of the Issuer:

By: \_\_\_\_\_

Duly authorised

By: \_\_\_\_\_

Duly authorised



## PART B – OTHER INFORMATION

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

- (i) Listing: [Luxembourg Stock Exchange's Official List/Specify other/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [the professional segment of the] [Luxembourg Stock Exchange's Regulated Market/ [the professional segment of the] Luxembourg Stock Exchange's Euro MTF Market/Specify other] [with effect from [specify]].] [Not applicable.]
- (Where documenting a fungible issue need to indicate that original [Notes] are already admitted to trading)]*
- (iii) Estimate of total expenses related to admission to trading: [specify][Not applicable.]
- (iv) De-listing: [Not applicable][The de-listing of the Notes 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].

### 2. Ratings

- Ratings: [The Notes to be issued [[have been]/[are expected to be]] rated [insert details] by [insert legal name of relevant credit rating agency entity(ies)].]
- [The Notes have not been rated.]
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider:]*
- [•]
- (The above disclosure should reflect the rating allocated to Securities of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)]*
- EITHER*** *[[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*

*(<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with such Regulation.]*

**OR** *[[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.]*

**OR** *[[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 "**CRA Regulation**"). The ratings have been endorsed by [insert the legal name of the relevant EU 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 (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) 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/the United Kingdom (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.]*

**OR** *[[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 "**CRA Regulation**"), but it [is]/[has applied to be] certified in accordance with the CRA Regulation[[ EITHER:] and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the CRA Regulation] [ OR:] 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].]*

**OR** *[[Insert the legal name of the relevant CRA entity] is*

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*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].]*

*OR [[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 "CRA Regulation"). 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/the United Kingdom (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.]*

### **3. Interests of Natural and Legal Persons Involved in the [Issue/Offer]**

*[Not applicable] [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.]*

*[Save [for the fees [of [insert relevant fee disclosure]] payable to [insert name of Authorised Offeror] and] as discussed [in the "Potential Conflicts of Interest" paragraph in the "Risk Factors" section in the Base Prospectus], so far as the Issuer is aware, no person involved in the [issue/offer] of the Notes has an interest material to the [issue/offer].]*

### **4. Reasons for the Offer/Issue, Estimated Net Proceeds and Total Expenses**

- |                                 |   |
|---------------------------------|---|
| (i) Reasons for the issue/offer | See "Use of Proceeds" in the Base Prospectus/[give details] |
|---------------------------------|---|

*(See "Use of Proceeds" wording in Base Prospectus. If reasons for issue/offer are different from what is disclosed in the Base Prospectus, give details.)*

- (ii) Estimated net proceeds: [specify][Not applicable.]
- (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.)*
- (iii) Estimated total expenses: [specify] [Expenses are required to be broken down into each principal intended "use" and presented in order or priority of such "uses".]<sup>1</sup> [Not applicable.]

## 5. Yield

Indication of yield: [specify][Not applicable]

## 6. Floating Rate Notes only – Performance of Rates

[Not applicable] [Details of performance of [EURIBOR/STIBOR/SONIA/SOFR/€STR/SARON/TONA/other rate as specified in the Conditions/] rates can be obtained [but not] free of charge from [Reuters][Bloomberg]/give details of electronic means of obtaining the details of performance.]<sup>2</sup>

## 7. Performance of Index/ Share/ Commodity/ Inflation/ Foreign Exchange Rate/ Fund/ Reference Entity/ Entities/ ETI Interest/ Formula and Other Information concerning the Underlying Reference or Reference Rate

[Not applicable] [Need to include details of where past and future performance and volatility of the index/formula/other variables can be obtained.] [If there is a derivative component or complex derivative in the interest or redemption amount, an example of how the value of the investment is affected by the value of the underlying or nature of the securities may be included][Information on past and future performance and volatility of [specify underlying] can be obtained [but not] free of charge, from [Reuters/Bloomberg/give details of electronic means of obtaining the details of performance].

*[Where the underlying is an index need to include the name of the index and details of where the information about the index can be obtained. NB: The Securities may not be linked to an index composed by the Issuer or by any entity belonging to the same group as the Issuer.]*

*[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]*

*[Include where the Securities reference SOFR: The Issuer is not affiliated with the Federal Reserve Bank of New York. The Federal Reserve Bank of New York does not sanction, endorse or recommend any products or services offered by the Issuer.]*

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

## 8. Operational information

- (i) ISIN Code: [specify]

<sup>1</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).

<sup>2</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).

- (ii) Common Code: [specify]
- (iii) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg approved by the Issuer and the Issuing and Paying Agent and the relevant identification number(s) and address(es): [Not applicable/give name(s), number(s) and address(es)]
- (iv) Delivery: Delivery [against/free of] payment
- (v) Additional Paying Agent(s) (if any): [Not applicable/give name]
- 9. Non-exempt Offers** [Applicable][Not applicable]<sup>3</sup>
- (i) Authorised Offeror: [Not applicable][Specify identity of any Authorised Offeror(s)(including LEIs)][See paragraph 79 of Part A above]
- (ii) Offer Period: [specify] to [specify] [See paragraph 79 of Part A above]
- (Should be from the date of publication of the Final Terms to a specified date or a formula such as "the Issue Date" or "the date which falls [specify] Business Days thereafter".)
- (iii) Offer Price: [[specify][●] per cent. of the Issue Price (of which [[selling] fees] and [commissions] of [●] of [●] [the Aggregate Nominal Amount] shall be retained by [the Authorised Offeror[s]] [and a [maximum] amount of [●] per cent. is represented by commissions payable to the Authorised Offeror[s]].]
- [The Issuer has offered the Notes to the Managers at the initial issue price of [specify] less a total commission of [specify]. OR (where the price is not determined at the date of the Final Terms) The issue price of the Notes will be determined by the Issuer and the [Managers] on or about [●] in accordance with market conditions then prevailing, including [supply and demand for the Notes and other similar securities] [and] [the then current market price of [insert relevant benchmark security, if any]].]
- (iv) Conditions to which the offer is subject: [Offers of the Notes are conditional on their issue [and on any additional conditions set out in the standard terms of business of the Authorised Offerors, notified to investors by such relevant Authorised Offeror]]
- [Article 30] of [Italian Legislative Decree No. 58 of 24 February 1998], as amended from time to time (the "**Italian Financial Services Act**") permits the promotion

and placement to the public in the Republic of Italy of financial instruments in a place other than the registered office or establishments of the issuer, offeror or appointed person carrying out such promotion and/or placement, under certain conditions. Such activity is referred in the Italian Financial Services Act as "door-to-door selling". Pursuant to paragraph 6 of Article 30 of the Italian Financial Services Act, all door-to-door selling of financial instruments must be accompanied by a clear indication to investors that they have a right of withdrawal from any contract entered into pursuant to door-to-door selling, exercisable within a period of seven days from the date of subscription by the investor. Within such period, contracts entered into pursuant to door-to-door selling shall not be enforceable, and investors may exercise their withdrawal right without payment of any charge or commission by contacting the offeror or appointed person with whom the subscription for Notes was placed.] [A non-exempt offer of Notes in the Republic of Italy may be made using door-to-door selling in accordance with Article 30 of the Italian Financial Services Act during the Offer Period.] [Further, Notes may be offered in the Republic of Italy to investors through recorded telephone orders pursuant to applicable Italian law.]

- |        |  |   |
|--------|--|---|
| (v)    | Description of the application process:  | [Not applicable][ <i>Insert details</i> ]   |
| (vi)   | Details of the minimum and/or maximum amount of application:   | [Not applicable][ <i>Insert details</i> ]   |
| (vii)  | Description of possibility to reduce subscriptions and manner for refunding amounts paid in excess by applicants:                            | [Not applicable][ <i>Insert details</i> ]   |
| (viii) | Details of the method and time limits for paying up and delivering the Notes:  | [Not applicable][ <i>Insert details</i> ][The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys. Investors will be notified by the relevant Authorised Offeror of their allocations of Notes and the settlement arrangements in respect thereof.] |
| (ix)   | Manner and date in which results of the offers are to be made public:  | [Not applicable][ <i>Insert details if the issue is an "up to" issue</i> ]  |
| (x)    | Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: | [Not applicable][ <i>Insert details</i> ]   |

- (xi) [Categories of potential investors to which the Notes are offered:] [Not applicable][*Insert details*]
- (xii) Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not applicable][*Insert details*]  
[No dealings in the Notes on a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU may take place prior to the Issue Date.]
- (xiii) [Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [ ]]
- (xiv) [Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and after rates and a description of the main terms of their commitment:] [None/give details (such as the maximum bid/offer spread of the offer price and the minimum unit amount per order)]

#### 10. Placing and Underwriting<sup>45</sup>

- (i) [Name and address of the co-ordinator(s) of the global offer and of single parts of the offer:<sup>6</sup> [*specify*]
- (ii) Name and address of any paying agents and depository agents in each country (in addition to the Issuing and Paying Agent): [*specify*]
- (iii) 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>7</sup> [*specify*]
- (iv) When the underwriting agreement has been or will be reached:] [*specify*]

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<sup>5</sup> This item is not applicable if the minimum denomination is at least EUR100,000 (or its equivalent in the relevant currency).  
<sup>6</sup> To the extent known to the Issuer, of the placers in the various countries where the offer takes place.  
<sup>7</sup> Where not all of the issue is underwritten, a statement of the portion not covered.

# **11. Description of Charged Assets**

(i) Charged Asset Structure: [Charged Asset Structure 1[A]/[B]]/[Charged Asset Structure 2[A]/[B]]/[Charged Asset Structure 3]/[Charged Asset Structure 4[A]/B]]/[Charged Asset Structure 5[A]/[B]/[C]/[D]/E]/[F][G][H]]/[Charged Asset Structure 6[A]/[B]/[C]/[D]/E]/[F]]/[Charged Asset Structure 7[A]/[B]/[C]]/[Charged Asset Structure 8[A]/[B]] is applicable.

(ii) Amount of the Charged Assets: *[specify]*

(iii) Collateral Exchange Structure: [Collateral Exchange Structure 1]/[Collateral Exchange Structure 2]/[Collateral Exchange Structure 3] is applicable  
[Not applicable]

Variable Information:

*Complete applicable items below:*

Margin Delivery Date: *[specify]/delete if not applicable*.

Minimum Transfer Amount: *[specify]/delete if not applicable*.

Exchange Value: *[specify if amounts in addition to Value of Received Collateral is applicable]*

Exchange Margin Calculation Value: *[specify if amounts in addition to Value of Received Collateral is applicable]*

Exchange Transaction Valuation Date: *[specify]/delete if not applicable*.

[Counterparty Net Payments is applicable] *(Delete if not applicable)*

(iv) Credit Support Structure: [Credit Support Structure 1]/[Credit Support Structure 2]/[Credit Support Structure 3]/[Credit Support Structure 4] is applicable [Not applicable]

*Complete applicable items below:*

Credit Support Valuation Agent: *[specify]/delete if not applicable*.

Margin Delivery Date: *[specify]/delete if not applicable*.

Minimum Transfer Amount: *[specify]/delete if not applicable*.

Over Collateralisation Level: *[specify if other than 100%; otherwise delete]*

Repo Transaction Valuation Date: *[specify]/delete if not applicable*.

Support Percentage: *[specify]/delete if not applicable*.



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Swap Agreement Valuation Date: *[specify]/delete if not applicable*].

Value: *[specify if other than market value; otherwise delete]*

Swap Counterparty Collateral: *[specify (including valuation percentages, where applicable)]*

Issuer Posted Collateral: *[specify (including valuation percentages, where applicable)]*[delete if not applicable]

[The Non Posting Period applicable [to the Issuer] [and] [the Swap Counterparty] is *[specify]*

- (v) Loan to value ratio or level of collateralisation of the Charged Assets:

*[specify]*

- (vi) Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets:

[Applicable / Not applicable]

For the purposes of Charged Asset Structure [1][2][3][4][5][6][7][8]:

[the counterparty to the Swap Agreement is [BNP Paribas][BNP Paribas Financial Markets S.N.C.](the "**Swap Counterparty**").]

[the counterparty to the Deposit Agreement is: *[specify]* (the "**Deposit Counterparty**").]

[the counterparty to the Collateral Exchange Agreement is *[specify]* (the "**Collateral Exchange Counterparty**").]

[the issuer of *[identify applicable Reference Securities including legal nature eg type of interest payable (if any) whether securities are subordinated/secured etc.]* (the "**Reference Securities**") is *[specify]* (the "**Reference Security Issuer**").]

[the obligor in respect of *[identify applicable Compartment Assets where Compartment Assets are other than Reference Securities including legal nature of asset]* (the "**Compartment Assets**") is *[specify]* (the "**Compartment Asset Obligor**").]

[An obligor (including the Deposit Counterparty, the Swap Counterparty, the Compartment Asset Obligor, the Collateral Exchange Counterparty<sup>8</sup> and the Reference Security Issuer, where applicable) must have securities already admitted to trading on a regulated or equivalent market or the obligations are guaranteed by an entity admitted to trading on a regulated or equivalent market. Insert the name, address, country of incorporation, nature of business and name of the market in which its securities are admitted so far as the Issuer is aware and/or is able to ascertain from information published by the obligor(s)]

<sup>8</sup>

Insert references to relevant counterparties to Related Agreements here where relevant counterparty constitutes an obligor for the purposes of item 2.2.11(b) of Annex 19 of the Prospectus Regulation

- (vii) Any relationship that is material to the issue between the Issuer, guarantor (if applicable) and obligor under the Charged Assets: [Applicable / Not applicable]  
*[If applicable, provide details of the principal terms of that relationship]*  
*[specify which is the [insert capacity/capacities] under the Notes]*
- (viii) Charged Assets comprising obligations that are not admitted to trading on a regulated or equivalent market: [Applicable / Not applicable]<sup>9</sup>*[where Reference Securities are BNP Paribas Fortis Eligible Collateral Securities specify "The Reference Securities are Eligible BNP Paribas Fortis Collateral Securities" [and specify the applicable type of interest (either fixed rate or zero coupon) and scheduled redemption date of the Reference Securities.] The Eligible BNP Paribas Fortis Collateral Currency is [EUR] [USD] [AUD] [CAD] [CHF] [DKK] [GBP] [JPY] [NOK] [NZD] [SEK].]*  
*[Where Reference Securities are Eligible Banco Desio Collateral Securities specify "The Reference Securities are Eligible Banco Desio Collateral Securities" [and specify the applicable type of interest (either fixed rate or zero coupon) and scheduled redemption date of the Reference Securities and whether MREL Qualification Exclusion Event is applicable.]*  
*[See paragraph entitled "Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets" above where the applicable Charged Asset Structure is specified]*
- (ix) Charged Assets comprising equity securities or obligations that are admitted to trading on a regulated or equivalent market: [Applicable / Not applicable]  
*[If applicable, indicate the following:*  
*- a description of the securities;*  
*- a description of the market on which they are traded and electronic link to where documentation can found and where equity securities: including its date of establishment, how price information is published, an indication of daily trading volumes, information as to the standing of the market in the country and the name of the market's regulatory authority;*  
*- where equity securities the frequency with which prices of the relevant securities are published.]*  
*(Complete in conjunction with relevant provisions above)*  
*[See paragraph entitled "Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged*

<sup>9</sup>

An obligor (including the Deposit Counterparty, the Swap Counterparty, the Compartment Asset Obligor, the Collateral Exchange Counterparty and the Reference Security Issuer, where applicable) must have securities already admitted to trading on a regulated or equivalent market or the obligations are guaranteed by an entity admitted to trading on a regulated or equivalent market.

*Assets, or where an obligor accounts for a material portion of the Charged Assets" above]*

- (x) Names, addresses and significant business activities of the originators of the Compartment Assets: [Applicable / Not applicable]  
[If applicable, provide details]
- (xi) Name, address and significant business activities of the Calculation Agent, together with a summary of the Calculation Agent's responsibilities, its relationship with the originator or the creator of the assets forming the Charged Assets: [specify]
- (xii) Names and addresses and brief description of the banks with which the main accounts relating to the Series are held: [specify]
- (xiii) Information concerning the obligor of the Charged Assets reproduced from a source published by a third party: [Applicable / Not applicable]  
[If applicable: So far as the Issuer is aware and is able to ascertain from information published by [specify], no facts have been omitted which would render the reproduced information misleading.]
- (xiv) Legal jurisdiction by which the Charged Assets are governed: [insert jurisdiction]
- (xv) Expiry or maturity date(s) of the Charged Assets: [The Maturity Date/specify other date]
- 12. [EU Benchmarks Regulation]** [Applicable: Amounts payable under the Notes are calculated by reference to by reference to [[insert name[s] of Benchmark[s]]/the relevant Benchmark], which [[is/are] provided by [[insert name[s] of the Administrator[s]]/[the [relevant] Administrator] [as, specified in the table below] (if more than one, specify in relation to each relevant Benchmark)].
- EU Benchmarks Regulation: Article 29(2) statement on benchmarks:
- [As at the date of these Final Terms, [[insert name[s] of the Administrator[s]]/[the [relevant] Administrator[s]] [[is/are] [not included]/[[is/are] included] [as the case may be,] in the register of Administrators and Benchmarks established and maintained by the European Securities and Markets Authority [("ESMA")] pursuant to article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011, as amended) [(the "EU BMR")] [, as specified in the table below].
- [As far as the Issuer is aware, [[insert name of the Benchmark[s]]/[the [relevant] Benchmark] [does/do] not fall within the scope of the EU BMR by virtue of Article 2 of the EU BMR.]/[the transitional provisions in Article 51 of the EU BMR apply,] as specified in the table below].] [repeat as

FORM OF FINAL TERMS FOR NOTES – PART B – OTHER INFORMATION

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*necessary or insert necessary information in a table below]]*

[Not applicable]]

[Benchmark]	[Administrator]	[Register]	[Other Information]
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[Specify]	[Specify]	[Specify]	[Specify]
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**FORM OF FINAL TERMS FOR WARRANTS**

*Set out below is the form of Final Terms which will be completed for each Series (and/or Tranche, as the case may be) of Warrants issued under the Programme. Placeholders are included as an aid to review and the Final Terms relating to any series of Warrants will be completed with such information from the Base Prospectus (including the applicable Terms and Conditions) as is applicable to such Warrants. References in the Base Prospectus (including in the applicable Terms and Conditions) to "the Securities" shall when replicated in these Final Terms be replaced with references to the Warrants.*

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – [Other than with respect to the jurisdiction(s) in which a key information document will be made available,][T]/[t]he Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). Consequently, [save as provided above,] no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – [Unless a key information document will be made available,][T]/[t]he Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA. Consequently, [save as provided above,] no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

**[MiFID II product governance / [Retail investors, professional]/[Professional] investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Securities, taking into account the five categories in item 18 of the Guidelines published by [the European Securities and Markets Authority ("**ESMA**")]/[ESMA] on 5 February 2018, has led to the conclusion that: (i) the target market for the Securities is eligible counterparties[, [and] professional clients [and retail clients], each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")]/[MiFID II]; [and (ii) all channels for distribution of the Securities are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]]/[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Securities to retail clients are appropriate – [investment advice][./ and] [portfolio management][./ and] [non-advised sales] [and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]

**[UK MiFIR product governance / [Retail investors, professional]/[Professional] investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Securities, taking into account the five categories in item 18 of the Guidelines published by [the European Securities and Markets Authority ("ESMA")]/[ESMA] on 5 February 2018 (in accordance with the FCA's policy statement entitled "Brexit our approach to EU non-legislative materials"), has led to the conclusion that: (i) the target market for the Securities is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS")[, and] professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("UK MiFIR") [and retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA")]; [and (ii) all channels for distribution of the Securities are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]]/[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Securities to retail clients are appropriate – [investment advice][, and] [portfolio management][, and] [non-advised sales] [and pure execution services][, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable]]. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable].]

**[The [Base Prospectus [is valid to, and including, 20 September 2025 [and the] Issuer intends that the Base Prospectus [will be updated before expiry of its validity]/[will be updated on or around[●]] and, when approved, the updated Base Prospectus will be published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com))]<sup>1</sup>**

[Date]

**SecurAsset S.A.**

**acting through its Compartment [●]**

**Legal entity identifier (LEI): 54930048RHLTJXAMT751**

**Issue of [up to] [number of Warrants] [Title of Warrants] [Guaranteed by [BNP Paribas] on the terms set out herein] under its Secured Note, Warrant and Certificate Programme**

## **PART A - CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth under the heading "*Terms and Conditions of the Warrants*" in the Base Prospectus dated 20 September 2024 (the "**Base Prospectus**")[, and] the supplement[s] to the Base Prospectus dated [●]<sup>2</sup> and any[ further] supplements to the Base Prospectus published prior to the Issue Date (as defined below) (the "**Supplement(s)**") [which together constitute a base prospectus for the purposes of the Prospectus Regulation and the applicable rules and regulations of the Luxembourg Stock Exchange]<sup>3</sup>. This document constitutes the Final Terms of the Warrants described herein [for the purposes of Article 8 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") [and the applicable rules and regulations of the Luxembourg Stock Exchange]]<sup>4</sup> and must be read in conjunction with the Base Prospectus ([which includes the provisions of [Annex 1] [and] [Annex 2 in the case of Index Linked Warrants,] [Annex 3 in the case of Share Linked Warrants,] [Annex 4 in the case of Debt Linked Warrants,] [Annex 5 in the case of Commodity Linked Warrants,] [Annex 6 in the case of Inflation Linked Warrants,] [Annex 7 in the case of Currency Linked Warrants,] [Annex 8 in the case of Fund Linked Warrants,] [Annex 9 in the case of Underlying Interest Rate

<sup>1</sup> Please note that if, for any reason, the 2025 Base Prospectus is not approved, the offer period for such issues must cease upon the expiry of the validity of the 2024 Base Prospectus.

<sup>2</sup> Where applicable, include the date of any Supplements which have been published prior to the date of the Final Terms.

<sup>3</sup> Delete in the case of any issue of Private Placement Warrants.

<sup>4</sup> Delete in the case of any issue of Private Placement Warrants.

Linked Warrants] and [Annex 11 in the case of ETI Linked Warrants])<sup>5</sup> and any Supplement(s); provided, however, that to the extent any such supplement (i) is published after the date of these Final Terms and (ii) provides for any change to the Conditions as set out under the heading "*Terms and Conditions of the Warrants*" in the Base Prospectus, such change(s) shall have no effect with respect to the Conditions of the Warrants to which these Final Terms relate. Full information on the Issuer[, the Guarantor (if applicable)] and the offer of the Warrants is only available on the basis of the combination of these Final Terms, the Base Prospectus and any Supplement(s). Prior to acquiring an interest in the Warrants described herein, prospective investors should read and understand the information provided in the Base Prospectus and any Supplement(s). Copies of the Base Prospectus, any Supplement(s) and these Final Terms are available for inspection from the specified office of the Principal Warrant and Certificate Agent [and on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com))]<sup>6</sup> [ and [●]]. A summary of the Warrants is annexed to these Final Terms.

*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.*

*[The following alternative language applies in respect of issues of Warrants where the public offer period spans an update to the Base Prospectus. If relevant, the 2024 Base Prospectus will contain a list of offers for which the provisions of the paragraph below apply. Investors will be informed of their withdrawal rights in respect of such offers by notice when the 2024 Base Prospectus is published.]<sup>7</sup>*

[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 20 September 2024 (the "**2024 Base Prospectus**")][,][ and] the supplement[s] to the 2024 Base Prospectus dated [●]] and any [further] supplements to the 2024 Base Prospectus published prior to the Issue Date (as defined below) (the "**Supplement(s)**"), notwithstanding the approval of an updated base prospectus which will replace the 2024 Base Prospectus (the "**2024 Base Prospectus**"). The 2024 Base Prospectus, as supplemented, constitutes a base prospectus for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") [and the applicable rules and regulations of the Luxembourg Stock Exchange] and the 2024 Base Prospectus will constitute a base prospectus for the purposes of the Prospectus Regulation. This document constitutes the Final Terms of the Certificates described herein for the purposes of Article 8 of the Prospectus Regulation [and the applicable rules and regulations of the Luxembourg Stock Exchange] and (i) prior to the approval date, must be read in conjunction with the 2024 Base Prospectus, as supplemented ([which includes the provisions of [Annex 1] [and] [Annex 2 in the case of Index Linked Warrants,] [Annex 3 in the case of Share Linked Warrants,] [Annex 4 in the case of Debt Linked Warrants,] [Annex 5 in the case of Commodity Linked Warrants,] [Annex 6 in the case of Inflation Linked Warrants,] [Annex 7 in the case of Currency Linked Warrants,] [Annex 8 in the case of Fund Linked Warrants,] [Annex 9 in the case of Underlying Interest Rate Linked Warrants] and [Annex 11 in the case of ETI Linked Warrants])<sup>8</sup>, and (ii) on and after the approval date, must be read in conjunction with the 2024 Base Prospectus, save in respect of the Conditions which are extracted from the 2024 Base Prospectus, as supplemented. To the extent any supplement (i) is published after the date of these Final Terms and (ii) provides for any change to the Conditions as set out under the heading "**Terms and Conditions of the Warrants**" in the 2024 Base Prospectus, such change(s) shall have no effect with respect to the Conditions of the Warrants to which these Final Terms relate. Full information on the Issuer[, the Guarantor (if applicable)] and the offer of the Warrants is only available on the basis of the combination of these Final Terms and either (i) prior to the approval date, the 2024 Base Prospectus, as supplemented, or (ii) on or after the approval date, the 2024 Base Prospectus, as supplemented, and the 2024 Base Prospectus. Prior to acquiring an interest in the Warrants described herein, prospective investors should

<sup>5</sup> Delete as applicable.

<sup>6</sup> Delete in the case of any issue of Private Placement Warrants or amend as necessary in the case of any issue of warrants which is non-exempt and which will not be listed on the Luxembourg Stock Exchange.

<sup>7</sup> Please note that if, for any reason, the 2025 Base Prospectus is not approved, the offer period for such issues must cease upon the expiry of the validity of the 2024 Base Prospectus.

<sup>8</sup> Delete as applicable.

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read and understand the information provided in the 2024 Base Prospectus and any Supplement(s) and, when available, the 2024 Base Prospectus. Copies of the 2024 Base Prospectus, any Supplement(s) and these Final Terms are available, and copies of the 2024 Base Prospectus, will be available for inspection from the specified office of the Issuing and Paying Agent [and will be published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com))] and [●]]. A summary of the Warrants is annexed to these Final Terms.

*[Include whichever of the following apply or specify as "Not applicable". 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 sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms.]*

*[When adding any other Final Terms or information, 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 23 of the Prospectus Regulation and the applicable rules and regulations of the Luxembourg Stock Exchange.]*

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

### SPECIFIC PROVISIONS FOR EACH SERIES<sup>9</sup>

SERIES NO.	OF NO.	OF ISIN	COMMO	ISSUE	CALL/P	EXERCI	[EXERCIS	RELEVANT	SHARE	PART	[TYPE
NO	WARRAN	WARRAN	N CODE	PRICE PER UT	UT	SE	E	JURISDICTI	AMOUN	Y	OF
	TS ISSUED	TS		[WARRAN		PRICE	PERIOD]/	ON	T/ DEBT		INDEX
		UNIT		T/ UNIT]			[DATE]		SECURI		]
									TY		
									AMOUN		
									T		
[●]	[●]	[●]	[●]	[●]	[insert	[call/put	[insert	[●] to [●]	[●]	[●]	[●]
					currency]		currency]				
					[●]		[●]				

### GENERAL PROVISIONS

The following terms apply to each series of Securities:

1. Trade Date: [specify]
2. Issue Date: [specify]
3. Consolidation: The Warrants are to be consolidated and form a single series with the [insert title of relevant series of Securities] issued on [insert issue date]/[Not applicable]

[The Warrants are fungible with an existing Series [insert title of existing Series], terms and conditions of which are governed by [the SecurAsset base prospectus dated 27 November 2013 (the "**2013 Base Prospectus**")][and the supplement to the 2013 Base Prospectus dated 23 April 2014 (the "**April 2014 Supplement**")][the SecurAsset base prospectus dated 27 November 2014 (the "**2014 Base Prospectus**")][and the supplement to the 2014 Base Prospectus dated 26 June 2015 (the "**June 2015 Supplement**")][the SecurAsset base prospectus dated

<sup>9</sup> Complete/delete as applicable.



27 November 2015 (the "**2015 Base Prospectus**") [and the supplement to the 2015 Base Prospectus dated 27 May 2016 (the "**May 2016 Supplement**") [the SecurAsset base prospectus dated 28 September 2016 (the "**2016 Base Prospectus**") [and the supplement to the 2016 Base Prospectus dated 1 March 2017 (the "**March 2017 Supplement**") [the SecurAsset Base Prospectus dated 26 September 2017 (the "**2017 Base Prospectus**") [and the supplement to the 2017 Base Prospectus dated 25 May 2018 (the "**May 2018 Supplement**") [the SecurAsset base prospectus dated 7 August 2018 (the "**2018 Base Prospectus**")][the SecurAsset base prospectus dated 3 July 2019 (the "**2019 Base Prospectus**")][the SecurAsset base prospectus dated 10 July 2020 (the "**2020 Base Prospectus**")][the SecurAsset base prospectus dated 9 July 2021 (the "**2021 Base Prospectus**")][the SecurAsset base prospectus dated 22 September 2022 (the "**2022 Base Prospectus**")][the SecurAsset base prospectus dated 21 September 2023 (the "**2023 Base Prospectus**")]. The Warrants [became][will become] fungible on [insert date].]

4. Type of Warrants:

(a) Warrants

(b) The Securities are [Index Linked Warrants/Share Linked Warrants/Debt Linked Warrants/ETI Linked Warrants/Commodity Linked Warrants/Inflation Linked Warrants/Currency Linked Warrants/Fund Linked Warrants/Underlying Interest Rate Linked Warrants/Hybrid Warrants/].

[The Securities are Open End Warrants, as set out in §42(q) below. (to be included if Open End Warrants is applicable)]

[The Warrants are [European/American] Style Warrants.

The Warrants are [Call][Put] Warrants.

Automatic Exercise [applies/does not apply]. (*N.B. Automatic Exercise may only apply in relation to Cash Settled Warrants*).]<sup>10</sup>

The provisions of Annex 1 [and] [the provisions of Annex 2 (Additional Terms and Conditions for Index Linked Securities) shall apply.] [the provisions of Annex 3 (Additional Terms and Conditions for Share Linked Securities) shall apply.] [the provisions of Annex 4 (Additional Terms and Conditions for Debt Linked Securities) shall apply.][the provisions of Annex 5 (Additional Terms and Conditions for Commodity Linked Securities) shall apply][the provisions of Annex 6 (Additional Terms and Conditions for Inflation Linked Securities) shall apply.] [the provisions of Annex 7 (Additional terms and

<sup>10</sup>

Include for Warrants.

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Conditions for Currency Linked Securities) shall apply.][the provisions of Annex 8 (Additional Terms and Conditions for Fund Linked Securities) shall apply.][the provisions of Annex 9 (Additional Terms and Conditions for Underlying Interest Rate Linked Securities) shall apply.][the provisions of Annex 11 (Additional Terms and Conditions for ETI Linked Securities) shall apply.]

[Waiver of Set-Off: Not applicable]

[Unwind Costs: Applicable/Not applicable]

5. (i) Guaranteed Warrants: [Not applicable] [Applicable – General Guarantee]  
[Applicable – Shortfall Guarantee (specify shortfall amount)]  
(ii) Guarantor: [BNP Paribas]
6. Form of Warrants: [Clearing System Global Warrant][Registered Global Warrant]
7. Business Day Centre(s): The applicable Additional Business Centre[s] for the purposes of the definition of "Business Day" in Condition 12 [is/are] [specify].
8. Settlement: Settlement will be by way of [cash payment (Cash Settled Warrants)] [and/or] [physical delivery (Physical Delivery Warrants)].  
  
[Condition to Final Payout Premium:  
[Applicable as set out in Condition 5(k)],[Not applicable].]
9. Settlement Date: [specify]  
  
*(N.B.: Only applicable for Cash Settled Warrants (other than Inflation Linked Warrants or Commodity Warrants) if Settlement Date is different from the definition in Condition 12)*  
  
["**Settlement Business Day**" for the purposes of Condition 4 means [specify].  
  
*(N.B. Only applicable in the case of Physical Delivery Warrants)]*  
  
[Settlement Date Postponement: [Applicable as set out in Condition 5(j)/Not applicable] (where applicable, specify relevant Postponement Business Days and Payment Delay Days)]
10. [Issuer's option to substitute: Not applicable]
11. Settlement Date Extension: [Applicable / Not applicable]

*[(if Settlement Date Extension is applicable, specify the Extended Settlement Date)].*

*[(if Settlement Date Extension is applicable, specify whether Sale of Assets is applicable or not applicable)].*

**12.** Rounding Convention for Cash Settlement Amount: [Rounding Convention [1][2]]/[Not applicable]

**13.** Variation of Settlement:

(i) Issuer's option to vary settlement: The Issuer [has/does not have] the option to vary settlement in respect of the Securities.

*(N.B. If the Issuer does not have the option to vary settlement in respect of the Securities, delete the sub-paragraphs of this paragraph 13)*

(ii) Variation of Settlement of Physical Delivery Securities: [Notwithstanding the fact that the Securities are Physical Delivery Securities, the Issuer may make payment of the Cash Settlement Amount on the Settlement Date, and the provisions of Condition 4 will apply to the Securities/The Issuer will procure delivery of the Entitlement in respect of the Securities and the provisions of Condition 4 will not apply to the Securities.] *[Specify whether Warrantheolders will be entitled to elect for settlement by way of cash payment or by way of physical delivery or a combination thereof for the purposes of Condition 1].*

**14.** Calculation Amount: [specify]

**15.** Final Payout<sup>11</sup> [N x] [Final Payout][specify percentage]]

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

*[Replicate formula from Payout Condition 1]]*

**[SPS Reverse Convertible Securities**

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

**[SPS Reverse Convertible Standard Securities:**

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

**[SPS Vanilla Products**

**[Vanilla Call Securities:**

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

<sup>11</sup> Refer to the contents page relating to Annex 1 (*Additional Terms and Conditions for Payouts*), which is on pages 852 to 858, for details of the location within the Payout Conditions of the terms and conditions that are applicable to the Securities given the Coupon/Premium Amount Rate, Payout or Entitlement Amount elections above.

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[Vanilla Call Spread Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Vanilla Put Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Vanilla Put Spread Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Vanilla Digital Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

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

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Range Accrual Securities:

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

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

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

[Vanilla Call Fees Securities:

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

**[Asian Products**

[Asian Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Asian Spread Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Himalaya Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

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[Talisman Securities:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]]*

**[Auto-Callable Products**

[Autocall Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Autocall One Touch Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Autocall Standard Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

**[Indexation Products**

[Certi Plus: Booster Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Certi Plus: Bonus Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Certi Plus: Leveraged Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Certi Plus: Twin Win Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Certi Plus: Super Sprinter Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Certi Plus: Generic Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Certi Plus: Generic Knock-in Securities

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*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Generic Knock-out Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Ratchet Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Sum Securities

*[Replicate formula and related provisions from Payout Condition I]]*

[Capped and Floored Sum Securities:

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

[Option Max Securities

*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]*

[Option Min Securities:

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

[Stellar Securities

*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]*

[Driver Securities

*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]*

[Transition Securities

*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]*

[Cumulative Coupon Securities:

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

[Inflation and Rate Securities:

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

[Maximum Final Payout: *[specify]*/Not applicable]

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[Minimum Final Payout: *[specify]*/Not applicable]

[Option Max Coupon applicable:

*[Replicate formula and other related provisions from Payout Condition 1]*

[Option Min Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Inflation and Rate Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Custom Index Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

**FI Payouts**

[FI FX Vanilla Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[FI Digital Floor Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[FI Digital Cap Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[FI Digital Plus Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[FI Inflation Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Dropback Payout

[Dropback Securities.

*[Insert formula, relevant value(s) and other related provisions from Payout Condition 3.]]*

Payout Switch:

[Applicable / Not applicable]

*[If applicable replicate related provisions from Condition 8(p). If not applicable delete remaining sub-paragraphs]*

[If applicable:

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Payout Switch Election: [Applicable / Not applicable]

Automatic Payout Switch: [Applicable / Not applicable]

Switched Payout: [specify]

Payout Switch Date: [specify]

Aggregation: [Applicable / Not applicable]

**16.** Relevant Asset(s): The relevant asset to which the Securities relate [is/are] [specify]. [Not applicable] *(N.B. Only applicable in relation to Physical Delivery Securities that are not Credit Linked Securities)*

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

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

[Delivery of Worst-Performing Underlying applicable:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

[Delivery of Best-Performing Underlying applicable:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

[Delivery of the Underlying applicable:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

[Delivery of Basket Underlying:

*[Insert formula, relevant value(s) and related provisions from Payout Condition 1.]*

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

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

**18.** Exchange Rate: [specify]

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

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



*[if syndicated, specify names [and addresses]<sup>12</sup> of the Managers [and underwriting commitments/quotas (material features)] (specifying Lead Manager)]*

[Date of [Subscription Agreement]: *[specify]*]

[Stabilisation manager: *[specify]*]

[Total commission and concession: [●] per cent. of the Aggregate Nominal Amount.]

21. Minimum Trading Size:

*[specify]*/[Not applicable]

22. Registrar:

[BNP Paribas, Succursale de Luxembourg]/[ADDRESS][Not applicable]<sup>13</sup>

23. Calculation Agent:

[BNP Paribas]/[BNP Paribas Financial Markets S.N.C.]/*[specify other]*[ADDRESS].

24. Index Linked Warrants:

[Applicable – the Warrants are Index Linked Warrants /Not applicable]

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

(i) Index/Basket of Indices/Index Sponsor(s):

*[[insert type of Index/Indices (e.g. Total Return, Price Return, etc.) and specify name of Index/Indices]*

*[specify name of Index Sponsor(s)]*

[The [●] Index is a [Component Security]/[Multi-Exchange Index].]<sup>14</sup>

[The [●] Index is a Custom Index]

[Asset Class Type: [Equity]/[Commodity] Custom Index]]<sup>15</sup>

(ii) Index Currency:

*[specify]*/[Not applicable]

(iii) Exchange(s) and Index Sponsor(s):

(a) The Exchange[s] [is/are] *[specify]*; and

(b) The Index Sponsor is *[specify]* *(In the case of a Basket of Indices, repeat in respect of each Index)*

(iv) Related Exchange(s):

*[specify]*/[All Exchanges]

(v) Exchange Business Day:

[Single Index Basis/All Indices Basis/Per Index Basis]

[Exchange/Related Exchange: Applicable]

(vi) Scheduled Trading Day:

[Single Index Basis/All Indices Basis/Per Index Basis]

[Exchange/Related Exchange: Applicable]

<sup>12</sup> Delete if minimum denomination is less than EUR100,000 (or its equivalent in the relevant currency as of the Issue Date).

<sup>13</sup> Include in the case of Registered Securities.

<sup>14</sup> Specify each Component Security Index and/or Multi-Exchange Index (if any).

<sup>15</sup> Specify each Custom Index (if any).

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*(must match election made for Exchange Business Day)*

- (vii) Weighting: [The weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is *[specify]*. Each such Weighting shall be subject to adjustment in accordance with Index Linked Condition 2]/*[specify other]*. *(N.B. Only applicable in relation to Securities relating to a Basket of Indices)*
- (viii) Settlement Price: [Official opening level]/[Official closing level]/[level at the Valuation Time]*[specify]*
- (ix) Specified Maximum Days of Disruption: *[[specify] Scheduled Trading Days/Scheduled Custom Index Business Days] [As specified in Index Linked Condition 4]]/[Not applicable]*<sup>16</sup>.
- (x) Valuation Time: Scheduled Closing Time/Any time [on the relevant Settlement Price Date /during the Observation Period.] [The Valuation Time is *[specify]*] *(N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time)*.
- (xi) Delayed Redemption on Occurrence of an Index Adjustment Event: [Applicable/Not applicable]  
*[if applicable:*  
Protected Amount: *[[specify] per cent. of the Notional Amount]*
- (xii) Principal Protected Termination Amount: [Applicable/Not applicable]
- (xiii) Index Correction Period: [As per Index Linked Condition 4/*specify/in the case of Custom Index: see item 24(xiv)(e) below*]
- (xiv) Additional provisions applicable to Custom Indices: [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Screen Page: *[specify]*
- (b) [Custom Index Business Day: [All Custom Indices Basis/Per Custom Index Basis/Single Custom Index Basis]/*[Include the following in the case of Equity Custom Index Securities or Commodity Custom Index Securities: As per Index Linked Condition 8]*
- (c) [Scheduled Custom Index Business Day: [All Indices Basis/Per Index Basis/Single Index Basis]/*[Include the following in the case of Equity Custom Index Securities or Commodity Custom Index Securities: As per Index Linked Conditions 8]*
- (d) Valuation Time: [As per Index Linked Condition 8, being the time specified on the Valuation Date or an Averaging Date or Observation Date, as the case may be, for the calculation of the Settlement

<sup>16</sup>

In the case of Custom Indices, complete item 25(xiv)(g).

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Price.]/[specify](N.B. if no time is specified, the Interest Valuation Time will be the Scheduled Closing Time)

- (e) [Custom Index Correction Period: [As per Index Linked Condition 8]/[specify]]  
*(In the case of Equity Custom Index Securities or Commodity Custom Index Securities, specify "As per Index Linked Condition 8")*
- (f) Delayed Redemption on Occurrence of a Custom Index Adjustment Event [or Commodity Custom Index Market Disruption Event]: [Delayed Redemption on Occurrence of a Custom Index Adjustment Event [or Commodity Custom Index Market Disruption Event]: [Applicable with a rate of [●] per cent. per annum/Not applicable]  
[Highest Value: [Applicable/Not applicable]]  
[Market Value: [Applicable/Not applicable]]  
[Monetisation Option: [Applicable/Not applicable]]  
  
*[If Highest Value or Monetisation Option are applicable: Protected Amount: [[specify] per cent. of the Notional Amount]]*  
  
*[If the Calculation Agent determines a Custom Index Adjustment Event [or Commodity Custom Index Market Disruption Event] constitutes a force majeure, Index Linked Condition 6(B)[(1)/(2)/(3)](ii)(X)/[6(B)(c)(vi)]/[6(B)(b)(vii)] [and 16.2(b)(iii)(F)] applies]*
- (g) Custom Index Disruption Event: [[Specified Maximum Days of Disruption will be equal to: [specify]][In the case of a Custom Index other than an Equity Custom Index or a Commodity Custom Index: Scheduled Custom Index Business Days]/[In the case of an Equity Custom Index: Scheduled Trading Days]/[In the case of a Commodity Custom Index: Commodity Business Days]]/[As per Index Linked Condition 6]]  
  
*(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty Scheduled Custom Index Business Days (in the case of a Custom Index), eight Scheduled Trading Days (in the case of an Equity Custom Index) or five Commodity Business Days (in the case of a Commodity Custom Index))*
- (h) Custom Index Low Closing Trigger Event: [Applicable/Not applicable]  
*[If Custom Index Low Closing Trigger Event is applicable:*  
  
Delayed Redemption on Occurrence of Custom Index Low Closing Trigger Event: [Applicable/Not applicable]  
  
Low Closing Trigger Percentage: [●] per cent.

Low Closing Trigger Period: [*specify*]/[As per Index Linked Condition 6(C)]

- (i) Outstanding Securities Trigger Event:

[Applicable/Not applicable]

[*If Outstanding Securities Trigger Event is applicable:*

Delayed Redemption on Occurrence of Outstanding Securities Trigger Event: [Applicable/Not applicable]

Outstanding Securities Trigger Level: [*specify number of Warrants*]

**25. Share Linked Warrants:**

[Applicable – the Warrants are Share Linked Warrants /Not applicable]

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

- (i) Share(s)/Share Company/Basket Company/GDR/ADR:

[*insert type of Share(s) and Share Company/Basket Companies*]

[GDR/ADR applicable]<sup>17</sup>

[Stapled Shares applicable]

[*Insert details of Stapled Shares and Stapled Share Constituents*]<sup>18</sup>

- (ii) Relative Performance Basket: [Not applicable/*specify*]

- (iii) Share Currency: [*specify*]

- (iv) ISIN of Share(s): [*specify*]

- (v) Exchange(s): [*specify*]

- (vi) Related Exchange(s): [*specify*]/[All Exchanges]

- (vii) Exchange Business Day: [Single Share Basis/All Shares Basis/Per Share Basis]

- (viii) Scheduled Trading Day: [Single Share Basis/All Shares Basis/Per Share Basis]

(*must match election made for Exchange Business Day*)

- (ix) Weighting:

[The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [*specify*]. Each such Weighting shall be subject to adjustment in accordance with Annex 3]/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket of Shares*)]

<sup>17</sup> Specify each GDR or ADR (if any). In the case of Share Linked Securities relating to a GDR/ADR, complete Share Linked Securities Final Terms as applicable for GDR/ADR reference asset(s).

<sup>18</sup> Specify each Stapled Share Constituent comprising the Stapled Shares. In the case of Share Linked Securities relating to Stapled Shares, complete Share Linked Securities Final Terms as applicable for Stapled Shares reference asset(s).

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- (x) Settlement Price: [Official closing price]/[Italian Securities Reference Price]/[price at the Valuation Time]][*specify*]
- (xi) Specified Maximum Days of Disruption: [[*specify*] Scheduled Trading Days].][As specified in Share Linked Condition 4.]
- (xii) Valuation Time: Scheduled Closing Time/Any time [on the relevant Settlement Price Date /during the Observation Period.] [The Valuation Time is [*specify*]] (*N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time*).
- (xiii) Share Correction Period [As per Share Linked Condition 4/*specify*]
- (xiv) Dividend Payment: [Applicable/Not applicable]
- (xv) Listing Change: [Applicable/Not applicable]
- (xvi) Listing Suspension: [Applicable/Not applicable]
- (xvii) Illiquidity: [Applicable/Not applicable]
- (xviii) Tender Offer: [Applicable/Not applicable]<sup>19</sup>
- 26. Debt Linked Warrants: [Applicable – the Warrants are Debt Linked Warrants /Not applicable]  
  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
  - (i) Debt Securities: [*specify*][Not applicable]
  - (ii) Reference Price: [The Reference Price[s] for [*specify relevant Debt Securities*] is/are the [bid price]/[mid price]/[offer price]/[bid yield]/[mid yield]/[offer yield].] [Not applicable]
  - (iii) Nominal Amount [The relevant nominal amount is [●] and the Relevant Screen Page is [●].][Not applicable]
  - (iv) Exchange Business Day Centre(s): [*specify*]
  - (v) Valuation Time: [*specify*]
  - (vi) Specified Maximum Days of Disruption: [As defined in Debt Linked Condition 5/[[*specify*] Scheduled Trading Days].][Not applicable]
  - (vii) Delayed Redemption on Occurrence of Debt Security Redemption Event: [Applicable/Not applicable]  
  
*[if applicable:*  
  
Protected Amount: [[*specify*] per cent. of the Notional Amount]]
  - (viii) Debt Security Correction Period: [As per the Conditions]/[*specify*]/[Not applicable]

<sup>19</sup>

Only to be disapplied for Tokyo EQD Securities.

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- (ix) Debt Security Issuer: [specify]/[Not applicable]
  - (x) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Debt Securities to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment.]
- 27. ETI Linked Warrants:** [Applicable – the Warrants are ETI Linked Warrants/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) ETI/ETI Basket: [specify]  
[SC/FM ETI Events: Applicable]
  - (ii) ETI Interest(s): [insert type of ETI Interest(s)]
  - (iii) ETI Related Party: [As per ETI Linked Condition 1]/[specify]
  - (iv) ETI Documents: [As per ETI Linked Condition 1]/[specify]
  - (v) Exchange(s): [specify]/[Not applicable]
  - (vi) Related Exchange: [specify]/[All Exchanges]/[Not applicable]
  - (vii) Scheduled Trading Day: [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
  - (viii) Exchange Business Day: [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
  - (ix) Calculation Date(s): [As per ETI Linked Condition 1]/[specify]
  - (x) Initial Calculation Date: [specify]/[Not applicable]
  - (xi) Final Calculation Date: [specify]/[Not applicable]
  - (xii) Hedging Date: [specify]
  - (xiii) Investment/AUM Level: [As per ETI Linked Condition 1]/[specify]
  - (xiv) Value per ETI Interest Trading Price Barrier: [As per ETI Linked Condition 1]/[specify]
  - (xv) Number of Value Publication Days: [[specify] calendar days] [[specify] Value Business Days]  
  
[Value Business Day Centre(s): [specify]]  
  
*(Only applicable if Number of Value Publication Days is calculated by reference to Value Business Days)*
  - (xvi) Value Trigger Percentage: [As per ETI Linked Condition 1]/[specify]
  - (xvii) Value Trigger Period: [As per ETI Linked Condition 1]/[specify]

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- (xviii) Basket Trigger Level: [As per ETI Linked Condition 1]/[specify]
  - (xix) Settlement Price/Closing Price: [Official closing price]/[Value per ETI Interest]
  - (xx) Weighting: The Weighting to be applied to each ETI Interest comprising the ETI Basket is [specify]
  - (xxi) Valuation Time: [specify]
  - (xxii) Valuation Date: [specify]
  - (xxiii) Specified Maximum Days of Disruption: [specify] [eight (8) Scheduled Trading Days]
  - (xxiv) Additional Extraordinary ETI Event(s): [specify]
  - (xxv) Maximum Stock Loan Rate: [The Maximum Stock Loan Rate in respect of [specify in relation to each relevant ETI Interest] is [specify].]
  - (xxvi) ETI Interest Correction Period: [As per ETI Linked Condition 1]/[specify]
  - (xxvii) Protected Amount: [specify]
  - (xxviii) Termination Date: [specify]
  - (xxix) Market Disruption: [Specified Maximum Days of Disruption will be equal to [specify] [eight(8)] Scheduled Training Days]
  - 28. Commodity Linked Warrants: [Applicable – the Warrants are Commodity Linked Warrants/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Commodity/Commodities/Commodity Index/Commodity Indices: [specify Commodity/Commodities/Commodity Index/Commodity Indices]
  - [The Sponsor[s] of the Commodity [Index/Indices] [is/are] [specify]]
  - [Insert in the case of Commodities that are EU Allowances: The [Commodity]/[specify Commodities] [is an]/[are] EU Allowance[s]]*
  - [Relevant Registry: [specify]]]
  - (ii) Pricing Date(s): [specify]
  - (iii) Initial Pricing Date: [specify]
  - (iv) Final Pricing Date: [specify]

- (v) Commodity Reference Price: [specify]  
The Price Source is/are [specify]<sup>20</sup>
- (vi) Delivery Date: [specify]/[Not applicable]
- (vii) Nearby Month: [specify]/[Not applicable]
- (viii) Specified Price: [specify]/[Not applicable]
- (ix) Exchange: [specify]/[Not applicable]
- (x) Disruption Fallback(s): [specify]/[As per Commodity Linked Condition 2]
- (xi) Valuation Time: [Continuous monitoring [specify other] and the relevant time on [insert relevant date(s)]./[specify] (N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time. Not applicable in the case of Custom Indices).
- (xii) Specified Maximum Days of Disruption: [specify] [[specify] Commodity Business Days]<sup>21</sup>/
- (xiii) Weighting: [Not applicable/[specify]]. Each such Weighting shall be subject to adjustment in accordance with Commodity Linked Condition 2]
- 29. Inflation Linked Warrants:** [Applicable – the Warrants are Inflation Linked Warrants/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Inflation Index/Inflation Indices/Index Sponsor: [specify name of inflation index/indices]  
[specify name of inflation index sponsor(s)]
- (ii) Related Bond: [Applicable/Not applicable]
- (iii) Issuer of Related Bond: [Applicable/Not applicable] [If applicable, specify]
- (iv) Fallback Bond: [Applicable/Not applicable]
- (v) Related Bond Redemption Event: [Applicable/Not applicable] [If applicable, specify]
- (vi) Substitute Inflation Index Level: [As determined in accordance with Index Linked Condition 1] [specify].
- (vii) Cut-off Date: In respect of a [Valuation Date], the day that is [specify] Business Days prior to such [Valuation Date].
- (viii) Valuation Date: [specify]
- (ix) Reference Month: [specify]

<sup>20</sup> Delete if using automated Commodity Reference Prices

<sup>21</sup> Only applicable in respect of Commodity Linked Securities linked to a single Commodity.



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- (x) Initial Fixing Date: [specify][Not applicable]
  - (xi) Final Fixing Date: [specify][Not applicable]
  - (xii) Currency Adjustment: [Applicable/Not applicable]
  - (xiii) Inflation Index Level Adjustment: [Applicable/Not applicable]
- 30. Currency Linked Warrants:** [Applicable – the Warrants are Currency Linked Warrants/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Relevant Screen Page: [specify]
  - (ii) The relevant base currency (the "**Base Currency**") is: [specify]
  - (iii) The relevant subject [currency/currencies] ([the]/[each a] "**Subject Currency**") [is/are]: [specify]
  - (iv) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Currencies to ascertain the Settlement Price is [specify]]
  - (v) Price Source: [specify]
  - (vi) Specified Maximum Days of Disruption: [specify]/[five] Scheduled Trading Days
  - (vii) Settlement Price: [specify]
  - (viii) Valuation Time: [specify]
  - (ix) Valuation Date/Redemption Valuation Date: [specify]  
[Currency Convention: [As per Currency Linked Condition 1]/[Preceding Currency Convention]/[Modified Following Currency Convention]]
- 31. Fund Linked Warrants:** [Applicable - the Warrants are Fund Linked Warrants/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Fund/Fund Basket: [specify]  
[The [specify] Fund is a Mutual Fund]  
[The [specify] Fund is a Hedge Fund]  
[The [specify] Fund is a Private Equity Fund]

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[The [specify] Fund is a Pool Investment Vehicle]

- (ii) Fund Share(s): [specify]
- (iii) Fund Documents: [As per Fund Linked Condition 1]/[specify]
- (iv) Fund Business Day: [All Fund Share Basis/Per Fund Share Basis/Single Fund Share Basis]
- (v) Fund Service Provider: [As per Fund Linked Condition 1]/[specify]
- (vi) Calculation Date(s): [As per Fund Linked Condition 1]/[specify]
- (vii) Initial Calculation Date: [As per Fund Linked Condition 1]/[specify]
- (viii) Final Calculation Date: [specify]
- (ix) Hedging Date: [specify]
- (x) AUM Level: [As per Fund Linked Condition 1]/[specify]
- (xi) NAV Trigger Percentage: [As per Fund Linked Condition 1]/[specify]
- (xii) NAV Trigger Period: [specify]
- (xiii) Volatility Trigger Event: [Applicable/Not applicable]  

*[If Volatility Trigger Event is applicable:*

Volatility Trigger Percentage: [specify]

Volatility Trigger Period: [As per Fund Linked Condition 1]/[specify]]
- (xiv) Number of NAV Publication Days: [As per Fund Linked Condition 1]/[specify]
- (xv) Basket Trigger Level: [As per Fund Linked Condition 1]/[specify]
- (xvi) Termination Date: [specify]
- (xvii) Delayed Payment Cut-off Date: [As per Fund Linked Condition 1]/[specify]
- (xviii) [Weighting: [Not applicable/[specify]. [Each such Weighting shall be subject to adjustment in accordance with Fund Linked Condition 4]
- (xix) Protected Amount: [specify] per Security

- 32. Underlying Interest Rate Linked Warrants:** [Applicable - the Warrants are Underlying Interest Rate Warrants/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate<sub>1</sub>:" and "Underlying Interest Rate<sub>2</sub>:" and repeat paragraphs 31(i) to (vii) below, as applicable and repeat for each Underlying Interest Rate)*
- (i) Underlying Interest Determination Date(s): [specify]
- (ii) Manner in which the Underlying Interest Rate is to be determined: [Screen Rate Determination – [IBOR]/[SONIA]/[SOFR]/[€STR]/[SARON]/[TONA]]/[ISDA Determination]
- (iii) Screen Rate Determination: [Applicable]/[Not applicable]
- (If not applicable, delete the remain sub-paragraphs of this paragraph)*
- (a) Underlying Reference Rate: [specify] *(Specify EURIBOR, SONIA, SOFR, €STR, SARON, TONA or other)*
- (b) Specified Time: [Include where the Underlying Reference Rate is EURIBOR: 11:00 am, Brussels time]/[specify]/[Not applicable]
- (c) Relevant Screen Page: [specify]/[The SOFR Screen Page]/[ECB Website]
- (Where the Underlying Reference Rate is SONIA and the Observation Method is SONIA Index with Observation Shift, include details as to where the SONIA Index is published or displayed and the relevant time for publication.)*
- (d) [Calculation Method: [Include where the Underlying Reference Rate is SONIA: [Compounded Daily]/[Weighted Average]]
- [Include where the Underlying Reference Rate is SOFR: [SOFR Arithmetic Mean]/[SOFR Compound]]]
- (e) [Observation Method: [Include where the Underlying Reference Rate is SONIA: [Lag]/[Lock-out]/[Shift]/[SONIA Index with Observation Shift]]
- [Include where the Underlying Reference Rate is SOFR: [SOFR Compound with Lookback]/[SOFR Compound with Observation Period Shift]/[SOFR Index with Observation Shift]]
- [Include where the Underlying Reference Rate is €STR: [Lag]/[Shift]]
- [Include where the Underlying Reference Rate is TONA: [TONA Compound with Lookback]/[TONA Compound with

Observation Period Shift]]

- (f) [Lookback Period: [[specify] [London Business Days]/[U.S. Government Securities Business Days]/[T2 Business Days]/[Zurich Banking Days]/[Tokyo Banking Days]]/[As per the Conditions]/[Not applicable]]

*(Include where the Underlying Reference Rate is SONIA (where the Observation Method is Lag or Shift), SOFR (where the Calculation Method is SOFR Compound and the Observation Method is SOFR Compound with Lookback), €STR, SARON or TONA (where the Observation Method is TONA Compound with Lookback).)*

- (g) [Observation Shift Days: [[specify] U.S. Government Securities Business Days]/[As per the Conditions]/[Not applicable]]

*(Include where the Underlying Reference Rate is SOFR, the Calculation Method is SOFR Compound and the Observation Method is SOFR with Observation Period Shift or SOFR Index with Observation Shift)*

[[specify] Relevant Business Days]/[As per the Conditions]/[Not applicable]

[Observation Shift Business Centre(s): [specify]]

*(Include where the Underlying Reference Rate is TONA and the Observation Method is TONA Compound with Observation Period Shift)*

- (h) [SOFR Cut-off Date: [As per Underlying Interest Linked Condition 3(c)]/[specify] U.S. Government Securities Business Days]/[Not applicable]]

*(Include where the Underlying Reference Rate is SOFR. Must apply where the Calculation Method is SOFR Arithmetic Mean)*

- (i) [SOFR Replacement Alternatives Priority: [As per Underlying Interest Linked Condition 3(c)(iv)]/[specify order of priority of SOFR Replacement Alternatives listed in Underlying Interest Rate Linked Condition 3(c)(iv)]]

- (j) [Rate Cut-off Time: [specify]/[As per Underlying Interest Linked Condition 3(d)]/[Not applicable]]

*(Include where the Underlying Reference Rate is €STR)*

- (k) [ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions]]

*(Include where the Underlying Reference Rate is either SOFR or €STR)*

- (l) Underlying Interest Period: [Underlying Interest Period Start Date: [specify]  
Underlying Interest Period End Date: [specify]]/

*[Include where the Underlying Reference Rate is SONIA and*

*Lag is specified as the Observation Method: [specify]]]*

(iv) ISDA Determination:

- (a) Floating Rate Option: [specify]
- (b) Designated Maturity: [specify]
- (c) Reset Date: [specify]

*[(N.B. The fallback provisions applicable to ISDA Determination under the 2006 ISDA Definitions are reliant upon the provision by reference banks of offered quotations for EURIBOR which, depending on market circumstances, may not be available at the relevant time)]*

(v) Underlying Margin(s): [ +/- ][●] per cent. per annum

(vi) Minimum Underlying Reference Rate: [●] per cent. per annum

(vii) Maximum Underlying Reference Rate: [●] per cent. per annum

33. Hybrid Warrants: [Applicable/Not applicable]

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

*[If applicable:*

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

*[Include each Type of Underlying Reference]*

Type of Underlying Reference

[●] [See item [●]]

[●] [See item [●]]

[●] [See item [●]]

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

*[if applicable:*

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

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

**34.** Early Termination: [Applicable][Not applicable]

(i) Early Termination Amount: [Payout Amount]

[Calculation Amount x *[specify]* per cent.]

[Liquidation Proceeds][Liquidation Proceeds/No Unwind Costs] [Liquidation Proceeds Cap: not applicable] [Liquidation Proceeds/Fair Market Value] *[Specify if different Early Termination Amounts apply to different Early Termination Events] [Specify]*

(ii) Early Termination Events:

(a) Asset Payment [Applicable][Not applicable]  
Default Event:

(b) Asset Default [Applicable][Not applicable]  
Event:

(c) Asset Redemption [Applicable][Not applicable]  
Event:

(d) Asset Payment [Applicable][Not applicable]  
Shortfall Event:

(e) Compartment Tax [Applicable][Not applicable]  
Event:

(f) Related Agreement [Applicable][Not applicable]  
Termination Event:

(g) Annex Early [Applicable][Not applicable]  
Redemption Event:

(h) Compartment [Applicable][Not applicable]  
Change in Law  
Event:

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- |       |   |   |
|-------|---|---|
| (i)   | Reference Securities Restructuring Event:                                 | [Applicable][Not applicable]  |
| (j)   | Reference Securities Regulatory Event:                                    | [Applicable][Not applicable]  |
| (k)   | Charged Asset Repudiation / Moratorium Event:                             | [Applicable][Not applicable]  |
| (l)   | Charged Assets Issuer Bankruptcy Event:                                   | [Applicable][Not applicable]  |
| (m)   | Reference Securities Impossibility Event:                                 | [Applicable][Not applicable][Initial Reference Security Purchase Date[(s)]: <i>[Specify]</i> ( <i>Delete if not applicable</i> )  |
| (n)   | Regulatory Ratio Event:   | [Applicable][Not applicable][Regulatory Ratio Event -SNP is applicable]( <i>Specify if applicable</i> )   |
| (o)   | Compartment Regulatory Event:   | [Applicable][Not applicable][Regulatory Increased Costs is applicable]( <i>Specify if applicable</i> )  |
| (iii) | Swap Counterparty optional termination - Call option (Condition 9(h)(i)): | [Applicable][Not applicable]<br><i>(If applicable, specify dates on which the Swap Counterparty may opt to terminate the Swap Agreement and on what notice to the Issuer)</i>   |
| (iv)  | Swap Counterparty optional termination - Repurchase (Condition 9(h)(ii)): | [Applicable][Not applicable]<br><br>[Initial Condition Precedent: Applicable ( <i>delete remaining text below if not applicable</i> )<br><br>[Acquiring Party: [●]] ( <i>Complete where different from as specified in Condition 9(h)(ii)</i> )<br><br>[Additional Proceeds Amount: [●]] ( <i>delete if not applicable</i> )<br><br>[Additional Proceeds Payer: Alternative Additional Proceeds Payer is applicable] ( <i>delete if not applicable</i> )<br><br>[Initial Condition Precedent Date: [●]] ( <i>Complete where different from as specified in Condition 9(h)(ii)</i> )<br><br>[Initial Condition Precedent Time: [●]] ( <i>Insert where different from as specified in Condition 9(h)(ii)</i> )<br><br>[Initial Remittance: Full Proceeds/Partial Proceeds]( <i>delete if not applicable</i> ) |
| (v)   | Settlement Date Extension:  | [Applicable][Not applicable]  |

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*[if Settlement Date Extension is applicable, specify the Extended Settlement Date]*

*[if Settlement Date Extension is applicable, specify whether "Sale of Assets" is applicable or not applicable]*

- (vi) Swap Termination Without Cancellation: [Applicable][Not applicable]
35. Additional Disruption Events: [Applicable/Not applicable]/[Change in Law/Hedging Disruption] does not apply to the Securities]
36. Optional Additional Disruption Events: The following Optional Additional Disruption Events apply to the Securities:
- (Specify each of the following which applies. N.B. Optional Additional Disruption Events are applicable to certain Index Linked Securities, Share Linked Securities, ETI Linked Securities and Commodity Linked Securities. Careful consideration should be given to whether Optional Additional Disruption Events would apply for Debt Linked Securities, Currency Linked Securities and Fund Linked Securities.)*
- [Administrator/Benchmark Event]
- [Increased Cost of Hedging]
- [Increased Cost of Stock Borrow]
- [Insolvency Filing]
- (N.B. Only applicable in the case of Share Linked Securities)*
- [Cancellation Event]
- (N.B. Only applicable in the case of Debt Linked Securities)*
- [Loss of Stock Borrow]
- [[Stop-Loss Event] *(specify applicable levels for purposes of Condition 8(e))*
- [Stop-Loss Event Percentage: [5] per cent.]]
- [Currency Event]
- [Force Majeure Event]
- [Jurisdiction Event]
- [Failure to Deliver due to Illiquidity]
- (N.B. Failure to Deliver due to Illiquidity is applicable to certain Share Linked Securities. Careful consideration should be given to whether Failure to Deliver due to Illiquidity would apply to other Physical Delivery Securities)*



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[The Maximum Stock Loan Rate in respect of *[specify in relation to each relevant Share/Security]* is *[specify]*.

*(N.B. Only applicable if Loss of Stock Borrow is applicable)*

[The Initial Stock Loan rate in respect of *[specify in relation to each relevant Share/Security]* is *[specify]*.

*(N.B. Only applicable if Increased Cost of Stock Borrow is applicable)*

**37. Knock-in Event:**

[Applicable/Not applicable]

[If applicable:

*[specify]*/"greater than"/"greater than or equal to"/"less than"/"less than or equal to"/["within"]/[Knock-in Bottom Level/Knock-in Top Level: In respect of the Knock-in Bottom Level, "less than"/"less than or equal to" and in respect of the Knock-in Top Level, "greater than"/"greater than or equal to"]]

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

(vii) SPS Knock-in Valuation:

[Applicable/Not applicable]

*[If applicable replicate relevant provisions from Payout Condition 1]*

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

*[If FX Knock-in Valuation is applicable, insert relevant provisions from Payout Condition 1.]*

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

[Performance Value: [Applicable/Not applicable]]

(viii) Level:

[Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]<sup>22</sup> /[Standard Level]/[Not applicable]

(ix) Knock-in  
[Price][Level]/Knock-in  
Range  
[Price][Level]/Knock-in  
Bottom Level/Knock-in  
Top Level:

[Knock-in Level: *[specify]*]/[FX Knock-in Level]]

*[If FX Knock-in Level is specified, replicate relevant provisions from Payout Condition 1]*

[Knock-in Range Level: *[specify]*]

[Knock-in Bottom Level: *[specify]*]

[Knock-in Top Level: *[specify]*]

<sup>22</sup>

Only applicable in relation to Index Linked Securities, Share Linked Securities, Debt Linked Securities, ETI Linked Securities, Commodity Linked Securities and Currency Linked Securities.

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- (x) Knock-in Period Beginning Date: *[specify]*
- (xi) Knock-in Period Beginning Date Day Convention: *[Applicable/Not applicable]*
- (xii) Knock-in Determination Period: *[specify]/[See definition in Condition 7(q)]*
- (xiii) Knock-in Determination Day(s): *[specify]/[Each [Scheduled Trading Day/ Scheduled Custom Index Business Day/ Commodity Business Day/Fund Business Day/Business Day] in the Knock-in Determination Period]*
- (xiv) Knock-in Period Ending Date: *[specify]*
- (xv) Knock-in Period Ending Date Day Convention: *[Applicable/Not applicable]*
- (xvi) Knock-in Valuation Time: *[specify/See definition in Condition 7(q)]/[Valuation Time]/[Any time on a Knock-in Determination Day]/[Not applicable]*
- (xvii) Knock-in Value: *[specify]*
- (xviii) Knock-in Observation Price Source: *[specify]*
- (xix) Disruption Consequences: *[Applicable/Not applicable]*
- 38. Knock-out Event: *[Applicable/Not applicable]*  
*[If applicable:*  
*[specify]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]/["within"]/[Knock-out Corridor Range]*  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) SPS Knock-out Valuation: *[Applicable/Not applicable]*  
*[If applicable replicate relevant provisions from Payout Condition I]*  
*[If SPS Knock-out Valuation is not applicable and the Warrants are Currency Linked Securities, specify if FX Knock-out Valuation is applicable.]*  
*[If FX Knock-out Valuation is applicable, replicate relevant provisions from Payout Condition 1.]*

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

[Performance Value: [Applicable/Not applicable]]

(ii) Level: [Knock-out Corridor Value 1:] [Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]<sup>23</sup>[Standard Level]<sup>24</sup>[Not applicable]

[Knock-out Corridor Value 2: [official level]/[official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level]/[Not applicable]]

(iii) Knock-out [Price][Level] [Knock-out Level: *specify*][FX Knock-out Level]  
/Knock-out Range  
[Price][Level]/Knock-out  
Corridor Range/Knock-out  
Bottom Level/Knock-out  
Top Level: *If FX Knock-out Level is specified, replicate relevant provisions from Payout Condition I*  
*If Knock-out Corridor Range is applicable:*

*If Knock-out Corridor Range is applicable:*

Knock-out Low Barrier: *specify*

Knock-out High Barrier: *specify*

[Knock-out Range Level: *specify*]

[Knock-out Bottom Level: *specify*]

[Knock-out Top Level: *specify*]

(iv) Knock-out Period *specify*  
Beginning Date:

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

(vi) Knock-out Determination *specify*  
Period:

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

(viii) Knock-out Period Ending *specify*  
Date:

(ix) Knock-out Period Ending [Not applicable/Applicable]  
Date Day Convention:

<sup>23</sup> Only applicable in relation to Index Linked Securities, Share Linked Securities, Debt Linked Securities, ETI Linked Securities, Commodity Linked Securities and Currency Linked Securities.

<sup>24</sup> Only applicable in relation to Index Linked Securities, Share Linked Securities, Debt Linked Securities, ETI Linked Securities, Commodity Linked Securities and Currency Linked Securities.

- (x) Knock-out Valuation Time: *[specify]*/[See definition in Condition 7(q)] [Any time on a Knock-out Determination Day]/[Valuation Time]/[Not applicable]
- (xi) Knock-out Value: *[specify]*
- (xii) Knock-out Observation Price Source: *[specify]*
- (xiii) Disruption Consequences: [Applicable/Not applicable]
- 39. Units: Warrants must be exercised in Units. Each Unit consists of the number of Warrants set out in "Specific Provisions for each Series" above. *(N.B. This is in addition to any requirements relating to "Minimum Exercise Number" or "Maximum Exercise Number" as set out below).*
- 40. Minimum Exercise Number: The minimum number of Warrants that may be exercised (including automatic exercise) on any day by any Holder of Securities is *[specify]* [and Warrants may only be exercised (including automatic exercise) in integral multiples of *[specify]* Warrants in excess thereof].
- 41. Maximum Exercise Number: The maximum number of Warrants that must be exercised on any day by any Holder or group of Holders of Securities (whether or not acting in concert) is *[specify]*. *(N.B. not applicable for European Style Warrants)*
- 42. Issuer Call Option: [Applicable/Not applicable]
- 43. Optional Termination Date: *[specify]*
- 44. Optional Termination Amount: *[specify]*
- 45. Exercise Price(s): The exercise price(s) per [Warrant/Unit] (which may be subject to adjustment in accordance with Annex 2 in the case of Index Linked Securities, Annex 3 in the case of Share Linked Securities, Annex 4 in the case of Debt Linked Securities and Annex 5 in the case of Commodity Linked Securities) is set out in "Specific Provisions for each Series" above. *(N.B. This should take into account any relevant Weighting and, in the case of an Index Linked Security, must be expressed as a monetary value).*
- 46. Exercise Date: The exercise date of the Warrants is set out in "Specific Provisions for each Series" above, provided that, if such date is not an Exercise Business Day, the Exercise Date shall be the immediately succeeding Exercise Business Day. *(N.B. Only applicable in relation to European Style Warrants).*
- 47. Exercise Period: The exercise period in respect of the Warrants is set out in "Specific Provisions for each Series" above, [inclusive of the dates specified] [, or if either day specified is not an Exercise Business Day, the immediately succeeding Exercise Business

Day]. *(N.B. Only applicable in relation to certain American Style Warrants).*

**48. Other provisions:**

[Applicable]/[Not applicable]

(i) Valuation Date:

[The Valuation Date shall be the Actual Exercise Date of the relevant Warrant, subject to adjustments in accordance with Condition 4]/[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 4]/[specify]. *(N.B. specify if different from the definition in Condition 4.)*

[Currency Convention: [As per Currency Linked Condition 1]/[Preceding Currency Convention]/[Modified Following Currency Convention]] *(N.B. Only applicable to Currency Linked Securities)*

(ii) Strike Date:

[specify] *(N.B. Only relevant for certain Index, Share, and Currency Linked Securities)*

[Currency Convention: [As per Currency Linked Condition 1]/[Preceding Currency Convention]/[Modified Following Currency Convention]] *(N.B. Only applicable to Currency Linked Securities)*

(iii) Strike Day:

[specify]

(iv) Strike Period:

[specify]

(v) Strike Price:

[specify]

(vi) Averaging:

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

[Currency Convention: [As per Currency Linked Condition 1]/[Preceding Currency Convention]/[Modified Following Currency Convention]] *(N.B. Only applicable to Currency Linked Securities)*

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

(vii) Observation Dates:

[specify]/[Not applicable]

[Currency Convention: [As per Currency Linked Condition 1]/[Preceding Currency Convention]/[Modified Following Currency Convention]] *(N.B. Only applicable to Currency Linked Securities)*

[In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will

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apply.] *(N.B. Not applicable to Index Linked Securities relating to a Custom Index or Commodity Linked Securities)*

[Observation Day Disruption Consequences are not applicable]]

(viii) Observation Period: [specify]/[Not applicable]

(ix) Swap Termination Without Cancellation: [Applicable/Not applicable]

(x) Automatic Expiration<sup>25</sup>: Early [Applicable / Not applicable]

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

*[If applicable: ["greater than" / "greater than or equal to" / "less than" / "less than or equal to"]]*

[AER Knock-out: [Knock-out Event]/[Knock-in Event]

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition [1].]*

(a) Automatic Expiration Level: Early [specify]

(b) Automatic Expiration Time: Early [specify]

(c) Automatic Redemption Payout: Early [Not applicable]

[SPS Automatic Early Redemption Payout:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

[Target Automatic Early Redemption:

Target Cumulative Coupon: [Applicable]/[Not Applicable]

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*

[FI Underlying Automatic Early Redemption:

Accrual to Automatic Early Redemption: [Applicable/Not applicable]

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*

[FI Underlying Automatic Early Redemption:

*[Replicate formula, relevant value(s) and related provisions*

<sup>25</sup>

Only applicable in relation to Index Linked Warrants, Share Linked Warrants, ETI Linked Warrants, Commodity Linked Warrants, Debt Linked Warrants and Currency Linked Warrants.

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*from Payout Condition 2]*

[FI Coupon Automatic Early Redemption:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*

[Dropback Automatic Early Redemption Payout:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*

[Maximum Automatic Early Redemption Payout: [●]]

[Minimum Automatic Early Redemption Payout: [●]]]

Accrual to Automatic Early Redemption: [Applicable/Not applicable]

(d) AER Exit Rate: [Not applicable]

[AER Rate

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

[AER Athena up Rate

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

[AER CSN Rate

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

(e) Automatic Early [specify][AER Knock-out Date]  
Expiration  
Valuation Time:

(f) Automatic Early [specify]  
Expiration  
Valuation Date(s):

(g) Automatic Early [specify]  
Expiration  
Valuation Period:

(h) Automatic Early [specify]  
Expiration  
Settlement Date:

(i) Observation Price [specify]  
Source:

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- (j) Underlying Reference Level: [Official level]/[Official close]/[last price]/[bid price]/[asked price]/[Standard Underlying Reference Level]/ [Not applicable]
- (k) SPS AER Valuation: [Applicable/Not applicable]  
*[If applicable include formula, relevant value(s) and related provisions from Payout Condition 1]*
- (l) AER Averaging: AER Averaging [applies/does not apply] to the Warrants. [The AER Averaging Dates are [specify].]  
 [Official level]/[Official close]/[last price]/[bid price]/[asked price]/[Standard Underlying Reference  
 [In the event that an AER Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] (as defined in Condition 19) will apply.]  
 (Not applicable to Commodity Linked Securities, Fund Linked Securities, Currency Linked Securities or Custom Index Securities)
- (m) AER Knock-out: [Applicable/Not applicable]  
 [Knock-out Event]  
 [Knock-in Event]

### COMPARTMENT ASSETS AND SECURITY

49. Description of Compartment: Compartment [ ]*[specify number/designation]*  
 [Compartment [●] is a Multi-Series Compartment, in respect of which at any time more than one Series of Related Warrants may be outstanding] *[delete if Compartment is not a Multi-Series Compartment]*

- (i) Legal nature of Charged Assets: *[[In the case of a Series of Warrants in respect of which one or more Series of Related Warrants may be outstanding from time to time:]*

**If, at the time of any enforcement of the Compartment Security pursuant to Condition 13 (Enforcement and Realisation), one or more Series of Related Warrants (as defined in Condition 11(a)(iii)) is outstanding, holders of the Warrants to which these Final Terms apply and the holders of such Related Warrants will share equally and rateably in any Charged Assets in accordance with the Order of Priority specified below.**

[As at the Issue Date, there are not any Series of Related Warrants outstanding for this Compartment.][As at the date of the Final Terms, there are [●] Series of Related Warrants



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outstanding for this Compartment] *[Insert and complete as applicable if Compartment is a Multi-Series Compartment.]*

[Compartment Asset Coverage Test: Applicable and [Compartment Asset Coverage Market Value]/[Compartment Asset Coverage Notional Value] is applicable.

[Compartment Asset Coverage Percentage [●] per cent. *[specify if other than 100 per cent.]*[Compartment Asset Coverage Market Value Percentage is applicable.] *[Delete if not applicable]*

*[Delete if Compartment Asset Coverage Test is not applicable or the Compartment is not a Multi-Series Compartment]]*

As set out in Condition [9(c)(i)][(A)[and](B)(C)] *(Specify as applicable) [Specify governing law jurisdiction(s)]*

The Related Agreements are:

- [the Swap Agreement;[and]][.]*[specify for all applicable Charged Asset Structures]*
- [the Deposit Agreement.];[and]*[specify where Charged Asset Structure 1 or 3 is applicable]*
- [the Repurchase Agreement.]*[specify where Charged Asset Structure 7 is applicable]*

[The Compartment Assets are the Reference Securities specified in paragraph 10 of Part B] [The Compartment Assets are the assets specified in paragraph 10 of Part B] *[specify if one of Charged Asset Structures 2, 5 or 6 is applicable]*

*[In the case of a Series of Warrants in respect of which one or more Series of Related Warrants may be outstanding from time to time, insert description of new Compartment Assets to be included in the Compartment in connection with the issue of this Series of Warrants:*

The Compartment Assets are the Reference Securities specified in paragraph 10 of Part B] [The Compartment Assets are the assets specified in paragraph 10 of Part B] *[specify if one of Charged Asset Structures 2, 5 or 6 is applicable]* (the "**Specified Compartment Assets**"), together with the "Specified Compartment Assets" set out in the applicable Final Terms for each Series of Related Warrants outstanding from time to time]

*[NB: The assets which can constitute Compartment Assets for a Series of Warrants issued through a Multi-Series Compartment must be consistent for each Series of Related Warrants]*

- (ii) Counterparties to Related Agreement(s):
- [The counterparty to the Swap Agreement is [BNP Paribas][BNP Paribas Financial Markets S.N.C.](the "**Swap Counterparty**") [and]
  - [The counterparty to the Repurchase Agreement is [BNP Paribas]/[BNP Paribas Financial Markets S.N.C.] (the "**Repo Counterparty**").]
  - [The counterparty to the Collateral Exchange Agreement is [BNP Paribas]/[BNP Paribas Financial Markets S.N.C.] (the "**Collateral Exchange Counterparty**").]
- [See paragraph 10(vi) of Part B for details of the [Swap Counterparty]/[Collateral Exchange Counterparty]/[Deposit Counterparty]<sup>26</sup>
- (iii) Compartment Account: [Applicable/Not applicable]
- (iv) Cash Manager: [Applicable – BNP Paribas, Succursale de Luxembourg / Not applicable]
- (v) Account Bank: [Applicable – BNP Paribas, Succursale de Luxembourg / Not applicable]
- (vi) Custodian: [Applicable – BNP Paribas, Succursale de Luxembourg / Not applicable]
- (vii) Sub-Custodian in relation to the Compartment Assets: [Applicable / Not applicable]
- (viii) Compartment Security for the Warrants is "Charged Assets charged to Trustee; additional foreign law security": [Applicable / Not applicable]
- (ix) Compartment Assets substitution by Swap Counterparty (pursuant to Condition 9(f)): [Applicable / Not applicable]
- (x) Permitted currency of securities to be substituted for the Compartment Assets (pursuant to Condition 9(f)): [*Specify currency*]
- (xi) Eligible Compartment Assets Issuer: [*Identify any Eligible Compartment Assets Issuer for the purposes of Condition 9(f) including its name, address, country of incorporation, nature of its business and confirmation that it has securities admitted to trading on a regulated or equivalent market or has obligations guaranteed*]

<sup>26</sup>

Insert reference to paragraph 11(vi) of Part B where relevant counterparty constitutes an obligor for the purposes of item 2.2.11(b) of Annex 19 of the Prospectus Regulation

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*by an entity admitted to trading on a regulated or equivalent market.]*

- |        |   |                               |
|--------|---|-------------------------------|
| (xii)  | Alternative Substitution (Condition 9(f)):  | [Applicable / Not applicable] |
| (xiii) | Delivery or payment of the securities, obligations or cash which may be substituted for the Compartment Assets to the Custodian by (if not Swap Counterparty) (Condition 9(f)): | [Counterparty]                |
| (xiv)  | Substitution Notification:  | [Applicable][Not applicable]  |
- 50.** Compartment Assets substitution under a Credit Support Annex/Credit Support Deed/Pledge: delivery or payment of securities, obligations or cash by (if not Swap Counterparty) (Condition 9(g)):
- [Credit Support Annex / Credit Support Deed/Pledge][Counterparty]
- 51.** Order of Priority: The order of priority of payments made by the issuer to the holders of the class of securities in question:
- [Swap Counterparty Priority][Pari Passu Ranking][Warrantholder Priority]
- [If one or more Series of Related Warrants may be outstanding at any time in respect of the Compartment, the Order of Priority must be the same for the Warrants and each Series of Related Warrants]*

### OTHER PROVISIONS

- 52.** Issuer Substitution: [Not applicable/Applicable]
- 53.** Additional U.S. Federal income tax consequences:
- [insert details]/[Not applicable]/[The Warrants are [not] Specified Securities (as defined in the Base Prospectus) for the purpose of Section 871(m) of the U.S. Internal Revenue Code of 1986.][The Securities may be Specified Securities for the purpose of Section 871(m) of the U.S. Internal Revenue Code of 1986. If the Securities are Specified Securities, then the following provisions will apply.][Additional information regarding the application of Section 871(m) to the Securities will be available at [give name(s) and address(es) of Issuer contact]. [The Issuer will arrange for withholding under Section 871(m) to be imposed on any dividend equivalent payment at a rate of 30 per cent.]]
- (If the Securities are Specified Securities, include the "Additional information" sentence and provide the appropriate contact information at the Issuer. N.B. Include the option above, completed as appropriate, where (a) the Securities do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities or (b) the Section 871(m) determination has been made by the time the Final Terms are finalised (in which case, the determination will*

*have been made either (i) on the pricing date, if this falls 14 days or fewer before the issue date or (ii) on the issue date, if the pricing date falls more than 14 days before the issue date). Otherwise, include the following option, completed as appropriate:*

[As at the date of these Final Terms, the Issuer has not determined whether the Securities are Specified Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified Securities for these purposes. **This is indicative information only subject to change and if the Issuer's final determination is different then it will give notice of such determination.** Please contact [give name(s) and address(es) of Issuer contact] for further information regarding the application of Section 871(m) to the Securities.]]

*(The Securities will not be Specified Securities if they (i) are issued prior to 1 January 2025 and provide a return that differs significantly from the return on an investment in the underlying (i.e. they are not "delta-one" securities for U.S. tax purposes) or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Securities reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities and (i) are issued prior to 1 January 2025 and provide a return that does not differ significantly from the return on an investment in the underlying, or (ii) are issued on or after 1 January 2025, further analysis would be required.)*

[Payments on the Specified Securities are calculated by reference to [Net Dividends/Net Total Returns]. By purchasing a Specified Security, the parties agree that in calculating the relevant payment amount the Issuer may withhold, and the purchaser is deemed to have received 30 per cent. of any dividend equivalent payments (as defined in Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended) in respect of the relevant [U.S. securities/U.S. dividend paying index components]. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

[For this purpose, "**Net Dividends**" means the dividends paid by an issuer of a security net of 30 per cent. U.S. federal withholding tax.]

[For this purpose "**Net Total Returns**" means the net total return of the U.S source dividend paying components, as calculated by the Index Sponsor, of an index that reinvests U.S source dividends paid by an issuer of a security that is a component of the index net of 30 per cent. U.S withholding tax on such U.S source dividends.]]

## DISTRIBUTION

- 54.** Date of [Subscription Agreement]:<sup>27</sup> [specify]
- 55.** Name [and address]<sup>28</sup> of Dealer: [specify]
- 56.** Total commission and concession:<sup>29</sup> [specify] per cent. of the Aggregate Nominal Amount
- 57.** Non-exempt Offer: [Applicable][Not applicable] *(If not applicable, delete the remaining placeholders of this paragraph and paragraph 7 of Part B)*
- (i) Non-exempt Offer Jurisdictions: [specify relevant Member State(s) where the Issuer intends to make Non-exempt Offers (select from the list of Non-exempt Offer Jurisdictions in the Base Prospectus) - which must be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)]
- (ii) Offer Period: [specify date, and if applicable, time] until [and including][specify date (and if applicable, time) or a formula such as "the Issue Date" or "the date which falls [specify] Business Days thereafter"] [subject to any early closing] / [From (and including) the Issue Date until (and including) the date on which the Securities are delisted].
- (iii) Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the Conditions in it: [insert names and addresses of financial intermediaries receiving consent (specific consent)]
- 58.** Prohibition of Sales to EEA and UK Retail Investors:
- (i) Prohibition of Sales to EEA Retail Investors [Applicable/Not applicable]
- (If the Securities clearly do not constitute "packaged" products or the Securities do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Securities may constitute "packaged" products and no key information document will be prepared in the EEA, "Applicable" should be specified.)*
- [The Securities are only intended to be offered, sold or otherwise made available to investors via the professional segment of [the regulated market of the Luxembourg Stock Exchange]/[the Euro MTF Market].]<sup>30</sup>
- (ii) [Prohibition of Sales to Belgian Consumers: Not applicable]

<sup>27</sup> Delete, if the issue price is less than EUR100,000 (or is equivalent in the relevant currency as of the Issue Date).

<sup>28</sup> Delete if the issue price is EUR100,000 (or its equivalent in the relevant currency as of the Issue Date).

<sup>29</sup> Delete if issue price is EUR100,000 (or its equivalent in the relevant currency as of the Issue Date).

<sup>30</sup> Include if the Securities are intended to be listed and admitted to trading on the professional segment of the Luxembourg Stock Exchange.

- (iii) Prohibition of Sales to UK Retail Investors [Applicable/Not applicable]

*(If the Securities clearly do not constitute "packaged" products or the Securities do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be specified. If the Securities may constitute "packaged" products and no key information document will be prepared in the UK, "Applicable" should be specified.)*

[The Securities are only intended to be offered, sold or otherwise made available to investors via the professional segment of [the regulated market of the Luxembourg Stock Exchange]/[the Euro MTF Market].]<sup>31</sup>

- (iv) Prohibition of Sales to EEA Non Retail Investors (where Securities are held in a retail account): [Applicable (*Applicable means that the Securities may only be held by a retail investor in a retail account (pursuant to Article 428i of Regulation (EU) No 575/2013, as amended) (except where the Securities are held by any relevant distributor or an intermediary for secondary market purposes))*)/[Not applicable]

- (v) Prohibition of Sales to UK Non Retail Investors (where Securities are held in a retail account): [Applicable (*Applicable means that the Securities may only be held by a retail investor in a retail account (pursuant to Article 428i of Regulation (EU) No 575/2013, as amended as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018, as the case may be) (except where the Securities are held by any relevant distributor or an intermediary for secondary market purposes))*)/[Not applicable]

Signed on behalf of the Issuer:

By: \_\_\_\_\_

Duly authorised

By: \_\_\_\_\_

Duly authorised

<sup>31</sup>

Include if the Securities are intended to be listed and admitted to trading on the professional segment of the regulated market of the Luxembourg Stock Exchange or the Euro MTF Market, as the case may be.

## PART B – OTHER INFORMATION

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

- (i) Listing: [Luxembourg Stock Exchange's Official List/*Specify other*/None]
- (ii) Admission to trading: [Application has been made for the Warrants to be admitted to trading on [the professional segment of the] [Luxembourg Stock Exchange's Regulated Market/ [the professional segment of the] Luxembourg Stock Exchange's Euro MTF Market/*Specify other*] [with effect from [*specify*]].] [Not applicable.]
- (Where documenting a fungible issue need to indicate that original [Warrants] are already admitted to trading)*
- (iii) Estimate of total expenses related to admission to trading: [*specify*]/[Not applicable]<sup>1</sup>
- (iv) De-listing: [Not applicable][The de-listing of the Warrants 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].

### 2. Ratings

[The Securities to be issued [[have been]/[are expected to be]] rated [insert details] by [insert credit rating agency name(s)].]

[The Securities have not been rated.]

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

[•]

*(The above disclosure should reflect the rating allocated to Securities of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)]]*

***EITHER*** *[[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 (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with such Regulation.]*

<sup>1</sup> Specify not applicable if minimum denomination is less than EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date)

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**OR** *[[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.]*

**OR** *[[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 "**CRA Regulation**"). 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 (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) 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/the United Kingdom (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.]*

**OR** *[[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 "**CRA Regulation**"), but it [is]/[has applied to be] certified in accordance with the CRA Regulation[[ EITHER:] and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the CRA Regulation] [OR:] 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].]*

**OR** *[[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*



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*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].]*

**OR** *[[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 "**CRA Regulation**"). 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/the United Kingdom (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 the relevant market participants.]*

### **3. Interests of Natural and Legal Persons Involved in the [Issue/Offer]**

*[Not applicable] [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]*

*[Save [for the fees [of [insert relevant fee disclosure]] payable to [insert name of Authorised Officer] and] as discussed [in the "Potential Conflicts of Interest" paragraph in the "Risk Factors" section in the Base Prospectus], so far as the Issuer is aware, no person involved in the [issue/offer] of the Notes has an interest material to the [issue/offer].]*

### **4. Reasons for the [Issue/Offer], Estimated Net Proceeds and Total Expenses**

- (i) Reasons for the [See "Use of Proceeds" in the Base Prospectus]/[give details]  
[Issue/Offer]

*(See "Use of Proceeds" wording in Base Prospectus. If reasons for [issue/offer] are different from what is disclosed in the Base Prospectus, give details.)*

- (ii) Estimated net proceeds: [Up to] [specify][Not applicable]

*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds*

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*insufficient to fund all proposed uses state amount and sources of other funding.)*

*[specify] [Include breakdown of expenses]]*

(iii) Estimated total expenses:

**5. Performance of Underlying/Formula/Other Variable, Explanation of Effect on Value of Investment and Associated Risks and Other Information concerning the Underlying Reference or Reference Rate**

*[Not applicable] [Need to include details of where past and future performance and volatility of the index/formula/other variables can be obtained. If there is a derivative component or complex derivative in the settlement amount, an example of how the value of the investment is affected by the value of the underlying or the nature of the securities may be included.]]* *[Information on past and future performance and volatility of [specify underlying] can be obtained [but not] free of charge, from [Reuters/Bloomberg/give details of electronic means of obtaining the details of performance].*

*[Where the underlying is an index need to include the name of the index and where the information about the index can be obtained. NB: The Securities may not be linked to an index composed by the Issuer or any entity belonging to the same group as the Issuer.]]* *[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.]*

*[Include where the Securities reference SOFR: The Issuer is not affiliated with the Federal Reserve Bank of New York. The Federal Reserve Bank of New York does not sanction, endorse or recommend any products or services offered by the Issuer.]*

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

**6. Operational Information**

- (i) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg approved by the Issuer and the Principal Warrant and Certificate Agent and the relevant identification number(s) and address(es): *[Not applicable/give name(s) number(s) and address(es)]*
- (ii) Delivery: Delivery *[against/free of]* payment
- (iii) Additional Paying Agent(s) *[Not applicable/give name]* (if any):

**7. Non-exempt Offer**

- (i) Authorised Offeror: *[Not applicable]/[Specify identity of any Authorised Offeror(s)(including LEIs)]* *[See paragraph 57 of Part A above]*

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- (ii) Offer Period: [specify]/[Not applicable] [See paragraph 57 of Part A above]
- (iii) Offer Price: [[specify]/[●] per cent. of the Issue Price (of which [[selling] fees] and [commissions] of [●] of [●] [the Aggregate Nominal Amount] shall be retained by [the Authorised Offeror[s]] [and a [maximum] amount of [●] per cent. is represented by commissions payable to the Authorised Offeror[s]].]
- (iv) [Conditions to which the offer is subject:] [Not applicable/give details]

[The Issuer will in its sole discretion determine the final amount of Securities issued up to a limit of [specify]. The final amount that are issued on [specify] will be listed on the [Euronext Amsterdam/Official List of [the professional segment of] the Luxembourg Stock Exchange/Euronext Paris/[the XMLI Segment of] Euronext Access Paris/Euronext Brussels/Italian Stock Exchange/stock exchange of [Madrid/Barcelona/Valencia/Bilbao]/[specify other exchange]]. Securities will be allotted subject to availability in the order of receipt of investors' applications. The final amount of the 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 Securities which have been agreed to be purchased as of [specify].]

[Article 30] of [Italian Legislative Decree No. 58 of 24 February 1998], as amended from time to time (the "**Italian Financial Services Act**") permits the promotion and placement to the public in the Republic of Italy of financial instruments in a place other than the registered office or establishments of the issuer, offeror or appointed person carrying out such promotion and/or placement, under certain conditions. Such activity is referred in the Italian Financial Services Act as "door-to-door selling". Pursuant to paragraph 6 of Article 30 of the Italian Financial Services Act, all door-to-door selling of financial instruments must be accompanied by a clear indication to investors that they have a right of withdrawal from any contract entered into pursuant to door-to-door selling, exercisable within a period of seven days from the date of subscription by the investor. Within such period, contracts entered into pursuant to door-to-door selling shall not be enforceable, and investors may exercise their withdrawal right without payment of any charge or

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commission by contacting the offeror or appointed person with whom the subscription for Warrants was placed.] [A non-exempt offer of Warrants in the Republic of Italy may be made using door-to-door selling in accordance with Article 30 of the Italian Financial Services Act during the Offer Period.] [Further, Warrants may be offered in the Republic of Italy to investors through recorded telephone orders pursuant to applicable Italian law.]

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|--------|--|---|
| (v)    | [Description of the application process:]  | [Not applicable/ <i>give details</i> ]  |
| (vi)   | [Details of the minimum and/or maximum amount of application:]   | [Not applicable/ <i>give details</i> ]  |
| (vii)  | [Description of possibility to reduce subscriptions and manner for refunding amounts paid in excess by applicants:]                            | [Not applicable/ <i>give details</i> ]  |
| (viii) | [Details of the method and time limits for paying up and delivering the Securities:]   | [Not applicable/ <i>give details</i> ]  |
| (ix)   | [Manner in and date on which results of the offer are to be made public:]  | [Not applicable/ <i>give details</i> ]  |
| (x)    | [Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:] | [Not applicable/ <i>give details</i> ]  |
| (xi)   | [Categories of potential investors to which the Warrants are offered:]   | [Not applicable/ <i>give details</i> ]  |
| (xii)  | [Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made:]          | [Not applicable/ <i>give details</i> ]<br><br>[No dealings in the Warrants on a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU may take place prior to the Issue Date.] |
| (xiii) | [Amount of any expenses and taxes specifically charged to the subscriber or purchaser:]  | [Not applicable/ <i>give details</i> ]  |

- (xiv) [Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and after rates and a description of the main terms of their commitment:] [None/give details (such as the maximum bid/offer spread of the offer price and the minimum unit amount per order)]

## 8. Placing and Underwriting<sup>2</sup>

- (i) [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]
- (ii) Name and address of the co-ordinator(s) of the global offer and of single parts of the offer:<sup>3</sup> [specify]
- (iii) Name and address of any paying agents and depository agents in each country: [specify]
- (iv) 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>4</sup> [specify]
- (v) When the underwriting agreement has been or will be reached:] [specify]

## 9. Historic Interest Rates

Details of historic [EURIBOR/STIBOR/SONIA/SOFR/€STR/SARON] rates can be obtained from [Reuters].

## 10. Description of Charged Assets

- (i) Charged Asset Structure: [Charged Asset Structure 1[A]/[B]]/[Charged Asset Structure 2[A]/[B]]/[Charged Asset Structure 3]/[Charged Asset Structure 4[A]/[B]]/[Charged Asset Structure 5[A]/[B]/[C]/[D]/[E]/[F]/[G]/[H]]/[Charged Asset Structure 6[A]/[B]/[C]/[D]/[E]/[F]]/[Charged Asset Structure 7[A]/[B]/[C]]/[Charged Asset Structure 8[A]/[B]] is applicable.

<sup>2</sup> To the extent known to the Issuer, of the placers in the various countries where the offer takes place.

<sup>3</sup> Where not all of the issue is underwritten, a statement of the portion not covered.

<sup>4</sup> See "Risk Factors relating to Securities – Potential Conflicts of Interest" in the Base Prospectus for further information.

- (ii) Amount of the Charged Assets: *[specify]*
- (iii) Credit Support Structure: *[[Credit Support Structure 1]/[Credit Support Structure 2]/[Credit Support Structure 3]/[Credit Support Structure 4] is applicable][Not applicable]*
- Complete applicable items below:*
- Credit Support Valuation Agent: *[specify]/delete if not applicable]*.
- Margin Delivery Date: *[specify]/delete if not applicable]*.
- Minimum Transfer Amount: *[specify]/delete if not applicable]*.
- Over Collateralisation Level: *[specify if other than 100%; otherwise delete]*
- Repo Transaction Valuation Date: *[specify]/delete if not applicable]*.
- Support Percentage: *[specify]/delete if not applicable]*.
- Swap Agreement Valuation Date: *[specify]/delete if not applicable]*.
- Value: *[specify if other than market value; otherwise delete]*
- Swap Counterparty Collateral: *[specify (including valuation percentages, where applicable)]*
- Issuer Posted Collateral: *[specify (including valuation percentages, where applicable)][delete if not applicable]*
- [The Non Posting Period applicable [to the Issuer] [and] [the Swap Counterparty] is [specify]*
- (iv) Loan to value ratio or level of collateralisation of the Charged Assets: *[specify]*
- (v) Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets: *[Applicable / Not applicable]*
- For the purposes of Charged Asset Structure *[1][2][3][4][5][6][7][8]:*
- [the counterparty to the Swap Agreement is [BNP Paribas][BNP Paribas Financial Markets S.N.C.](the "**Swap Counterparty**").]*
- [the counterparty to the Deposit Agreement is: [specify] (the "**Deposit Counterparty**").]*
- [the counterparty to the Collateral Exchange Agreement is [specify] (the "**Collateral Exchange Counterparty**").]*

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[the issuer of *[identify applicable Reference Securities including legal nature eg type of interest payable (if any) whether securities are subordinated/secured etc.]* (the "**Reference Securities**") is *[specify]* (the "**Reference Security Issuer**").]

[the obligor in respect of *[identify applicable Compartment Assets where Compartment Assets are other than Reference Securities including legal nature of asset]* (the "**Compartment Assets**") is *[specify]* (the "**Compartment Asset Obligor**").]

*[An obligor (including the Deposit Counterparty, the Swap Counterparty, the Compartment Asset Obligor, the Collateral Exchange Counterparty<sup>5</sup>, and the Reference Security Issuer, where applicable) must have securities already admitted to trading on a regulated or equivalent market or the obligations are guaranteed by an entity admitted to trading on a regulated or equivalent market. Insert the name, address, country of incorporation, nature of business and name of the market in which its securities are admitted so far as the Issuer is aware and/or is able to ascertain from information published by the obligor(s)]*

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|--------|--|--|
| (vi)   | Any relationship that is material to the issue between the Issuer, guarantor (if applicable) and obligor under the Charged Assets: | <p>[Applicable / Not applicable]</p> <p><i>[If applicable, provide details of the principal terms of that relationship]</i></p> <p><i>[specify][which is the [insert capacity/capacities] under the Warrants]</i></p>  |
| (vii)  | Charged Assets comprising obligations that are not admitted to trading on a regulated or equivalent market:                        | <p>[Applicable / Not applicable]<sup>6</sup></p> <p><i>[Where Reference Securities are Eligible Banco Desio Collateral Securities specify "The Reference Securities are Eligible Banco Desio Collateral Securities" [and specify the applicable type of interest (either fixed rate or zero coupon) and scheduled redemption date of the Reference Securities and whether MREL Qualification Exclusion Event is applicable.]</i></p> <p><i>[See paragraph entitled "Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets" above]</i></p> |
| (viii) | Charged Assets comprising equity securities or obligations that are admitted   | <p>[Applicable / Not applicable]</p> <p><i>[If applicable, indicate the following:</i></p> <p style="padding-left: 20px;"><i>(a) a description of the securities;</i></p>  |

<sup>5</sup> Insert references to relevant counterparties to Related Agreements here where relevant counterparty constitutes an obligor for the purposes of item 2.2.11(b) of Annex 19 of Commission Delegated Regulation (EU) 2019/980

<sup>6</sup> An obligor (including the Deposit Counterparty, the Swap Counterparty, the Compartment Asset Obligor, the Collateral Exchange Counterparty and the Reference Security Issuer, where applicable) must have securities already admitted to trading on a regulated or equivalent market or the obligations are guaranteed by an entity admitted to trading on a regulated or equivalent market.

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to trading on a regulated or equivalent market:

- (b) *a description of the market on which they are traded and electronic link to where documentation can found and where equity securities: including its date of establishment, how price information is published, an indication of daily trading volumes, information as to the standing of the market in the country and the name of the market's regulatory authority;*
- (c) *where equity securities: the frequency with which prices of the relevant securities are published.]*

*(Complete in conjunction with relevant provisions above)*

*[See paragraph entitled "Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets" above where the applicable Charged Asset Structure is specified.]*

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



**11. [EU Benchmarks Regulation]**

EU Benchmarks Regulation: Article 29(2) statement on benchmarks: [Applicable: Amounts payable under the Warrants are calculated by reference to *[[insert name[s] of Benchmark[s]]/the relevant Benchmark*], which *[[is/are]* provided by *[[insert name[s] of the Administrator[s]]/the [relevant] Administrator* [as, specified in the table below] *(if more than one, specify in relation to each relevant Benchmark)*].

[As at the date of these Final Terms, *[[insert name[s] of the Administrator[s]]/the [relevant] Administrator[s]* *[[is/are]* [not included]/*[[is/are]* included] [as the case may be,] included in the register of Administrators and Benchmarks established and maintained by the European Securities and Markets Authority ["ESMA"] pursuant to article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011, as amended) [(the "EU BMR")] [, as specified in the table below].

[As far as the Issuer is aware, *[[insert name of the Benchmark[s]]/the [relevant] Benchmark* [does/do] not fall within the scope of the EU BMR by virtue of Article 2 of the EU BMR./[the transitional provisions in Article 51 of the EU BMR apply] [, as specified in the table below].] [repeat as necessary or insert necessary information in a table below]]

[Not applicable]]

[Benchmark] [Administrator] [Register] [Other Information]

**FORM OF FINAL TERMS FOR CERTIFICATES**

*Set out below is the form of Final Terms which will be completed for each Series (and/or Tranche, as the case may be) of Certificates issued under the Programme. Placeholders are included as an aid to review and the Final Terms relating to any Series of Certificates will be completed with such information from in accordance with the Terms and Conditions of the Certificates (to the extent applicable). References in the Base Prospectus (including in the applicable Terms and Conditions) to "the Securities" shall when replicated in these Final Terms be replaced with references to the Certificates.*

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>1</sup>

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]<sup>2</sup>

**[MiFID II product governance / [Retail investors, professional]<sup>3</sup>/[Professional]<sup>4</sup> investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Securities, taking into account the five categories in item 18 of the Guidelines published by [the European Securities and Markets Authority ("**ESMA**")]/[ESMA] on 5 February 2018, has led to the conclusion that: (i) the target market for the Securities is eligible counterparties[, [and] professional clients [and retail clients], each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")]/[MiFID II]; [and (ii) all channels for distribution of the Securities are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]]/[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Securities to retail clients are appropriate – [investment advice][,./ and] [portfolio management][,./ and] [non-advised sales] [and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [Consider any negative target market]. Any

<sup>1</sup> Legend to be included if Securities are a "packaged product" for the purpose of the PRIIPs Regulation and a key information document will not be made available or the Issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the "Prohibition of Sales to EEA Retail Investors" item below should be specified as "Applicable".

<sup>2</sup> Legend to be included if Securities are a "packaged product" for the purpose of the UK PRIIPs Regulation and a key information document will not be made available or the Issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the "Prohibition of Sales to UK Retail Investors" item below should be specified as "Applicable".

<sup>3</sup> To be included if the Securities are offered to retail client investors in the EEA.

<sup>4</sup> To be included if the Securities are offered to professional investors and ECPs only.

person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]

**[UK MiFIR product governance / [Retail investors, professional]/[Professional] investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Securities, taking into account the five categories in item 18 of the Guidelines published by [the European Securities and Markets Authority ("**ESMA**")]/[ESMA] on 5 February 2018 (in accordance with the FCA's policy statement entitled "Brexit our approach to EU non-legislative materials"), has led to the conclusion that: (i) the target market for the Securities is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**")[, and] professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**") [and retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**")]; [and (ii) all channels for distribution of the Securities are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]]/[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Securities to retail clients are appropriate – [investment advice][, and] [portfolio management][, and] [non-advised sales ][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable]]. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable].]

**[The [Base Prospectus [is valid to, and including 20 September 2025 [and the] Issuer intends that the Base Prospectus [will be updated before expiry of its validity]/[will be updated on or around [●]] and, when approved, the updated Base Prospectus will be published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com))]<sup>5</sup>**

[Date]

**SecurAsset S.A.**

**acting through its Compartment [●]**

**Legal entity identifier (LEI): 54930048RHLTJXAMT751**

**Issue of [Number of Certificates] [Series/Tranche] [Title of Certificates] [Guaranteed by [BNP Paribas/] on the terms set out herein] under its Secured Note, Warrant and Certificate Programme**

## **PART A - CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth under the heading "*Terms and Conditions of the Certificates*" in the Base Prospectus dated 20 September 2024 (the "**Base Prospectus**")[[,] and] the supplement[s] to the Base Prospectus dated [●]<sup>6</sup> and any[ further] supplements to the Base Prospectus published prior to the Issue Date (as defined below) (the "**Supplement(s)**") [which together constitute a base prospectus for the purposes of the Prospectus Regulation and the applicable rules and regulations of the Luxembourg Stock Exchange]<sup>7</sup>. This document constitutes the Final Terms of the Certificates described herein [for the purposes of Article 8 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") [and the applicable rules and regulations of the Luxembourg Stock

<sup>5</sup> Please note that if, for any reason, the 2025 Base Prospectus is not approved, the offer period for such issues must cease upon the expiry of the validity of the 2024 Base Prospectus.

<sup>6</sup> Where applicable, include the date of any Supplements which have been published prior to the date of the Final Terms.

<sup>7</sup> Delete in the case of any issue of Private Placement Certificates.

Exchange]]<sup>8</sup> and must be read in conjunction with the Base Prospectus ([which includes the provisions of [Annex 1] [and] [Annex 2 in the case of Index Linked Certificates,] [Annex 3 in the case of Share Linked Certificates,] [Annex 4 in the case of Debt Linked Certificates,] [Annex 5 in the case of Commodity Linked Certificates,] [Annex 6 in the case of Inflation Linked Certificates,] [Annex 7 in the case of Currency Linked Certificates,] [Annex 8 in the case of Fund Linked Certificates,] [Annex 9 in the case of Underlying Interest Rate Linked Certificates,] [Annex 10 in the case of Credit Linked Certificates] [Annex 11 in the case of ETI Linked Certificates] [and] [Annex 12 in the case of Notional Value Repack Securities])<sup>9</sup> and any Supplement(s); provided, however, that to the extent any such supplement (i) is published after the date of these Final Terms and (ii) provides for any change to the Conditions as set out under the heading "*Terms and Conditions of the Certificates*" in the Base Prospectus, such change(s) shall have no effect with respect to the Conditions of the Certificates to which these Final Terms relate. Full information on the Issuer[, the Guarantor (if applicable)] and the offer of the Certificates is only available on the basis of the combination of these Final Terms, the Base Prospectus and any Supplement(s). Prior to acquiring an interest in the Certificates described herein, prospective investors should read and understand the information provided in the Base Prospectus and any Supplement(s). Copies of the Base Prospectus, any Supplement(s) and these Final Terms are available for inspection from the specified office of the Principal Warrant and Certificate Agent [and on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com))]<sup>11</sup> [ and [●]]. [A summary of the Certificates is annexed to these Final Terms.]<sup>12</sup>

*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.*

*[The following alternative language applies in respect of issues of Certificates where the public offer period spans an update to the Base Prospectus. If relevant, the update of the 2023 Base Prospectus will contain a list of offers for which the provisions of the paragraph below apply. Investors will be informed of their withdrawal rights in respect of such offers by notice when the 2024 Base Prospectus is published.]<sup>13</sup>*

[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 20 September 2024 (the "**2024 Base Prospectus**")][,][ and] the supplement[s] to the 2024 Base Prospectus dated [●]] and any [further] supplements to the 2024 Base Prospectus published prior to the Issue Date (as defined below) (the "**Supplement(s)**"), notwithstanding the approval of an updated base prospectus which will replace the 2024 Base Prospectus (the "**2024 Base Prospectus**"). The 2024 Base Prospectus, as supplemented, constitutes a base prospectus for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") [and the applicable rules and regulations of the Luxembourg Stock Exchange] and the 2024 Base Prospectus will constitute a base prospectus for the purposes of the Prospectus Regulation. This document constitutes the Final Terms of the Certificates described herein for the purposes of Article 8 of the Prospectus Regulation and the applicable rules and regulations of the Luxembourg Stock Exchange and (i) prior to the approval date, must be read in conjunction with the 2024 Base Prospectus, as supplemented ([which includes the provisions of [Annex 1] [and] [Annex 2 in the case of Index Linked Certificates,] [Annex 3 in the case of Share Linked Certificates,] [Annex 4 in the case of Debt Linked Certificates,] [Annex 5 in the case of Commodity Linked Certificates,] [Annex 6 in the case of Inflation Linked Certificates,] [Annex 7 in the case of Currency Linked Certificates,] [Annex 8 in the case of Fund Linked Certificates,] [Annex 9 in the case of Underlying Interest Rate Linked Certificates,] [Annex 10 in the case of Credit Linked Certificates] and [Annex 11 in the case of ETI Linked

<sup>8</sup> Delete in the case of any issue of Private Placement Certificates.

<sup>9</sup> Delete as applicable.

<sup>10</sup> Delete in the case of any issue of Private Placement Certificates or amend as necessary in the case of any issue of Certificates which is non-exempt and which will not be listed on the Luxembourg Stock Exchange.

<sup>11</sup> Delete in the case of any issue of Private Placement Certificates or amend as necessary in the case of any issue of Certificates which is non-exempt and which will not be listed on the Luxembourg Stock Exchange.

<sup>12</sup> Only include this wording for Certificates with a denomination of lower than EUR 100,000 (or equivalent in another currency).

<sup>13</sup> Please note that if, for any reason, the 2025 Base Prospectus is not approved, the offer period for such issues must cease upon the expiry of the validity of the 2024 Base Prospectus.

Certificates] and [Annex 12 in the case of Notional Value Repack Securities)]<sup>14</sup>, and (ii) on and after the approval date, must be read in conjunction with the 2024 Base Prospectus, save in respect of the Conditions which are extracted from the 2024 Base Prospectus, as supplemented. To the extent any supplement (i) is published after the date of these Final Terms and (ii) provides for any change to the Conditions as set out under the heading "*Terms and Conditions of the Certificates*" in the 2024 Base Prospectus, such change(s) shall have no effect with respect to the Conditions of the Certificates to which these Final Terms relate. Full information on the Issuer[, the Guarantor (if applicable)] and the offer of the Certificates is only available on the basis of the combination of these Final Terms and either (i) prior to the approval date, the 2024 Base Prospectus, as supplemented, or (ii) on or after the approval date, the 2024 Base Prospectus, as supplemented, and the 2024 Base Prospectus. Prior to acquiring an interest in the Certificates described herein, prospective investors should read and understand the information provided in the 2024 Base Prospectus and any Supplement(s) and, when available, the 2024 Base Prospectus. Copies of the 2024 Base Prospectus, any Supplement(s) and these Final Terms are available, and copies of the 2024 Base Prospectus, will be available for inspection from the specified office of the Principal Warrant and Certificate Agent [and will be published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com))] and [●]. [A summary of the Certificates is annexed to these Final Terms.]<sup>15</sup>

*[Include whichever of the following apply or specify as "Not applicable". 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 sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms.]*

*[When adding any other Final Terms or information, 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 23 of the Prospectus Regulation and the applicable rules and regulations of the Luxembourg Stock Exchange.]*

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

### SPECIFIC PROVISIONS FOR EACH SERIES

SERIE S NUM BER	NO. CERTIFIC ATES ISSUED	OF ISI N	COM MON CODE	ISSUE PRICE PER CERTIFIC ATE	[EXERCI SE PRICE]	[EXERCI SE DATES]	[RELEVAN T JURISDICTION]	[SHARE AMOUNT/INDEX DEBT SECURIT Y AMOUNT]	[TYPE OF
•]	[•]	[•]	[•]	[insert currency] [•] <sup>16</sup>	[insert currency] [•]	[•] / [Not applicabl e]	[•]	[•]	

### GENERAL PROVISIONS

The following terms apply to each series of Securities:

<sup>14</sup> Delete as applicable.

<sup>16</sup> Complete paragraph 2(ii) if an Initial FX Rate is applicable.

1. Trade Date: [specify]
2. [(i) Issue Date [and [specify]  
[Interest]/[Premium Amount]  
Commencement Date]<sup>17</sup>:  
  
[(ii) Issue Price of Tranche: [[•] per cent. of the Aggregate Notional Amount [plus accrued interest from [insert date] (*in the case of fungible issues only if applicable*))][which will be payable in the Settlement Currency at the Settlement Currency equivalent of such amount determined by reference to the Initial FX Rate.

Where:

**"Initial FX Rate"** means [specify]/ [the exchange rate at [specify time] on the [[•] Business Day prior to the Issue Date], expressed as the amount of [specify currency] for which one [specify currency] may be exchanged determined by the Calculation Agent by reference to [specify source] (or any successor [page] thereto, as determined by the Calculation Agent), provided that if such source is not available, any such rate of exchange may be determined by the Calculation Agent [by reference to such sources as it considers to be appropriate and] acting in good faith and in a commercially reasonable manner]/[the exchange rate obtained by multiplying (i) [specify first exchange rate] and (ii) [specify second exchange rate], with [specify first exchange rate] expressed as the amount of [specify currency] for which one [specify currency] may be exchanged determined by the Calculation Agent by reference to [specify source] (or any successor [page] thereto, as determined by the Calculation Agent) at [specify date/time] and [specify second exchange rate] expressed as the amount of [specify currency] for which one [specify currency] may be exchanged determined by the Calculation Agent by reference to [specify source] (or any successor [page] thereto, as determined by the Calculation Agent) at [specify date/time] provided that if any such source is not available, any such rate of exchange may be determined by the Calculation Agent [by reference to such sources as it considers to be appropriate] and acting in good faith and in a commercially reasonable manner.]]

[Delete if not applicable]

3. Consolidation: The Certificates are to be consolidated and form a single series with the [insert title of relevant series of Securities]

<sup>17</sup>

In the case of Certificates which bear interest or premium.

issued on [*insert issue date*]/[Not applicable]

[The Certificates are fungible with an existing Series [*insert title of existing Series*], terms and conditions of which are governed by [the SecurAsset base prospectus dated 27 November 2013 (the "**2013 Base Prospectus**")][and the supplement to the 2013 Base Prospectus dated 23 April 2014 (the "**April 2014 Supplement**")][the SecurAsset base prospectus dated 27 November 2014 (the "**2014 Base Prospectus**")][and the supplement to the 2014 Base Prospectus dated 26 June 2015 (the "**June 2015 Supplement**")][the SecurAsset base prospectus dated 27 November 2015 (the "**2015 Base Prospectus**") [and the supplement to the 2015 Base Prospectus dated 27 May 2016 (the "**May 2016 Supplement**")][the SecurAsset base prospectus dated 28 September 2016 (the "**2016 Base Prospectus**") [and the supplement to the 2016 Base Prospectus dated 1 March 2017 (the "**March 2017 Supplement**") [the SecurAsset base prospectus dated 26 September 2017 (the "**2017 Base Prospectus**") [and the supplement to the 2017 Base Prospectus dated 25 May 2018 (the "**May 2018 Supplement**") [the SecurAsset base prospectus dated 7 August 2018 (the "**2018 Base Prospectus**")][the SecurAsset base prospectus dated 3 July 2019 (the "**2019 Base Prospectus**")][the SecurAsset base prospectus dated 10 July 2020 (the "**2020 Base Prospectus**")][the SecurAsset base prospectus dated 9 July 2021 (the "**2021 Base Prospectus**")][the SecurAsset base prospectus dated 22 September 2022 (the "**2022 Base Prospectus**")][the SecurAsset base prospectus dated 21 September 2022 (the "**2023 Base Prospectus**"). The Certificates [became][will become] fungible on [*insert date*].]

4. Type of Certificates:

The Certificates are [Index Linked Certificates/Share Linked Certificates/Debt Linked Certificates/ETI Linked Certificates/Commodity Linked Certificates/Inflation Linked Certificates/Currency Linked Certificates/Fund Linked Certificates/Underlying Interest Rate Linked Certificates/Credit Linked Certificates/Hybrid Certificates].

[Exercise of Certificates applies to the Certificates. [Multiple Exercise *applies* to the Certificates.] The Exercise Date[s] is [are] [*specify*] or, if [any] such day is not a Business Day, the immediately [preceding/succeeding] Business Day].]

[The Exercise Settlement Dates are [*specify*].]

The provisions of Annex 1 [and] [the provisions of Annex 2 (Additional Terms and Conditions for Index Linked Securities) shall apply] [the provisions of Annex 3 (Additional Terms and Conditions for Share Linked

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Securities) shall apply.] [the provisions of Annex 4 (Additional Terms and Conditions for Debt Linked Securities) shall apply.] [the provisions of Annex 5 (Additional Terms and Conditions for Commodity Linked Securities) shall apply] [the provisions of Annex 6 (Additional Terms and Conditions for Inflation Linked Securities) shall apply.] [the provisions of Annex 7 (Additional terms and Conditions for Currency Linked Securities) shall apply.] [the provisions of Annex 8 (Additional Terms and Conditions for Fund Linked Securities) shall apply.] [the provisions of Annex 9 (Additional Terms and Conditions for Underlying Interest Rate Linked Securities) shall apply.] [the provisions of Annex 10 (Additional Terms and Conditions for Credit Linked Securities) shall apply.] [the provisions of Annex 11 (Additional Terms and Conditions for ETI Linked Securities) shall apply.] [The provisions of Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) shall apply].  
[Open End: Applicable]

The Certificat are Put/Call Open End Certificates – see item[s] [[17]/[18]] below.]<sup>18</sup>

[[Condition 8(y)(i)(a) is applicable:

Notice Period: *[specify]*

Cash Settlement Amount: *[specify]]/*

[Condition 8(y)(i)(b) is applicable:

Minimum Notice Period: *[specify]*

Maximum Notice Period: *[specify]*

Cash Settlement Amount: *[specify]]] (to be included if Condition 8(y)(i)(a) and/or Condition 8(y)(i)(b) is/are applicable)*

[Waiver of Set-Off: Not applicable]

[Unwind Costs: Applicable/not applicable]

[Essential Trigger: Applicable]

- |    |                            |                          |   |
|----|----------------------------|--------------------------|---|
| 5. | [(i)]                      | Guaranteed Certificates: | [Not Applicable][Applicable – General Guarantee][Applicable – Shortfall Guarantee (specify shortfall amount)]                                   |
|    | [(ii)]                     | Guarantor:               | [BNP Paribas]   |
| 6. | Aggregate Notional Amount: |                          | [specify] [An amount not greater than <i>[specify]</i> which will be notified to the Issuer by <i>[specify]</i> on or around <i>[specify]</i> ] |
|    | (i)                        | Series:                  |   |

<sup>18</sup> Include for Open End Certificates that are Put/Call Open End Certificates.



FORM OF FINAL TERMS FOR CERTIFICATES - PART A - CONTRACTUAL TERMS

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- (ii) Tranche: [specify]
7. Form of Certificates: [Clearing System Global Certificate][Registered Certificate]
8. Additional Business Centre(s): The applicable Business Day Centre[s] for the purposes of the definition of "Business Day" in Condition 12 [is/are] [specify].
9. Financial Centre(s) (Condition 6(a)(ii)): [specify]
10. Redemption Date: [specify][or if that is not a Business Day the immediately [succeeding/preceding] Business Day [unless it would thereby fall into the next calendar month, in which event it will be brought forward to the immediately preceding Business Day] [(the "**Scheduled Redemption Date**")]
- [Redemption Date Postponement: [Applicable as set out in Condition 8(h)/Not applicable] (*Where applicable, specify relevant Postponement Business Days and Payment Delay Days*)]
11. Settlement: Settlement will be by way of [cash payment ("**Cash Settled Certificates**")] [and/or] [physical delivery ("**Physical Delivery Certificates**")].
- [Condition to Final Payout Premium:
- [Applicable as set out in Condition 8(t)]/[Not applicable]
12. Rounding Convention for Final Redemption Amount: [Rounding Convention 2]/[Not applicable]
13. Variation of Settlement and Issuer's Option to Substitute: [Applicable]/[Not applicable]
- (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- [(i)] Issuer's option to vary settlement: The Issuer [has/does not have] the option to vary settlement in respect of the Certificates.
- (*N.B. If the Issuer does not have the option to vary settlement in respect of the Securities, delete the sub-paragraphs of this paragraph 13*)
- (ii) Variation of Settlement of Physical Delivery Securities: [Notwithstanding the fact that the Securities are Physical Delivery Securities, the Issuer may make payment of the Final Redemption Amount on the Redemption Date, and the provisions of Condition 6 will apply to the Securities/The Issuer will procure delivery of the Entitlement in respect of the Securities and the provisions of Condition 6 will not apply to the Securities.] [Specify whether Certificateholders will be entitled to elect for settlement by way of cash payment or by way of physical

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*delivery or a combination of these for the purposes of Condition[ (1(a))].]*

(iii) Issuer's option to substitute: [Applicable]/[not applicable]]

14. Calculation Amount: [*specify*]

15. The order of priority of payments made by the Issuer: [Swap Counterparty Priority][Pari Passu Ranking]  
[Certificateholder Priority]

#### PROVISIONS RELATING TO REDEMPTION

16. Final Redemption Amount<sup>19</sup>: [Calculation Amount x 100%]

[Calculation Amount x [●]%]

[As per Credit Linked Conditions and paragraph 37 (Credit Linked Certificates) below]

[Calculation Amount x Final Payout

Final Payout:]

**[SPS Fixed Percentage Securities:**

[*Replicate formula from Payout Condition I*]]

**[SPS Reverse Convertible Securities**

[SPS Reverse Convertible Securities:

[*Replicate formula, relevant value(s) and other related provisions from Payout Condition I*]]

[SPS Reverse Convertible Standard Securities:

[*Replicate formula, relevant value(s) and other related provisions from Payout Condition I*]]]

**[SPS Vanilla Products**

[Vanilla Call Securities:

[*Replicate formula, relevant value(s) and other related provisions from Payout Condition I*]]

[Vanilla Call Spread Securities:

[*Replicate formula, relevant value(s) and other related provisions from Payout Condition I*]]

[Vanilla Put Securities:

[*Replicate formula, relevant value(s) and other related provisions from Payout Condition I*]]

<sup>19</sup>

Refer to the contents page relating to Annex 1 (*Additional Terms and Conditions for Payouts*), which is on pages 852 to 858, for details of the location within the Payout Conditions of the terms and conditions that are applicable to the Securities given the Coupon/Premium Amount Rate, Payout or Entitlement Amount elections above.

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[Vanilla Put Spread Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Vanilla Digital Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

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

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Range Accrual Securities:

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

**[Asian Products**

[Asian Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Asian Spread Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Himalaya Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Talisman Securities:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition I]]]*

**[Auto-Callable Products**

[Autocall Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Autocall One Touch Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Autocall Standard Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

**[Indexation Products]**

[Certi Plus: Booster Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Bonus Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Leveraged Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Twin Win Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Super Sprinter Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Generic Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Generic Knock-in Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Certi Plus: Generic Knock-out Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Ratchet Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Sum Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Capped and Floored Sum Securities:

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

[Option Max Securities

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*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]]*

[Option Min Securities:

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

[Stellar Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Driver Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Cash Settled Swaption Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Transition Securities

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Cumulative Coupon Securities:

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

[Inflation and Rate Securities:

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

[Maximum Final Payout: *[specify]*/Not applicable]

[Minimum Final Payout: *[specify]*/Not applicable]

## **FI Payouts**

[FI FX Vanilla Securities:

*[Replicate formula and related provisions from Payout Condition 2]]*

[FI Digital Floor Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]]*

[FI Digital Cap Securities:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]]*

[FI Digital Plus Securities:

- [Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]]
- [FI Inflation Securities:
- [Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]]
- [Dropback Payout [Dropback Securities.
- [Insert formula, relevant value(s) and other related provisions from Payout Condition 3.]]
- Payout Switch: [Applicable / Not applicable]
- [If applicable replicate related provisions from Condition 8(p). If not applicable delete remaining sub-paragraphs]
- Payout Switch Election: [Applicable / Not applicable]
- Automatic Payout Switch: [Applicable / Not applicable]
- Switched Payout: [specify]
- Payout Switch Date: [specify]
- Aggregation: [Applicable / Not applicable]
- 17. Certificateholder Put Option:** [Applicable / Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Valuation Date: [specify]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [NA x [specify] per cent.]  
[SPS Put Payout  
[Replicate formula, relevant value(s) and related provisions for Payout Conditions]]
- (iii) Notice period: [specify]
- (iv) Optional Redemption Date: [specify]
- 18. Issuer Call Option:** [Applicable / Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Valuation Date(s): [specify]
- (ii) Optional Redemption Date(s): [specify]

- (iii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [Calculation Amount x *[specify]* per cent.]  
[SPS Call Payout]  
*[Replicate formula, relevant value(s) and related provisions for Payout Condition 1]*
- (iv) If redeemable in part:
- (a) Minimum Redemption Amount: *[specify]*
- (b) Maximum Redemption Amount: *[specify]*
- (v) Notice period: *[specify]*
- 19.** Relevant Asset(s): The relevant asset to which the Certificates relate [is/are] *[specify]*. [Not applicable] [As per [Condition 8(w)(iv)] [and] [Condition 14(b)](*N.B. Only applicable in relation to Physical Delivery Securities that are not Credit Linked Securities*)]
- 20.** Provisions applicable to Physical Delivery/Entitlement: [Applicable/Not applicable/Physical Delivery Option [1/2/3]]
- (a) [The Entitlement Amount in relation to each Security is:
- [Delivery of Worst-Performing Underlying applicable:
- [Replicate formula, relevant value(s) and related provisions from Payout Condition 1]
- [Delivery of Best-Performing Underlying applicable:
- [Replicate formula, relevant value(s) and related provisions from Payout Condition 1]
- [Delivery of the Underlying applicable:
- [Replicate formula, relevant value(s) and related provisions from Payout Condition 1]
- [Delivery of Basket Underlying:
- [Insert formula, relevant value(s) and related provisions from Payout Condition 1.]*
- [As set out in [Condition 8(w)(iv)] [and] Condition 14(b)]
- (b) [The Entitlement will be evidenced by [insert details of how the Entitlement will be evidenced].]
- (c) [The following Physical Delivery Events are applicable:
- [Reference Securities Restructuring Event;]

[Reference Securities Regulatory Event; [and]

[Regulatory Ratio Delivery Event.]

*(Specify as applicable and delete if Physical Delivery Events are not applicable)*

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

- 21. Exchange Rate:** The applicable rate of exchange for conversion of any amount into the relevant settlement currency for the purposes of determining the Settlement Price (as defined in the relevant Annex to the Terms and Conditions) or the Cash Settlement Amount is *[insert rate of exchange, currencies, amounts of currencies, dates of when such rate is to be ascertained, time periods over which such rate is to be ascertained, any applicable percentages, reference rates and screen pages]/[specify]/[Not applicable].*
- 22. Settlement Currency:** The settlement currency for the payment of [the Final Redemption Amount] *(in the case of Cash Settled Securities)* (other than Put/Call Open End Certificates)/[the Disruption Cash Settlement Price] *(in the case of Physical Delivery Securities)*/ [Optional Redemption Amount] (in the case of Open End Certificates that are Put/Call Open End Certificates) is *[specify]*.
- 23. Specified Currency:** *[specify]* *[Insert in the case of Dual Currency Certificates:*  
  
The Settlement Currency is as specified in Currency Linked Condition 7 for the payment of the Cash Settlement Amount *[Insert if Dual Currency Condition 1 is specified as applicable: and [Interest]/[Premium] Amount]* below, subject to paragraph 34(x) *[Insert if Dual Currency Condition 1 is specified as applicable and 44(xxviii)(j)]* below.  
The Settlement Currency other than in respect of the Cash Settlement Amount *[Insert if Dual Currency Condition 1 is specified as applicable: or the [Interest]/[Premium Amount]* is [●]
- (a) [CNY Payment Disruption Event: [Applicable/Not applicable]
- (b) Postponement: [Applicable/Not applicable]
- (c) Payment of Equivalent Amount: [Applicable/Not applicable]
- (d) CNY Settlement Centre: *[specify]*
- 24. Syndication:** The Securities will be distributed on a [non-]syndicated basis.



- [if syndicated, specify names of the Managers]*
25. Minimum Trading Size: *[specify]/[Not applicable]*
26. Registrar: *[BNP Paribas, Succursale de Luxembourg][insert address][Not applicable]*<sup>20</sup>
27. Calculation Agent: *[BNP Paribas]/[BNP Paribas Financial Markets S.N.C.]/[specify other][insert address].*
28. Index Linked Certificates: *[Applicable/Not applicable]*
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Basket of Indices/Index Sponsor(s): *[insert type of Index/Indices (e.g. Total Return, Price Return, etc.) and] specify name of Index/Indices*
- [specify name of Index Sponsor(s)]*
- [The [●] Index is a [Component Security]/[Multi-Exchange] Index.]*<sup>21</sup>
- [The [●] Index is a Custom Index]*
- [Asset Class Type: [Equity]/[Commodity] Custom Index]*<sup>22</sup>
- (ii) Index Currency: *[specify]*
- (iii) Exchange(s) and Index Sponsor(s): (a) The Exchange[s] [is/are] [specify]; and
- (b) The Index Sponsor is [specify].
- (In the case of a Basket of Indices, repeat in respect of each Index)*
- (iv) Related Exchange(s): *[specify]/[All Exchanges]*
- (v) Exchange Business Day: *[Single Index Basis/All Indices Basis/Per Index Basis]*
- [Exchange/Related Exchange: Applicable]*
- (vi) Scheduled Trading Day: *[Single Index Basis/All Indices Basis/Per Index Basis]*
- [Exchange/Related Exchange: Applicable]*
- (must match election made for Exchange Business Day)*
- (vii) Weighting: *[The weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [specify]. Each such Weighting shall be subject to adjustment in accordance with Index Linked Condition 6]/[specify other]. (N.B. Only applicable in relation to Securities relating to a Basket of Indices)]*

<sup>20</sup> Include in the case of Registered Securities.

<sup>21</sup> Specify each Composite Security Index and/or Multi-Exchange Index (if any).

<sup>22</sup> Specify each Custom Index (if any).

- (viii) Settlement Price: [Official opening level]/[Official closing level]/[level at the Valuation Time] *[specify]*
- (ix) Specified Maximum Days of Disruption: *[[specify] Scheduled Trading Days]* [As specified in Index Linked Condition 4][Not applicable]<sup>23</sup>
- (x) Valuation Time: [Scheduled Closing Time] [Continuous monitoring *[specify other]* and relevant time on the relevant Settlement Price Date or the Averaging Date, as the case may be is the Valuation Time] [The Valuation Time is *[specify]*] *(N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time. Not applicable in the case of Custom Indices).*
- (xi) Redemption on Occurrence of an Index Adjustment Event: [Delayed Redemption on Occurrence of an Index Adjustment Event: [Applicable/Not applicable]
- [Protected Amount: *[[specify] per cent. of the Notional Amount]*
- [Highest Value: [Applicable/Not applicable]]
- [Market Value: [Applicable/Not applicable]]
- [Monetisation Option: [Applicable/Not applicable]]
- [If the Calculation Agent determines an Index Adjustment Event constitutes a force majeure, Index Linked Condition 2(B)(ix) applies]]
- (xii) Index Correction Period: [As per Index Linked Condition 4/*specify/in the case of Custom Index: see item 28(xiii)(e) below*]
- (xiii) Additional provisions applicable to Custom Indices: [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Screen Page: *[specify]*
- (b) [Custom Index Business Day: [(All Indices Basis)/(Per Index Basis)(Single Index Basis)]/[Include the following in the case of Equity Custom Index Securities or Commodity Custom Index Securities: As per Index Linked Condition 8]]
- (c) [Scheduled Custom Index Business Day: [All Custom Indices Basis/Per Custom Index Basis/Single Custom Index Basis]]
- (Delete this sub-paragraph in the case of Equity Custom Index Securities or Commodity Custom Index Securities)*
- (N.B. Must match election made for Custom Index Business Day)*

<sup>23</sup>

In the case of Custom Indices, complete item 25(xiii)(g).

- (d) Valuation Time: [As per Index Linked Condition 8, being the time specified on the Valuation Date or an Averaging Date or Observation Date, as the case may be, for the calculation of the Settlement Price.]/[specify](N.B. if no time is specified, the Interest Valuation Time will be the Scheduled Closing Time)
- (e) Custom Index Correction Period: [As per Index Linked Condition 8]/[specify]  
(In the case of Equity Custom Index Securities or Commodity Custom Index Securities, specify "As per Index Linked Condition 8")
- (f) Redemption on Occurrence of a Custom Index Adjustment Event [or Commodity Custom Index Market Disruption Event]: [Applicable/Not applicable]  
[Protected Amount: [specify] per cent. of the Notional Amount]  
[Highest Value: [Applicable/Not applicable]]  
[Market Value: [Applicable/Not applicable]]  
[Monetisation Option: [Applicable/Not applicable]]  
[If the Calculation Agent determines a Custom Index Adjustment Event [or Commodity Custom Index Market Disruption Event] constitutes a force majeure, Index Linked Condition [6(B)[(1)/(2)/(3)](ii)(X)]/[6(B)(c)(vi)]/[6(B)(b)(vii)] [and 16.2(b)(iii)(F) applies]]
- (g) Specified Maximum Days of Disruption Event: [[Specified Maximum Days of Disruption will be equal to: [●]]/[As per Index Linked Condition 8]]  
(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty).  
[Applicable/Not applicable]
- (h) Custom Index Low Closing Trigger Event [If Custom Index Low Closing Trigger Event is applicable:  
Delayed Redemption on Occurrence of Custom Index Low Closing Trigger Event: [Applicable/Not applicable]  
Low Closing Trigger Percentage: [●] per cent.  
Low Closing Trigger Period: [specify]/[As per Index Linked Condition 6]]  
[Applicable/Not applicable]
- (i) Outstanding Securities Trigger Event [If Outstanding Securities Trigger Event is applicable:  
Delayed Redemption on Occurrence of Outstanding Securities Trigger Event: [Applicable/Not applicable]

Outstanding Securities Trigger Level: [*specify number of Securities*]]

**29. Share Linked Certificates:**

[Applicable/Not applicable]

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

- (i) Share(s)/Share  
Company/Basket  
Company/GDR/ADR:

[*insert type of Share(s) and Share Company/Basket Companies*]

[GDR/ADR applicable]<sup>24</sup>

[Stapled Shares applicable]

[*Insert details of Stapled Shares and Stapled Share Constituents*]<sup>25</sup>

- (ii) Relative Performance  
Basket:

[Not applicable/*specify*]

- (iii) Share Currency:

[*specify*]

- (iv) ISIN of Share(s):

[*specify*]

- (v) Exchange(s):

[*specify*]

- (vi) Related Exchange(s):

[*specify*]/[All Exchanges]

- (vii) Exchange Business Day:

[Single Share Basis/All Shares Basis/Per Share Basis]

- (viii) Scheduled Trading Day:

[Single Share Basis/All Shares Basis/Per Share Basis]

(*must match election made for Exchange Business Day*)

- (ix) Weighting:

[Not applicable] [The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [*specify*]. Each such Weighting shall be subject to adjustment in accordance with Annex 3]/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket of Shares*)]

- (x) Settlement Price:

[Official closing price]/[Italian Securities Reference Price]/[price at the Valuation Time]] [*specify*]

- (xi) Specified Maximum Days  
of Disruption:

[[*specify*] Scheduled Trading Days][As specified in Share Linked Condition 4]

- (xii) Valuation Time:

Scheduled Closing Time/Any time [on the relevant Settlement Price Date /during the Observation Period.] [The Valuation Time is [*specify*].]

- (xiii) Redemption on Occurrence  
of an Extraordinary Event:

Delayed Redemption on Occurrence of an Extraordinary Event:[Not applicable/Applicable]

<sup>24</sup> Specify each GDR or ADR (if any). In the case of Share Linked Securities relating to a GDR/ADR, complete Share Linked Securities Final Terms as applicable for GDR/ADR reference asset(s).

<sup>25</sup> Specify each Stapled Share Constituent comprising the Stapled Shares. In the case of Share Linked Securities relating to Stapled Shares, complete Share Linked Securities Final Terms as applicable for Stapled Shares reference asset(s).

*[if applicable:*

Protected Amount: *[specify]* per cent. of the Notional Amount]]

[Highest Value: [Applicable/Not applicable]]

[Market Value: [Applicable/Not applicable]]

[Monetisation Option: [Applicable/Not applicable]]

[If the Calculation Agent determines that an Extraordinary Event constitutes a force majeure, Share Linked Condition 2(b)(B)(ii)(3)] 2(b)(B)(x)] applies]

*[Insert in the case of Dual Currency Certificates: Not applicable]*

(xiv) Share Correction Period *[specify]* [As per Share Linked Condition 6]

(xv) Listing Change: [Applicable/Not applicable]

(xvi) Listing Suspension: [Applicable/Not applicable]

(xvii) Illiquidity: [Applicable/Not applicable]

(xviii) Tender Offer: [Applicable/Not applicable]

(xix) CSR Event: [Applicable/Not applicable]

(xx) Hedging Liquidity Event: [Applicable/Not applicable]

[Maximum Hedging Liquidity Level:]

[[●] per cent] / [As per Share Linked Condition 2(c)(i)]

**30.** Debt Linked Certificates: [Applicable/Not applicable]

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

(i) Debt Securities: *[specify]*[Not applicable]

(ii) Reference Price: [The Reference Price[s] for *[specify relevant Debt Securities]* is/are the [bid price]/[mid price]/[offer price]/[bid yield]/[mid yield]/[offer yield].] [Not applicable]

(iii) Nominal Amount: [The relevant nominal amount is [●] and the Relevant Screen Page is [●].][Not applicable]

(iv) Exchange Business Day Centre(s): *[specify]*

(v) Valuation Time: *[specify]*

(vi) Specified Maximum Days of Disruption: [As defined in Debt Linked Condition 5/*[specify]* Scheduled Trading Days.][Not applicable]

- |        |   |  |
|--------|---|--|
| (vii)  | Delayed Redemption on Occurrence of Debt Security Redemption Event: | [Applicable/Not applicable]<br><i>[if applicable:</i><br>Protected Amount: <i>[[specify]</i> per cent. of the Notional Amount <i>]]</i>  |
| (viii) | Debt Security Correction Period:                                    | [As per the Conditions]/ <i>[specify]</i> /[Not applicable]  |
| (ix)   | Debt Security Issuer:   | <i>[specify]</i> /[Not applicable]   |
| (x)    | Weighting:  | [Not applicable/The weighting to be applied to each item comprising the Basket of Debt Securities to ascertain the Settlement Price is <b>[●]</b> . Each such Weighting shall be subject to adjustment.] |
- 31.** ETI Linked Certificates: [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- |        |   |  |
|--------|---|--|
| (i)    | ETI/ETI Basket:                               | <i>[specify]</i>   |
| (ii)   | ETI Interest(s):                              | <i>[insert type of ETI Interest(s)]</i>                                    |
| (iii)  | ETI Related Party:                            | [As per ETI Linked Condition 1]/ <i>[specify]</i>                          |
| (iv)   | ETI Documents:                                | [As per ETI Linked Condition 1]/ <i>[specify]</i>                          |
| (v)    | Exchange(s):                                  | <i>[specify]</i> /[Not applicable]   |
| (vi)   | Related Exchange:                             | <i>[specify]</i> /[All Exchanges]/[Not applicable]                         |
| (vii)  | Scheduled Trading Day:                        | [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis] |
| (viii) | Exchange Business Day:                        | [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis] |
| (ix)   | Calculation Date(s):                          | [As per ETI Linked Condition 1]/ <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 ETI Linked Condition 1]/ <i>[specify]</i>                          |
| (xiv)  | Value per ETI Interest Trading Price Barrier: | [As per ETI Linked Condition 1]/ <i>[specify]</i>                          |
| (xv)   | Number of Value Publication Days:             | <i>[[specify]</i> calendar days] <i>[[specify]</i> Value Business Days]    |
- [Value Business Day Centre(s): *[specify]*

*(Only applicable if Number of Value Publication Days is calculated by reference to Value Business Days)*

- (xvi) Value Trigger Percentage: [As per ETI Linked Condition 1]/[specify]
- (xvii) Value Trigger Period: [As per ETI Linked Condition 1]/[specify]
- (xviii) Basket Trigger Level: [As per ETI Linked Condition 1]/[specify]
- (xix) Settlement Price/Closing Price: [Official closing price]/[Value per ETI Interest]
- (xx) Weighting: The Weighting to be applied to each ETI Interest comprising the ETI Basket is [specify]
- (xxi) Valuation Time: [specify]
- (xxii) Specified Maximum Days of Disruption: [As per ETI Linked Condition 1]/[specify]
- (xxiii) Additional Extraordinary ETI Event(s): [specify]
- (xxiv) Maximum Stock Loan Rate: [The Maximum Stock Loan Rate in respect of [specify in relation to each relevant ETI Interest] is [specify].]
- (xxv) ETI Interest Correction Period: [specify]
- (xxvi) Spread : [As per ETI Linked Condition 1]/[specify]
- (xxvii) Termination Date: [specify]
- (xxviii) Delayed Redemption on Occurrence of an Extraordinary ETI Event: [Applicable/Not applicable]  
[if applicable:  
Protected Amount: [[specify] per cent. of the Notional Amount]]
- (xxix) Protected Amount : [specify]
- 32. Commodity Linked Certificates: [Applicable/Not applicable]  
  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
  - (i) Commodity / Commodities / Commodity Index / Commodity Indices: [specify Commodity/Commodities/Commodity Index/Commodity Indices]  
[The Sponsor[s] of the Commodity [Index/Indices] [is/are] [specify]]  
  
[Insert in the case of Commodities that are EU Allowances:  
The [Commodity]/[specify Commodities] [is an]/[are] EU Allowance[s].  
  
[Relevant Registry: [specify]]]

- (ii) Pricing Date(s): [specify]
- (iii) Initial Pricing Date: [specify]
- (iv) Final Pricing Date: [specify]
- (v) Commodity Reference Price: [specify]
- The Price Source is/are [specify]<sup>26</sup>
- (vi) Delivery Date: [specify]/[Not applicable]
- (vii) Nearby Month: [specify]/[Not applicable]
- (viii) Specified Price: [specify]/[Not applicable]
- (ix) Exchange: [specify]/[Not applicable]
- (x) Disruption Fallback(s): [specify]/[As per Commodity Linked Condition 2]
- (xi) Valuation Time: [Continuous monitoring [specify other] and the relevant time on [insert relevant date(s)].]/[specify] (N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time. Not applicable in the case of Custom Indices).
- (xii) Specified Maximum Days of Disruption: [specify] [[specify] Commodity Business Days]<sup>27</sup>
- (xiii) Weighting: [Not applicable/[specify]. Each such Weighting shall be subject to adjustment in accordance with Commodity Linked Condition 3]
- (xiv) Redemption following Market Disruption Event or Commodity Index Adjustment Event: [Commodity Linked Condition [2.1(iii)/3.2(a)(i)] applies]/[Highest Value]/[Market Value]/[Monetisation Option]
- [If Highest Value or Monetisation Option are applicable: Protected Amount: [specify] per cent. of the Notional Amount]
- [If the Calculation Agent determines a Market Disruption Event or Commodity Index Adjustment Event constitutes a force majeure, Commodity Linked Condition 2.1(vii) or 3.2(a)(v), respectively, applies]
- 33. Inflation Linked Certificates:** [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Inflation Index/Inflation Indices/Index Sponsor: [specify name of inflation index/indices]
- [specify name of inflation index sponsor(s)]

<sup>26</sup> Delete if using automated Commodity Reference Prices

<sup>27</sup> Only applicable in respect of Commodity Linked Securities linked to a single Commodity.



- (ii) Related Bond: [Applicable/Not applicable]
- (iii) Issuer of Related Bond: [Applicable/Not applicable] *[If applicable, specify]*
- (iv) Fallback Bond: [Applicable/Not applicable]
- (v) Related Bond Redemption Event: [Applicable/Not applicable] *[If applicable, specify]*
- (vi) Substitute Inflation Index Level: [As determined in accordance with Inflation Linked Condition 1] *[specify]*.
- (vii) Cut-off Date: In respect of a [Valuation Date], the day that is *[specify]* Business Days prior to such [Valuation Date].
- (viii) Valuation Date/Redemption Valuation Date: *[specify]*
- (ix) Reference Month: *[specify]*
- (x) Initial Fixing Date: *[specify]*[Not applicable]
- (xi) Final Fixing Date: *[specify]*[Not applicable]
- (xii) Inflation Index Level Adjustment: [Applicable/Not applicable]
- (xiii) Currency Adjustment: [Applicable/Not applicable]
- (xiv) Index Cancellation: [Inflation Linked Condition 3(vii)(b) applies]/[Highest Value]/[Market Value]/[Monetisation Option]
- [If Highest Value or Monetisation Option are applicable: Protected Amount: *[specify]* per cent. of the Notional Amount]*
- [If the Calculation Agent determines an Index Cancellation constitutes a force majeure, Inflation Linked Condition 3(vii)(f) applies]*
34. Currency Linked Certificates: [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (If the Certificates are Dual Currency Certificates where the Settlement Currency of the Interest Amount is dependent on whether the Dual Currency Condition has been satisfied, specify "Applicable" and complete relevant prompts below.)*
- (i) Relevant Screen Page: *[specify]*
- (ii) The relevant base currency (the "Base Currency") is: *[specify]*

- (iii) The relevant subject *[specify]*  
[currency/currencies]  
([the]/[each a] "**Subject Currency**") [is/are]:
  - (iv) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Currencies to ascertain the Settlement Price is *[specify]*]
  - (v) Price Source: *[specify]*/[Insert in the case of Dual Currency Certificates: Not applicable]
  - (vi) Specified Maximum Days of Disruption: *[specify]*/[five] Scheduled Trading Days  
*(If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to five)*
  - (vii) Settlement Price: *[specify]*/[Not applicable]
  - (viii) Valuation Time: *[specify]*
  - (ix) Delayed Redemption on Occurrence of a Disruption Event: [Applicable/Not applicable]  
*[if applicable:*  
Protected Amount: *[[specify]* per cent. of the Notional Amount]]  
*[Insert in the case of Dual Currency Certificates: Not applicable]*
  - (x) [Dual Currency Certificates: [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*  
[Dual Currency Condition [1]/[2]: [Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]]  
[Dual Currency Determination Date(s): *[specify]*/[each Valuation Date]]  
[Strike Rate: *[[specify set exchange rate]*, expressed as the number of units (or part units) of the Subject Currency for which one unit of the Base Currency can be exchanged]  
[DCC Illiquidity Disruption: Not applicable]]
35. Fund Linked Certificates: [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

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- (i) Fund/Fund Basket/Fund [specify Fund/Fund Basket/Fund Index/Fund Indices/Euro  
Index/Fund Indices/Euro Fund]  
Fund:
- [The Fund Index Sponsor[s] of the Fund [Index/Indices]  
[is/are] [●]]
- [Fund Index Currency: [specify]]
- [The [specify] Fund is a Mutual Fund]
- [The [specify] Fund is a Hedge Fund]
- [The [specify] Fund is a Private Equity Fund]
- [The [specify] Fund is a Pool Investment Vehicle]
- [SC/FM Fund Events: Applicable]
- [[The [●] Fund is a Euro Fund]
- [The Insurance Company is [specify]]
- Provisional Minimum Rate: [specify website]
- Gross Rate of Return: [specify website]
- [Floor Rate of Return: Applicable – the Floor Rate of  
Return is [specify]]
- Euro Fund Business Day Centre: [specify]/[Paris]]
- (If the Euro Fund Provisions are applicable delete items  
35(ii) to (ix) and 35(xi) to (xxii) below and complete items  
35(x) and 35(xxiii))*
- (ii) [Fund Share(s): [specify]]
- (iii) Fund Documents: [As per Fund Linked Condition 1]/[specify]
- (iv) Fund Business Day: [All Fund Share Basis/Per Fund Share Basis/Single Fund  
Share Basis]
- (v) Maximum Days of Disruption: [As per Fund Linked Condition 1]/[specify]
- (vi) Fund Service Provider: [As per Fund Linked Condition 1]/[specify][insert name]
- (vii) Calculation Date(s): [As per Fund Linked Condition 1]/[specify]
- (viii) Initial Calculation Date: [As per Fund Linked Condition 1]/[specify]
- (ix) Final Calculation Date: [specify]
- (x) Hedging Date: [specify]
- (xi) AUM Level: [As per Fund Linked Condition 1]/[specify]

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- (xii) NAV Trigger Percentage: [As per Fund Linked Condition 1]/[specify]
- (xiii) NAV Trigger Period: [specify]
- (xiv) Volatility Trigger Event: [Applicable/Not applicable]  
*[If Volatility Trigger Event is applicable:*  
 Volatility Trigger Percentage: [specify]  
 Volatility Trigger Period: [As per Fund Linked Condition 1]/[specify]]
- (xv) Number of NAV Publication Days: [As per Fund Linked Condition 1]/[specify]
- (xvi) Basket Trigger Level: [As per Fund Linked Condition 1]/[specify]
- (xvii) Termination Amount: [As per Fund Linked Condition 1]/[specify]/[Market Value]/[Highest Value]/[Monetisation Option]  
 [Fund Event Force Majeure: Applicable]
- (xviii) Termination Date: [specify]
- (xix) Weighting: [Applicable/Not applicable]/[specify]. Each such Weighting shall be subject to adjustment in accordance with Fund Linked Condition 4]
- (xx) [Protected Amount : [specify] per cost of the Notional Amount] [Not applicable]
- (xxi) Delayed Payment Cut-off Date: [As per Fund Linked Condition 1]/[specify]
- (xxii) Delayed Redemption on Occurrence of an Extraordinary Fund Event : [Applicable/Not applicable]
- (xxiii) Redemption on the Occurrence of Fund Index Adjustment Event: [Delayed Redemption on Occurrence of a Fund Index Adjustment Event: [Applicable/Not applicable]  
 [if applicable:  
 Early Redemption Amount: [Applicable/Not applicable]]  
 [Highest Value: [Applicable/Not applicable]]  
 [Market Value: [Applicable/Not applicable]]  
 [Monetisation Option: [Applicable/Not applicable]]  
*[If Early Redemption Amount, Highest Value or Monetisation Option are applicable: Protected Amount: [specify] per cent. of the Notional Amount]*  
 [If the Calculation Agent determines a Fund Index Adjustment Event constitutes a force majeure, Fund Linked Condition 6(iv)(G) applies]]

- (xxiv) Redemption on the Occurrence of an Extraordinary Euro Fund Event: [Delayed Redemption on Occurrence of an Extraordinary Euro Fund Event: [Applicable/Not applicable]  
[If applicable:  
Protected Amount: [specify] per cent. of the Notional Amount]]
- 36.** Underlying Interest Rate Linked Certificates: [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*  
*(If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate<sub>1</sub>:" and "Underlying Interest Rate<sub>2</sub>:" and repeat paragraphs 36(i) to (vii) below, as applicable and repeat for each Underlying Interest Rate)*
- (i) Underlying Interest Determination Date(s): [specify]
- (ii) Manner in which the Underlying Interest Rate is to be determined: [Screen Rate Determination – [IBOR]/[SONIA]/[SOFR]/[€STR]/[SARON]/[TONA]/[ISDA Determination]
- (iii) Screen Rate Determination: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Underlying Reference Rate: [specify] *(Specify EURIBOR, SONIA, SOFR, €STR, SARON, TONA or other)*
- (b) Specified Time: [Include where the Underlying Reference Rate is EURIBOR: 11:00 am, Brussels time]/[specify]/[Not applicable]
- (c) Relevant Screen Page: [specify]/[The SOFR Screen Page]/[ECB Website]  
*(Where the Underlying Reference Rate is SONIA and the Observation Method is SONIA Index with Observation Shift, include details as to where the SONIA Index is published or displayed and the relevant time for publication.)*
- (d) [Calculation Method: [Include where the Underlying Reference Rate is SONIA: [Compounded Daily]/[Weighted Average]]  
[Include where the Underlying Reference Rate is SOFR: [SOFR Arithmetic Mean]/[SOFR Compound]]]
- (e) [Observation Method: [Include where the Underlying Reference Rate is SONIA: [Lag]/[Lock-out]/[Shift]/[SONIA Index with Observation Shift]]  
[Include where the Underlying Reference Rate is SOFR:

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[SOFR Compound with Lookback]/[SOFR Compound with Observation Period Shift]/[SOFR Index with Observation Shift]]

*[Include where the Underlying Reference Rate is €STR: [Lag]/[Shift]]*

*[Include where the Underlying Reference Rate is TONA: [TONA Compound with Lookback]/[TONA Compound with Observation Period Shift]]*

- (f) [Lookback Period: [[specify] [London Business Days]/[U.S. Government Securities Business Days]/[T2 Business Days]/[Zurich Banking Days]/[Tokyo Banking Days]]/[As per the Conditions]/[Not applicable]]

*(Include where the Underlying Reference Rate is SONIA (where the Observation Method is Lag or Shift), SOFR (where the Calculation Method is SOFR Compound and the Observation Method is SOFR Compound with Lookback), €STR, SARON or TONA (where the Observation Method is TONA Compound with Lookback).)*

- (g) [Observation Shift Days: [[specify] U.S. Government Securities Business Days]/[As per the Conditions]/[Not applicable]]

*(Include where the Underlying Reference Rate is SOFR, the Calculation Method is SOFR Compound and the Observation Method is SOFR with Observation Period Shift or SOFR Index with Observation Shift)*

[[specify] Relevant Business Days]/[As per the Conditions]/[Not applicable]

[Observation Shift Business Centre(s): [specify]]

*(Include where the Underlying Reference Rate is TONA and the Observation Method is TONA Compound with Observation Period Shift)*

- (h) [SOFR Cut-Off Date: [As per Underlying Interest Linked Condition 3(c)]/[specify] U.S. Government Securities Business Days]/[Not applicable]]

*(Include where the Underlying Reference Rate is SOFR. Must apply where the Calculation Method is SOFR Arithmetic Mean)*

- (i) [SOFR Replacement Alternatives Priority: [As per Underlying Interest Linked Condition 3(c)(iv)]/[specify order of priority of SOFR Replacement Alternatives listed in Underlying Interest Rate Linked Condition 3(c)(iv)]]

- (j) [Rate Cut-off Time: [specify]/[As per Underlying Interest Linked Condition 3(c)]/[Not applicable]]

*(Include where the Underlying Reference Rate is €STR)*

- (k) [ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions]]  
*(Include where the Underlying Reference Rate is either SOFR or €STR)*
- (l) Underlying Interest Period: [Underlying Interest Period Start Date: *[specify]*]  
Underlying Interest Period End Date: *[specify]*]/  
*[Include where the Underlying Reference Rate is SONIA and Lag is specified as the Observation Method: *[specify]*]*
- (iv) ISDA Determination: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Floating Rate Option: *[specify]*
- (b) Designated Maturity: *[specify]*
- (c) Reset Date: *[specify]*
- (v) Underlying Margin(s): [+/-][●] per cent. per annum
- (vi) Minimum Underlying Reference Rate: [●] per cent. per annum
- (vii) Maximum Underlying Reference Rate: [●] per cent. per annum
- 37.** Credit Linked Certificates: [Applicable – the Certificates are Credit Linked Certificates/Not applicable]
- (i) Type of Security: [Single Reference Entity Credit Linked Certificate]  
[Nth-to-Default Credit Linked Certificate]  
N: *[specify]*  
Substitution: [Not applicable] [Applicable]]  
[Linear Basket Credit Linked Certificate]  
Substitution: [Not applicable][Applicable]
- Zero Recovery: [Applicable][Not applicable]
- No Prior Event Determination Date: [Not applicable][Applicable]
- (ii) Transaction Type: [Not applicable][Standard North American Corporate][Standard European Corporate][Standard European Financial Corporate][Standard European CoCo]

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Financial Corporate][Standard European Senior Non-Preferred Financial Corporate][Standard Subordinated European Insurance Corporate][Standard Emerging European Corporate LPN][Standard Emerging European Corporate] [Standard Latin America Corporate BL][Standard Australia [Financial] Corporate][Standard New Zealand [Financial] Corporate][Standard Japan [Financial] Corporate][Standard Singapore [Financial] Corporate][Standard Asia [Financial] Corporate][Standard Sukuk Corporate][Standard Western European Sovereign][Standard Latin America Sovereign][Standard Emerging European & Middle Eastern Sovereign][Standard Australia Sovereign][Standard New Zealand Sovereign][Standard Japan Sovereign][Standard Singapore Sovereign][Standard Asia Sovereign][Standard Sukuk Sovereign][Standard U.S. Municipal Full Faith and Credit][Standard U.S. Municipal General Fund][Standard U.S. Municipal Revenue] *[specify]*

[Index Sponsor: [●]] *[Delete if not applicable]*

(iii) Scheduled Redemption Date: *[specify]*

(iv) Reference Entity(ies): *[specify]*<sup>28</sup>

(v) Reference Entity Notional Amount: *[specify]*[As per Credit Linked Condition 10]

(vi) Reference Obligation(s):

(a) Non-Standard Reference Obligation: [Applicable/Not applicable/*[specify]*]

[The obligation identified as follows: [With respect to [●]] *(Delete if single Reference Entity)*

Primary Obligor:*[specify]*

Guarantor:*[specify]*

Maturity:*[specify]*

Coupon:*[specify]*

CUSIP/ISIN:*[specify]*

Seniority Level: [Senior Level]/[Subordinated Level]*[specify]*[Not applicable]

Original Issue Amount:*[specify]*

<sup>28</sup>

NB. The Reference Entity (or the issuer of the reference obligation) must have securities admitted to trading on a regulated market equivalent third country market or SME Growth Market. Include information required by Item 2.2.2 of Annex 17 of Commission Delegated Regulation (EU) 2019/980 including name, ISIN, address, country of incorporation, industry or industries in which the reference entity (or the issuer of the reference obligation) operates and the name of the regulated market, equivalent third country market or SME Growth Market on which its securities are admitted.



[The obligation specified as the Reference Obligation above shall be the Original Non-Standard Reference Obligation notwithstanding that such obligation is not an obligation of the Reference Entity, and notwithstanding any contrary provision of the definition of "Original Non-Standard Reference Obligation" (and, for the avoidance of doubt, paragraph (a) of the definition thereof applies).] *[Delete if not applicable or if Reference Obligation above is an obligation of the Reference Entity]*

(b) Standard  
Reference  
Obligation:

[Applicable/Not applicable/[specify]]

Seniority Level: [Senior]/[Subordinated][specify][Not applicable]

Maturity:[specify]

Coupon:[specify]

CUSIP/ISIN:[specify]

(vii) Credit Linked Interest Only: [Applicable/Not applicable]

(viii) Credit Linked Principal Only: [Applicable/Not applicable]

(ix) Settlement Method: [Auction Settlement] [Physical Settlement] Final Price [●]  
[Minimum Quotation Amount [●]] [Cash Settlement]

[Not applicable] *(Insert for Zero Recovery Credit Linked Certificates)*

[Unwind Costs: [Not applicable] [●]] *[Delete if Unwind Costs are applicable]* [No Charged Assets Loss is applicable]

[Payment Requirement: [specify]]

[Default Requirement: [specify]] *[Delete if not applicable]*

(x) Fallback Settlement Method: [Physical Settlement] [Cash Settlement]

(xi) Settlement Deferral: [Applicable] [Not applicable]

(xii) Settlement Currency: [specify]

(xiii) Settlement at Maturity: [Applicable] [Not applicable]

(xiv) Merger Event: [Credit Linked Condition 2(c) [Applicable/Not applicable]]

*(If Applicable):*

[Merger Event Redemption Date: [●]]

(xv) LPN Reference Entities: [Applicable/Not applicable/[specify]]/As per the Transaction Type

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- (xvi) Terms relating to Cash Settlement: [As per Credit Linked Condition 2] [Not applicable]
- (xvii) Terms relating to Physical Settlement: [As per Credit Linked Condition 4] [Not applicable]
- (xviii) NTCE Provisions: [Applicable/Not applicable/[●]/As specified in the Exhibit to the Final Terms/As per the Transaction Type]
- [Where NTCE Provisions are applicable:]
- [Fallback Discounting: [Applicable/Not applicable/As specified in the Exhibit to the Final Terms/As per the Transaction Type]]
- [Credit Deterioration Requirement: [Applicable/Not applicable/As specified in the Exhibit to the Final Terms/As per the Transaction Type]]
- (xix) Accrual of Interest upon Credit Event: [As per Credit Linked Condition 3(a)(A)(i)] [As per Credit Linked Condition 3(a)(A)(ii)] [As per Credit Linked Condition 3(b)] [Continued Interest Accrual applicable]
- (xx) Interest: [*specify*] [No Interest Post Scheduled Redemption is applicable]
- (xxi) Hybrid Credit Linked Certificates: [Applicable/Not applicable]
- (*Delete below if not applicable*)
- Event Determination Date Overrides Automatic Early Redemption: [Applicable/Not applicable]
- Credit Linked Calculation Basis: [Applicable/Not applicable]
- [Excluded Items: [Item 14 (*Final Payout*) (Include Item 14 (*Final Payout*) as an Excluded Item where the Final Payout overrides item 37 (*Credit Linked Certificates*))] [●] (*Delete where not applicable*)
- (xxii) Additional Credit Linked Security Disruption Events: [The following Additional Credit Linked Security Disruption Events apply to the Certificates:] [Not applicable]
- (*Specify each of the following of which applies*)
- [Change in Law]
- [Hedging Disruption]
- [Increased Cost of Hedging]
- (xxiii) Additional provisions: [Change in Standard Terms and Market Conventions: [Not applicable]] [*Delete if Change in Standard Terms and Market Conventions applies*]]

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[In respect of *[specify relevant Reference Entity]*, [Include Accrued Interest] [Exclude Accrued Interest] applicable]

(xxiv) Credit Event Backstop Date: [The date that is 60 calendar days prior to the Trade Date] [Issue Date] *[specify]*

(xxv) Credit Event Observation Period End Date: [Applicable*[specify]*] [Not applicable]

(xxvi) Principal Protection Level: *[specify]*

(xxvii) CoCo Supplement: [Applicable/Not applicable/As per the Transaction Type]  
(Delete if CoCo Supplement is not applicable)

[Trigger Percentage: [●] [/As specified in Annex 10 (Annex for Credit Linked Securities)]

(xxviii) Calculation and Settlement Suspension: [Applicable] [Not applicable]

(xxix) Seniority Level: [Senior Level] [Subordinated Level] [●]

(xxx) Payer/Receiver Option: [Applicable/Not applicable]

*(Delete below if not applicable)*

[Option Type: [Payer]/[Receiver]

CDS Notional Amount: [●]

Underlying Index: [●]

Index Quotation Method: [Upfront]/[Spread], where:

– [Spread: [●]]

– [Upfront: [●]]

Option Expiration Time: [●]

Option Expiry Date: [●]

Option Settlement Date: [●]

Option Outstanding Notional Amount per Credit Linked Security: [●]/[as per the Credit Linked Conditions]

Market Maker: [●]

Automatic Roll: [Applicable/Not applicable]

*(Delete below if not applicable)*

– Automatic Roll Period: [●]

– Frequency: [●]/[As per the Credit Linked Conditions]

(xxxix) FX Adjustment

[Applicable/Not applicable]

*(Delete below if not applicable)*

– [The Final Adjustment shall be determined [in accordance with the following: [●]]/[as per the Credit Linked Conditions]]

– Initial FX Level: [●]

– Reference Currency: [●]

– Screen Page: [●]

– Determination Time: [●]

38. Hybrid Certificates:

[Applicable/Not applicable]

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

*[If applicable:*

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

*[Include each Type of Underlying Reference]*

Type of Underlying Reference

[●] [See item [●]]

[●] [See item [●]]

[●] [See item [●]]

- (ii) Hybrid Business Day [Applicable/Not applicable]

*[if applicable:*

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

*[If Hybrid Business Day is applicable, each date for valuation (e.g. valuation date, averaging date,*

*observation date etc.) which is the subject of the Hybrid Certificates provisions should be expressed to be "[●] or if that is not a Hybrid Business Day the immediately [succeeding/preceding] Hybrid Business Day"]]*

**39.** Illegality (Condition 7(a)) and Force Majeure (Condition 7(b)):

Illegality: [[Highest Value]/[Market Value]/[Monetisation Option][Annex ERE] applicable]

[If Highest Value or Monetisation Option are applicable:  
Protected Amount: *[specify]*]

Force Majeure: [ERE Force Majeure/No Unwind Costs][Annex ERE]

**40.** Additional Disruption Events and Optional Additional Disruption Events:

(i) Additional Disruption Events: [Applicable/Not applicable]/[Change in Law/Hedging Disruption] does not apply to the Certificates]

[Change in Law – Hedge Maintenance Cost: Not applicable]

(ii) Optional Additional Disruption Events: [Not applicable][The following Optional Additional Disruption Events apply to the Securities:

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

[Administrator/Benchmark Event]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Insolvency Filing]

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

[Cancellation Event]

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

[Loss of Stock Borrow]

[[Stop-Loss Event]

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

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[Currency Event]

[Extraordinary External Event]

[Significant Alteration Event]

[Jurisdiction Event [- Hedging Arrangements: Not applicable]]

[Failure to Deliver due to Illiquidity]

*(N.B. Failure to Deliver due to Illiquidity is applicable to certain Share Linked Securities. Careful consideration should be given to whether Failure to Deliver due to Illiquidity would apply to other Physical Delivery Securities)*

[Hedging Party Default]

(iii) [The Maximum Stock Loan Rate [in respect of *[specify in relation to each relevant Share/Security]*] is *[specify]*].

(iv) Redemption: Delayed Redemption on Occurrence of an Additional Disruption Event and/or Optional Additional Disruption Event: [Applicable/Not applicable]

*[if applicable:*

[Protected Amount: [[ ] per cent. of the Notional Amount] *[Must be specified if Highest Value or Monetisation Option are applicable]*

[Highest Value: [Applicable/Not applicable]]

[Market Value: [Applicable/Not applicable]]

[Monetisation Option: [Applicable/Not applicable]]

**41.** Knock-in Event:

[Applicable/Not applicable]

*[specify]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]/["within"]/[Knock-in Bottom Level/Knock-in Top Level: In respect of the Knock-in Bottom Level, "less than"/"less than or equal to" and in respect of the Knock-in Top Level, "greater than"/"greater than or equal to"]]*

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

(i) SPS Knock-in Valuation:

[Applicable/Not applicable]

*(If applicable replicate relevant provisions from Payout Condition 1)*

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

*[If FX Knock-in Valuation is applicable, replicate relevant provisions from Payout Condition 1.]*

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

[Performance Value: [Applicable/Not applicable]]

- (ii) Level: [Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]<sup>29</sup>[Not applicable]
- (iii) Knock-in [Price][Level]/Knock-in Range [Price][Level]/Knock-in Bottom Level/Knock-in Top Level: [Knock-in Level: *[specify]*]/[FX Knock-in Level]  
*[If FX Knock-in Level is specified, replicate relevant provisions from Payout Condition 1]*  
 [Knock-in Range Level: *[specify]*]  
 [Knock-in Bottom Level: *[specify]*]  
 [Knock-in Top Level: *[specify]*]
- (iv) Knock-in Period Beginning Date: *[specify]*
- (v) Knock-in Period Beginning Date Day Convention: [Applicable/Not applicable]
- (vi) Knock-in Determination Period: *[specify]*/[See definition in Condition 8]
- (vii) Knock-in Determination Day(s): *[specify]*/[Each [Scheduled Trading Day/ Scheduled Custom Index Business Day/ Commodity Business Day/Fund Business Day/Business Day] in the Knock-in Determination Period]
- (viii) Knock-in Period Ending Date: *[specify]*
- (ix) Knock-in Period Ending Date Day Convention: [Applicable/Not applicable]
- (x) Knock-in Valuation Time: *[specify]*/[See definition in Condition 8]/[Valuation Time]/[Any time on a Knock-in Determination Day]/[Not applicable]
- (xi) Knock-in Value: *[specify]*
- (xii) Knock-in Observation Price Source: *[specify]*

<sup>29</sup>

Only applicable in relation to Index Linked Securities, Share Linked Securities, Debt Linked Securities, ETI Linked Securities, Commodity Linked Securities and Currency Linked Securities.

- (xiii) Disruption Consequences: [Applicable]/[Not applicable]
42. Knock-out Event: [Applicable/Not applicable]
- [If applicable:*
- [specify]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]/[Knock-out Corridor Range]/[Knock-out Bottom Level/Knock-out Top Level: In respect of the Knock-out Bottom Level,"less than"/"less than or equal to" and in respect of the Knock-out Top Level, "greater than"/"greater than or equal to"]]*
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) SPS Knock-out Valuation: [Applicable/Not applicable]
- [If applicable replicate relevant provisions from Payout Condition 1]*
- [If SPS Knock-out Valuation is not applicable and the Securities are Currency Linked Securities, specify if FX Knock-out Valuation is applicable.]*
- [If FX Knock-out Valuation is applicable, replicate relevant provisions from Payout Condition 1.]*
- [FX Coupon Performance: [Applicable/Not applicable]]
- [Performance Value: [Applicable/Not applicable]]
- (ii) Level: [Knock-out Corridor Value 1: [Official level]/[Official close]/[last price]/[trade price]/[bid price]/[asked price]<sup>30</sup>[Not applicable]
- [Knock-out Corridor Value 2: [official level]/[official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level]<sup>31</sup>/[Not Applicable]]
- [Knock-out Level: *[specify]*][FX Knock-out Level]]
- (iii) Knock-out [Price][Level]  
/Knock-out Range  
[Price][Level]/Knock-out  
Corridor Range/Knock-out  
Bottom Level/Knock-out  
Top Level:
- [If FX Knock-out Level is specified, replicate relevant provisions from Payout Condition 1]*
- [If Knock-out Corridor Range is applicable:*
- [If Knock-out Corridor Range is applicable:*
- Knock-out Low Barrier: *[specify]*
- Knock-out High Barrier: *[specify]*

<sup>30</sup> Only applicable in relation to Index Linked Securities, Share Linked Securities, Debt Linked Securities, ETI Linked Securities, Commodity Linked Securities and Currency Linked Securities.

<sup>31</sup> Only applicable in relation to Index Linked Securities, Share Linked Securities, Debt Linked Securities, ETI Linked Securities, Commodity Linked Securities and Currency Linked Securities.



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[Knock-out Range Level: *[specify]*]

[Knock-out Bottom Level: *[specify]*]

[Knock-out Top Level: *[specify]*]

- (iv) Knock-out Period Beginning Date: *[specify]*
  - (v) Knock-out Period Beginning Date Day Convention: [Applicable/Not applicable]
  - (vi) Knock-out Determination Period: *[specify]*/[See definition in Condition 8]
  - (vii) Knock-out Determination Day(s): *[specify]*/[Each [Scheduled Trading Day/ Scheduled Custom Index Business Day/ Commodity Business Day/Fund Business Day/Business Day] in the Knock-out Determination Period]
  - (viii) Knock-out Period Ending Date: *[specify]*
  - (ix) Knock-out Period Ending Date Day Convention: [Not applicable/Applicable]
  - (x) Knock-out Valuation Time: *[specify]*/[See definition in Condition 8] [Any time on a Knock-out Determination Day]/[Valuation Time]/[Not applicable]
  - (xi) Knock-out Value: *[specify]*
  - (xii) Knock-out Observation Price Source: *[specify]*
  - (xiii) Disruption Consequences: [Applicable/Not applicable]
- 43.** Notional Amount of each Certificate: [[*[currency]*][*[amount]*]/[Not applicable]].
- [FX Settlement Disruption Event Determination: Applicable]

**PROVISIONS RELATING TO INTEREST AND PREMIUM AMOUNTS (IF ANY) APPLICABLE**

- 44.** Interest/Premium Amounts: [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs under this paragraph)*
- Condition to Interest Payment: [Applicable as set out in Condition 4(i)/Not applicable]
- [Coupon Switch: [Applicable / Not applicable]]
- [If applicable:

[Coupon Switch Election: Applicable]/[Automatic Coupon Switch: Applicable [*replicate relevant provisions from Condition 1 of the Payout Conditions*]]

Pre-Switch Coupon: [Fixed Rate]/[Floating Rate]/[Linked Interest]: [SPS Fixed Coupon]/[SPS Variable Amount Coupon]/[Digital Coupon]/[Snowball Digital Coupon]/[Accrual Digital Coupon]/[Stellar Coupon]/[Cappuccino Coupon]/[Ratchet Coupon]/[Driver Coupon]/[Nova Coupon]/[Sum Coupon]/[Option Max Coupon]/[Transition Coupon]/[Inflation and Rate Coupon]/[Custom Index Coupon]/ [Option Max Coupon]/[Option Min Coupon]/[[FX Vanilla Coupon]/[FX Digital Coupon]/[FX Range Accrual Coupon]/[FX Memory Coupon]/[FI Digital Coupon]/[Range Accrual Coupon]/[Combination Floater Coupon]/[PRDC Coupon]/[FI Digital Floor Coupon]/[FI Digital Cap Coupon]/[FI Target Coupon], [Duration Adjusted Coupon] (see items [*specify*] below)]

Post-Switch Coupon: [Fixed Rate]/[Floating Rate]/[Linked Interest]: [SPS Fixed Coupon]/[SPS Variable Amount Coupon]/[Digital Coupon]/[Snowball Digital Coupon]/[Accrual Digital Coupon]/[Stellar Coupon] /[Cappuccino Coupon]/[Ratchet Coupon]/[Driver Coupon] /[Nova Coupon]/[Sum Coupon]/[Option Max Coupon]/[Transition Coupon]/[Inflation and Rate Coupon]/[Custom Index Coupon]/ [Option Max Coupon]/[Option Min Coupon]

/[FX Vanilla Coupon]/[FX Digital Coupon]/[FX Range Accrual Coupon]/[FX Memory Coupon]/[FI Digital Coupon]/ [Range Accrual Coupon]/[Combination Floater Coupon]/ [PRDC Coupon]/[FI Digital Floor Coupon]/[FI Digital Cap Coupon]/[FI Target Coupon]/[Duration Adjusted Coupon] [*Insert relevant provisions, replicating relevant prompts from items (xv) and/or (xvi) as applicable, below*]

Additional Switch Coupon: [Applicable/Not applicable]  
[*If applicable:*

Additional Switch Coupon Amount: [*specify*] [Calculation Amount  $\times$  [ $\bullet$ ]]%]] [Where a Coupon Switch occurs [in][on] is payable [in][on] [*specify*], [Calculation Amount  $\times$  [ $\bullet$ ]]%]] (*Repeat as necessary*)

Additional Switch Coupon Payment Date: [*Specify*]

Coupon Switch Date[s]: [*Specify*]

[If the Certificates are Fixed Rate Certificates and Floating Rate Certificates, complete prompts (i) to (xv) accordingly]

(i) Interest Period(s): [*specify*]

(ii) Interest Period End Date(s): [*specify*]

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- (iii) Specified Period: [specify]
- (iv) Business Day Convention for Interest Period End Date(s): [Following/Modified Following/Preceding/FRN/None/Not applicable]  
*(A Business Day Convention must be specified where the Reference Rate is SONIA, SOFR, €STR, SARON or TONA)*
- (v) Interest Payment Date(s): [specify]
- (vi) Business Day Convention for Interest Payment Date(s): [Following/Modified Following/Preceding/FRN/None/Not applicable]  
*(If a Business Day Convention is specified for Interest Period End Date(s), unless Interest Payment Date(s) is (are) expressed to be a number of Business Days after the relevant Interest Period End Final Date, Interest Payment Date(s) must be subject to the same Business Day Convention)*
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [specify]
- (viii) Margin(s): [[+/-][specify] per cent. per annum/Not applicable]
- (ix) Minimum Interest Rate: [[specify] per cent. per annum/As per Condition 4(e)]
- (x) Maximum Interest Rate: [[specify] per cent. per annum/Not applicable]
- (xi) Rate Multiplier: [specify][Not applicable]
- (xii) Day Count Fraction: [specify]/[unadjusted]
- (xiii) Determination Dates: [specify] in each year *[insert regular payment dates, ignoring issue date or redemption date in the case of a long or short first or last coupon.] (N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (xiv) Accrual to Redemption: [Applicable/Not applicable]  
  
[If Accrual to Redemption is not applicable:  
  
Accrual to Preceding IPED: [Applicable/Not Applicable][insert in the case of Credit Linked Certificates where Accrual to Redemption is Not Applicable]]
- (xv) [Rate of Interest/ Premium Amount Rate]: [Fixed Rate[ - Dual Currency Condition 1 applies (see paragraph 44(xxviii)(j) below)]]  
  
[Floating Rate]  
  
[Fixed Rate and Floating Rate]

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[Linked [Interest / Premium Amount]]:

*(Include one or more of the following if applicable<sup>32</sup>:)*

[SPS Fixed Coupon

*[Replicate formula from Payout Condition 1.]*

[SPS Variable Amount Coupon

*[Replicate formula from Payout Condition 1.]]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[Digital Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[Snowball Digital Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1.]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[Accrual Digital Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1.]*

<sup>32</sup>

Refer to the contents page relating to Annex 1 (*Additional Terms and Conditions for Payouts*), which is on pages 852 to 858 for details of the location within the Payout Conditions of the terms and conditions that are applicable to the Securities given the Coupon/Premium Amount Rate, Payout or Entitlement Amount elections above.

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[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Stellar Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I.]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Cappuccino Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I.]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Ratchet Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I.]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition I]]]*

[Driver Coupon applicable:

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*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1.]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[Nova Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1.]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[Sum Coupon applicable:

*[Replicate formula and other related provisions from Payout Condition 1]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[Option Max Coupon applicable:

*[Replicate formula and other related provisions from Payout Condition 1]*

[Option Min Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Transition Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Inflation and Rate Coupon applicable:

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*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Custom Index Coupon applicable:  
*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[FX Vanilla Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[FI Digital Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[FX Digital Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

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[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[Range Accrual Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[FX Range Accrual Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[FX Memory Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2]*

[Rate: [Fixed Rate]



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[Floating Rate]

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[Combination Floater Coupon applicable:

*[Replicate formula and other related provisions from Payout Condition 2.]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[PRDC Coupon applicable:

*[Replicate formula and other related provisions from Payout Condition 2.]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[FI Digital Floor Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2.]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[FI Digital Cap Coupon applicable:

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*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 2.]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[FI Target Coupon applicable

*[Replicate formula from Payout Condition 2]*

[Vanilla Call Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]*

[Duration Adjusted Coupon applicable:

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]]]*

[Dropback Accrued Coupon applicable:

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

[Dropback Non-Accrued Coupon applicable:

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

[Rate:

*[[ specify] per cent. [per annum]*

*(If more than one fixed rate is to be determined, specify each such rate)]*

[Floating Rate – [Screen Rate Determination/ISDA Determination/BBF Determination]

*(If more than one floating rate is to be determined, repeat sub-paragraphs of (xviii), (xix) or (xx), as applicable, for each such rate)]*

[Vanilla Call Rate

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*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Vanilla Call Spread Rate

*[Replicate formula, relevant value(s) and other related provisions from Payout Condition 1]*

[Minimum Premium Amount Rate: *[[specify] per cent. per annum/Not applicable]]*

[Minimum Premium Amount Rate: *[[specify] per cent. per annum/Not applicable]]*

[Margin(s) *[[+/-specify] per cent. per annum/Not applicable]]*

*(N.B. Margin may only be applicable if the Premium Amount Rate is a Floating Rate – Screen Rate Determination/ISDA Determination/BBF Determination)*

(xvi) Coupon Rate: *[Applicable/Not applicable][Where applicable, specify one or more of the options specified in paragraph (xv) above and replicate the formula, relevant value(s) and other related provisions from Payout Condition 1 or 2, as applicable]*

(xvii) Fixed Rate Provisions: *[Applicable – the Certificates are Fixed Rate Certificates/Not applicable]*

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

*[Specify if more than one fixed rate is to be determined, repeat items (a) to (b) below for each such rate and, if FI Digital Coupon is applicable, distinguish between the Rate which is FI Rate A and the Rate which is FI Rate B]*

(a) Fixed Rate[(s)] of Interest *[[specify] per cent. [per annum].* *[[including/excluding] on overdue amounts after Redemption Date or date set for early redemption):*

(b) Fixed Coupon Amount[(s)]: *[[specify] per Certificate [Not applicable]]*

(xviii) Floating Rate Provisions *[Applicable – the Certificates are Floating Rate Certificates/Not applicable]*

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

*[Specify if more than one floating rate is to be determined, repeat items (a) to (e) below for each such*

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*rate and, if FI Digital Coupon is applicable, distinguish between the Rate which is FI Rate A and the Rate which is FI Rate B]*

(a) Manner in which Rate of Interest and Interest Amount to be determined: [Screen Rate Determination/ISDA Determination/FBF Determination]

(b) Linear Interpolation: [Not applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using linear interpolation (*specify for each short or long interest period*)]

(c) Screen Rate Determination: [Applicable – [IBOR]/[SONIA]/[SOFR]/[€STR]/[SARON]/[TONA]]/[Not applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

(A) Reference Rate: [EURIBOR/STIBOR/SONIA/SOFR/€STR/SARON/TONA] (*The Reference Rate must be, EURIBOR, STIBOR, SONIA, €STR, TONA or SARON*)

(B) [Interest]/[Premium Amount] Determination Date(s): [*specify*]  
*(Second T2 day prior to the start of each Interest Period if the Reference Rate is EURIBOR or second Stockholm business day prior to the start of each Interest Period if the Reference Rate is STIBOR)*

[[●] London Business Days prior to each Interest Period End Final Date]

*(Include where the Reference Rate is SONIA)*

[[●] U.S. Government Securities Business Days prior to each Interest Period End Final Date]

*(Include where the Reference Rate is SOFR)*

[[●] T2 Business Days prior to each Interest Period End Final Date]

*(Include where the Reference Rate is €STR)*

[[●] Zurich Banking Days prior to each Interest Period End Final Date]

*(Include where the Reference Rate is SARON)*

[[●] Tokyo Banking Days prior to each Interest Payment Date]

*(Include where the Reference Rate is TONA)*

- (C) Specified Time: *[Include where the Reference Rate is EURIBOR: 11:00 am, Brussels time]/[Include where the Reference Rate is STIBOR: 11:00am, Stockholm time]/[Not applicable]*
- (D) Relevant Screen Page: *[specify]/[The SOFR Screen Page]/[ECB Website]*
- (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate)*
- (Where the Reference Rate is SONIA and the Observation Method is SONIA Index with Observation Shift, include details as to where the SONIA Index is published or displayed and the relevant time for publication.)*
- (E) [Calculation Method] *[Include where the Reference Rate is SONIA: [Compounded Daily]/[Weighted Average]]*
- [Include where the Reference Rate is SOFR: [SOFR Arithmetic Mean]/[SOFR Compound:]]*
- [Include where the Reference Rate is TONA: [TONA Compound: [TONA Compound with Lookback]/[TONA Compound with Observation Period Shift]*
- (F) [Observation Method] *[Include where the Reference Rate is SONIA: [Lag]/[Lock-out]/[Shift]/[SONIA Index with Observation Shift]]*
- [Include where the Reference Rate is SOFR: [SOFR Compound with Lookback]/[SOFR Compound with Observation Period Shift]/[SOFR Index with Observation Shift]]*
- (Include where the Reference Rate is €STR:)*
- [Lag]/[Shift]*
- [Include where the Reference Rate is TONA: [TONA Compound with Lookback]/[TONA Compound with Observation Period Shift]]*
- (G) [Lookback Period] *[[specify] London Business Days]/[U.S. Government Securities Business Days]/[T2 Business Days]/[Zurich Banking Days]/[Tokyo Banking Days]/[As per the Conditions]/[Not applicable]]*
- (Include where the Reference Rate is SONIA, SOFR (where the Calculation Method is SOFR Compound: SOFR Compound with Lookback), €STR or SARON*

*and ensure that any Early Redemption Amounts include amounts in respect of accrued interest.)*

- (H) Reference Banks: [As per Condition 4][specify]
- (I) [Observation Shift Days: [[specify] U.S. Government Securities Business Days]/[As per the Conditions]/[Not applicable]]
- (Include where the Reference Rate is SOFR and the Calculation Method is SOFR Compound: SOFR with Observation Period Shift or SOFR Index with Observation Shift)*
- [[specify] Relevant Business Days]/[As per the Conditions]/[Not applicable]
- [Observation Shift Business Centre(s): [specify]]
- (Include where the Reference Rate is TONA and the Calculation Method is TONA Compound with Observation Period Shift)*
- (J) [SOFR Cut-Off Date: [As per Condition 4(d)(iii)(D)]/[specify] U.S. Government Securities Business Days]/[ Not applicable]]
- (Include where the Reference Rate is SOFR. Must apply where the Calculation Method is SOFR Arithmetic Mean)*
- (K) [SOFR Replacement Alternatives Priority: [As per Condition 4(d)(iii)(D)]/[specify order of priority of SOFR Replacement Alternatives listed in Condition 4(d)(iii)(D)]]
- (L) [Rate Cut-off Time: [specify]/[Not applicable]]
- (Include where the Reference Rate is €STR)*
- (M) [ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions]]
- (Include where the Reference Rate is either SOFR or €STR)*
- (d) ISDA Determination: [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (A) Floating Rate Option: [specify]
- (B) Designated Maturity: [specify]
- (C) Reset Date: [specify]

*[(The fallback provisions applicable to ISDA Determination under the 2006 ISDA Definitions are reliant upon the provision by reference banks of offered quotations for EURIBOR which, depending on market circumstances, may not be available at the relevant time)]*

- (e) FBF Determination: [Applicable/Not applicable]
- [If applicable:*
- [specify relevant terms]]*
- (xix) Linked Interest Certificates [Applicable – see [Index/Share/ETI/Debt/Commodity/Inflation Index/Currency/Fund/Underlying Interest Rate]] Linked Interest Certificates below/Not applicable]
- (xx) Payment of Premium Amount(s): [Applicable/Not applicable]
- (if not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) [Premium Amount(s): *[specify]*
- (b) Linked Premium Amount Certificates: [Applicable - see [Index/Share/ETI/Debt/Commodity/Inflation Index/Currency/Fund] Linked Premium Amount Certificates below/Not applicable]
- Day Count Fraction: [Not applicable]*[specify]*/[unadjusted]
- (c) Variable Premium Amount Certificates: [Applicable – see paragraphs [(xvii)][(c)]/[(d)] above]/[Not applicable]
- Day Count Fraction [Not applicable]*[specify]*/[unadjusted]
- Linear Interpolation: [Not applicable]/[Applicable – the Premium Amount Rate for the [long/short] [first/last] Premium Amount Period shall be calculated using linear interpolation (specify for each short or long Premium Amount Period)]
- (d) Premium Amount Payment Date(s): *[specify]*
- (e) Business Day Convention for Premium Amount Payment Date(s): [Following/Modified Following/Preceding/None/Not applicable]
- (f) Premium Amount Record Date(s): *[specify]*
- (xxi) Record Date(s): *[specify]*[Not applicable]

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- (xxii) Index [Interest/Premium Certificates: Linked Amount] [Applicable – the Certificates are Index Linked Interest Certificates/ Applicable – the Certificates are Index Linked Premium Amount Certificates/ Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Index/Basket Indices/Index Sponsor(s): of [Insert type of Index/Indices (e.g. Total Return, Price Return, etc.) and] specify name of Index/Indices]
- [specify name of Index Sponsor(s)]
- [The [specify] Index is a [Component Security Index]/[Multi-Exchange Index]<sup>33</sup>
- [The [specify] Index is a Custom Index]
- [Asset Class Type: [Equity]/[Commodity] Custom Index]]<sup>34</sup>
- (b) 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.]
- (c) [Interest/Premium Amount] Valuation Time: [specify]
- (d) [Interest/Premium Amount] Valuation Date(s): [specify]
- (e) Index Correction Period [As per Index Linked Condition 4] [specify]
- (f) 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]]
- (g) Observation Period: [specify]
- (h) Specified Maximum Days of Disruption: [specify] [Scheduled Trading Days]]
- (i) Exchange(s) and Index Sponsor(s): (a) The Exchange[s] [is/are] [specify]; and

<sup>33</sup> Specify each Component Security Index and/or Multi-Exchange Index (if any).

<sup>34</sup> Specify each Custom Index (if any).



- (b) The Index Sponsor is *[specify]*. (In the case of a Basket of Indices, repeat in respect of each Index)
- (j) Related Exchange(s): *[specify]*/[All Exchanges]
- (k) Exchange Business Day: [Single Index Basis/All Indices Basis/Per Index Basis]
- (l) Scheduled Trading Day: [Single Index Basis/All Indices Basis/Per Index Basis]  
(*must match election made for Exchange Business Day*)
- (m) Settlement Price: [Official opening level]/[Official closing level]/[level at the Valuation Time]
- (n) Weighting: [The weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is *[specify]*. Each such Weighting shall be subject to adjustment in the case of Index Linked Certificates]/*[specify]*. (*N.B. Only applicable in relation to Securities relating to a Basket of Indices*)]/[Not applicable]
- (o) Redemption on Occurrence of an Index Adjustment Event: [Delayed Redemption on Occurrence of an Index Adjustment Event: [Applicable/Not applicable]  
[if applicable:  
Protected Amount: *[specify]* per cent. of the Notional Amount]  
[Highest Value: [Applicable/Not applicable]]  
[Market Value: [Applicable/Not applicable]]  
[Monetisation Option: [Applicable/Not applicable]]  
[If the Calculation Agent determines an Index Adjustment Event constitutes a force majeure, Index Linked Condition 2(B)(ix) applies]
- (p) Additional provisions applicable to Custom Indices: [Applicable/Not applicable]  
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (A) Screen Page: *[specify]*
- (B) Strike Date: *[specify]*
- (C) Strike Price: *[specify]* [*insert calculation method*]
- (D) [Custom Index Business Day: [(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)]/[*Include the following in the case of Equity Custom Index Securities or Commodity Custom Index Securities: As per Index Linked Condition 8*]]

- (E) [Scheduled Custom Index Business Day: [(All Custom Indices Basis)/(Per Custom Index Basis)/(Single Custom Index Basis)]/[*Include the following in the case of Equity Custom Index Securities or Commodity Custom Index Securities*: As per Index Linked Condition 8]]
- (Must match election made for Custom Index Business Day)
- (F) Valuation Time: [specify]
- (G) Custom Index Correction Period: [As per Index Linked Condition 8]/[specify]
- (In the case of Equity Custom Index Securities or Commodity Custom Index Securities, specify "As per Index Linked Condition 8")
- (H) Custom Index Low Closing Trigger Event: [Applicable/Not applicable]
- [If Custom Index Low Closing Trigger Event is applicable:
- Delayed Redemption on Occurrence of Custom Index Low Closing Trigger Event: [Applicable/Not applicable]
- Low Closing Trigger Percentage: [●] per cent.
- Low Closing Trigger Period: [specify]/[As per Index Linked Condition 6]]
- (I) Outstanding Securities Trigger Event: [Applicable/Not applicable]
- [If Outstanding Securities Trigger Event is applicable:
- Delayed Redemption on Occurrence of Outstanding Securities Trigger Event: [Applicable/Not applicable]
- Outstanding Securities Trigger Level: [specify number of Securities]]
- (J) Redemption on Occurrence of Custom Index Adjustment Event [or Custom Index Market Disruption Event]: [Delayed Redemption on Occurrence of an Index Adjustment Event [or Commodity Custom Index Market Disruption Event]: [Applicable/Not applicable]
- [if applicable:
- Protected Amount: [specify] per cent. of the Notional Amount]
- [Highest Value: [Applicable/Not applicable]]
- [Market Value: [Applicable/Not applicable]]
- [Monetisation Option: [Applicable/Not applicable]]
- [If the Calculation Agent determines a Custom Index Adjustment Event [or Commodity Custom Index Market Disruption Event] constitutes a force majeure, Index

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		Linked Condition	[6(B)(1)(ii)(X)]/[Condition 6(B)(c)(vi)]/[6(B)(b)(vii)] [and 16.2(b)(iii)(E)] applies]
(K)	Specified Maximum Days of Disruption:		<p>[Specified Maximum Days of Disruption will be equal to: <i>[specify]</i>]/[As per Index Linked Condition 6]</p> <p><i>(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty)</i></p>
(xxiii)	Share [Interest/Premium Certificates:	Linked Amount]	<p>[Applicable – the Certificates are Share Linked Interest Certificates/ Applicable – the Certificates are Share Linked Premium Amount Certificates/ Not applicable]</p> <p><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p>
(a)	Share(s)/Share Company/Basket Company/GDR/ADR:		<p><i>[insert type of Share(s) and Share Company/Basket Companies]</i></p> <p><i>[insert ISIN][insert Screen Page][insert Exchange Code]</i></p> <p><i>[insert GDR/ADR]<sup>35</sup></i></p> <p><i>[Stapled Shares applicable]</i>  <i>[Insert details of Stapled Shares and Stapled Share Constituents]<sup>36</sup></i></p>
(b)	Relative Performance:	Basket	[Not applicable/ <i>specify</i> ]
(c)	Averaging:		<p>Averaging [applies/does not apply]. [The Averaging Dates are <i>specify</i>.]</p> <p>[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]</p>
(d)	[Interest/Premium Amount] Valuation Time:		<i>specify</i>
(e)	[Interest/Premium Amount] Valuation Date(s):		<i>specify</i>
(f)	Observation Dates:		<p><i>specify</i></p> <p>[In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]</p>

<sup>35</sup> In the case of Share Linked Interest Certificates relating to a GDR/ADR, complete Share Linked Interest Certificates Final Terms as applicable for GDR/ADR references asset(s).

<sup>36</sup> Specify each Stapled Share Constituent comprising the Stapled Shares. In the case of Share Linked Securities relating to Stapled Shares, complete Share Linked Securities Final Terms as applicable for Stapled Shares reference asset(s).

[Observation Day Disruption Consequences are not applicable]]

(g) Observation Period: [specify]

(h) Specified Maximum Days of Disruption: [specify] [Scheduled Trading Days]]

(i) Exchange(s): [specify]

(j) Related Exchange(s): [specify]/[All Exchanges]

(k) Exchange Business Day: [Single Share Basis/All Shares Basis/Per Share Basis]

(l) Scheduled Trading Day: [Single Share Basis/All Shares Basis/Per Share Basis]

*(must match election made for Exchange Business Day)*

(m) Settlement Price: [Official closing price]/[Italian Securities Reference Price]/[price at the Valuation Time]

(n) Weighting: [The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [specify]. Each such Weighting shall be subject to adjustment in the case of Share Linked Certificates/[specify]. (N.B. Only applicable in relation to Securities relating to a Basket of Shares)]

(o) Redemption on Occurrence of an Extraordinary Event: [Delayed Redemption on Occurrence of an Extraordinary Event: [Applicable/Not applicable]]

[if applicable:

[Protected Amount: [[specify] per cent. of the Notional Amount]]

[Highest Value: [Applicable/Not applicable]]

[Market Value: [Applicable/Not applicable]]

[Monetisation Option: [Applicable/Not applicable]]

[If the Calculation Agent determines that an Extraordinary Event constitutes a force majeure, Share Linked Condition [2(b)(B)(ii)(3)] or [2(b)(B)(x)] applies]

*[Insert in the case of Dual Currency Certificates: Not applicable]*

(xxiv) Debt Linked [Interest/Premium Amount] Certificates: [Applicable – the Certificates are Debt Linked Interest Certificates/ Applicable – the Certificates are Debt Linked Premium Amount Certificates/Not applicable]

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

(a) Debt Security: [specify]

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- (b) 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.]
- (c) [Interest/Premium Amount] Valuation Time: *[specify]*
- (d) [Interest/Premium Amount] Valuation Date: *[specify]*
- (e) Observation Dates: *[specify]*  
[In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]
- (f) Observation Period: *[specify]*
- (g) Settlement Price: *[specify]*/[Not applicable]
- (h) Specified Maximum Days of Disruption: *[[specify] Scheduled Trading Days]*
- (i) Exchange Business Day Centre(s): *[specify]*
- (j) Nominal Amount: [The relevant nominal amount is [●] and the Relevant Screen Page is [●].][Not applicable]
- (k) Reference Price: [The Reference Price[s] for *[specify relevant Debt Securities]* is/are the [bid price]/[mid price]/[offer price]/[bid yield]/[mid yield]/[offer yield].] [Not applicable]
- (l) Delayed Redemption on Occurrence of Debt Security Redemption Event: [Applicable/Not applicable]  
*[if applicable:*  
Protected Amount: *[[specify] per cent. of the Notional Amount]]*
- (m) Debt Security Correction Period: [As per the Conditions]/[ ]/[Not applicable]
- (n) Debt Security Issuer: [ ]/[Not applicable]
- (o) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Debt Securities to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment.]

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- (xxv) Commodity Linked [Applicable/Not applicable]  
[Interest/Premium Amount]  
Certificates:
- (a) Commodity/ [specify Commodity/Commodities/Commodity  
Commodities/ Index/Commodity Indices]  
Commodity  
Index/Commodity [The Sponsor[s] of the Commodity Index/Indices is [●]]  
Indices: *[Insert in the case of Commodities that are EU  
Allowances: The [Commodity]/[specify Commodities] [is  
an]/[are] EU Allowance[s]*  
Relevant Registry: *[specify]*
- (b) [Interest/Premium [specify]  
Amount] Pricing  
Date(s):
- (c) Initial [specify]  
[Interest/Premium  
Amount] Pricing Date:
- (d) Final [Interest/Premium [specify]  
Amount] Pricing Date:
- (e) Commodity Reference [specify]  
Price:  
The Price Source is/are [●]<sup>37</sup>
- (f) Delivery Date: [specify]/[Not applicable]
- (g) Nearby Month: [specify]/[Not applicable]
- (h) Specified Price: [specify]/[Not applicable]
- (i) Exchange: [specify]/[Not applicable]
- (j) Disruption Fallback(s): [As defined in Commodity Linked Condition 5]/[specify]
- (k) [Interest/Premium [specify]  
Amount]Valuation  
Time:

<sup>37</sup>

Delete if using automated Commodity Reference Prices.

- (l) Specified Maximum Days of Disruption: [As defined in Commodity Linked Condition 5]/[specify]<sup>38</sup>
- (m) Weighting: The Weighting to be applied to each item comprising the Commodity Basket is [specify]
- (n) Redemption following Market Disruption Event or Commodity Index Adjustment Event: [Commodity Linked Condition [2.1(iii)/3.2(a)(i)] applies]/[Highest Value]/[Market Value]/[Monetisation Option]  
*[If Highest Value or Monetisation Option are applicable: Protected Amount: [specify] per cent. of the Notional Amount]*  
*[If the Calculation Agent determines a Market Disruption Event or Commodity Index Adjustment Event constitutes a force majeure, Commodity Linked Condition 2.1(vii) or 3.2(a)(v), respectively, applies]*
- (xxvi) ETI Linked [Interest/Premium Amount] Certificates: [Applicable – the Certificates are ETI Linked Interest Certificates/ Applicable – the Certificates are ETI Linked Premium Amount Certificates/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) ETI/ETI Basket: [specify]  
 [SC/FM ETI Events: Applicable]
- (b) ETI Interest(s): *[Insert type of ETI Interest(s)]*
- (c) Averaging: Averaging [applies/does not apply]. [The Averaging Dates are [specify].]
- (d) Exchange(s): [specify]/[Not applicable]
- (e) Related Exchange: [specify]/[All Exchanges]/[Not applicable]
- (f) Exchange Business Day: [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
- (g) Scheduled Trading Day: [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
- (h) ETI Related Party: [As per ETI Linked Condition 1]/[specify]
- (i) Calculation Date(s): [As per ETI Linked Condition 1]/[specify]
- (j) Initial Calculation Date: [specify]/[Not applicable]
- (k) Final Calculation Date: [specify]/[Not applicable]
- (l) Hedging Date: [specify]

<sup>38</sup>

Only applicable in respect of Commodity Linked Certificates linked to a single Commodity.

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- (m) Investment/AUM Level: [As per ETI Linked Condition 1][*specify*]
- (n) Value per ETI Interest [As per ETI Linked Condition 1]/[*specify*]  
Trading Price Barrier:
- (o) Number of Value [[*specify*] calendar days] [[*specify*] Value Business Days]  
Publication Days:  
[Value Business Day Centre(s): [*specify*]]  
  
*(N.B. Only applicable if Number of Value Publication Days is calculated by reference to Value Business Days)*
- (p) Value Trigger [As per ETI Linked Condition 1]/[*specify*]  
Percentage:
- (q) Value Trigger Period: [As per ETI Linked Condition 1]/[*specify*]
- (r) Basket Trigger Level: [As per ETI Linked Condition 1]/[*specify*]
- (s) Settlement [Official closing price]/[Value per ETI Interest]  
Price/Closing Price:
- (t) Valuation Time: [*specify*]
- (u) Specified Maximum [As per ETI Linked Condition 1]/[*specify*]  
Days of Disruption:
- (v) [Interest/ Premium [*specify*]  
Amount] Valuation  
Time:
- (w) [Interest/ Premium [*specify*]  
Amount] Valuation  
Date:
- (x) Maximum Stock Loan [The Maximum Stock Loan Rate in respect of [*specify in*  
Rate: *relation to each relevant ETI Interest*] is [*specify*].]
- (y) ETI Interest Correction [As per ETI Linked Condition 1]/[*specify*]  
Period:
- (z) Termination Date: [*specify*]
- (aa) Weighting: The Weighting to be applied to each ETI Interest  
comprising the ETI Basket is [*specify*]
- (bb) ETI Documents: [As per ETI Linked Condition 1][*specify*]
- (cc) Delayed Redemption on [Applicable/Not applicable]  
Occurrence of an  
Extraordinary ETI [*if applicable*:  
Event:  
Protected Amount: [[*specify*] per cent. of the Notional  
Amount]]



- (xxvii) Inflation Linked [Interest/Premium Amount] Certificates: [Applicable – the Certificates are Inflation Linked Interest Certificates/ Applicable – the Certificates are Inflation Linked Premium Amount Certificates//Not applicable]
- (If more than one Inflation Rate is to be determined, repeat items (i) to (ix) below for each such Inflation Rate and, if FI Digital Coupon is applicable, distinguish between the Inflation Rate which is FI Rate A and the Inflation Rate which is FI Rate B)*
- (a) Inflation Index/Sponsor: [specify name of inflation index/indices]  
[specify name of inflation index sponsor(s)]
- (b) Formula: [specify]
- (c) Related Bond: [Applicable/Not applicable] [if applicable, specify]
- (d) Issuer of Related Bond: [Applicable/Not applicable]
- (e) Fallback Bond: [Applicable/Not applicable]
- (f) Related Bond Redemption Event: [Applicable/Not applicable] [if applicable, specify]
- (g) Substitute Inflation Index Level: [As determined in accordance with Inflation Linked Condition 1] [specify]
- (h) Cut-off Date: In respect of a [Valuation Date], the day that is [specify] Business Days prior to such [Valuation Date].
- (i) [Interest/Premium Amount] Valuation Date: [specify]
- (j) Reference Month: [specify]
- (k) Initial Fixing Date: [specify][Not applicable]
- (l) Inflation Index Level Adjustment: [Applicable/Not applicable]
- (m) Currency Adjustment: [Applicable/Not applicable]
- (n) Index Cancellation: [Inflation Linked Condition 3(vii)(b) applies]/[Highest Value]/[Market Value]/[Monetisation Option]
- [If Highest Value or Monetisation Option are applicable:  
Protected Amount: [specify] per cent. of the Notional Value]*
- [If the Calculation Agent determines an Index Cancellation constitutes a force majeure, Inflation Linked Condition 3(vii)(f) applies]*

(xxviii) Currency [Interest/Premium Certificates:	Linked Amount]	[Applicable – the Certificates are Currency Linked Interest Certificates/ Applicable – the Certificates are Currency Linked Premium Amount Certificates/ Not applicable]
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*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

*(If the Certificates are Dual Currency Certificates where the Settlement Currency of the Interest Amount is dependent on whether the Dual Currency Condition has been satisfied, specify "Applicable" and complete relevant prompts below.)*

- |   |  |
|---|--|
| (a) The relevant base<br>currency (the " <b>Base<br/>Currency</b> ") is:  | [specify]  |
| (b) The relevant subject<br>[currency/currencies]<br>([the]/[each a] " <b>Subject<br/>Currency</b> ") [is/are]: | [specify]  |
| (c) Weighting:  | [Not applicable/The weighting to be applied to each item<br>comprising the Basket of Currencies to ascertain the<br>Settlement Price is [specify]] |
| (d) Price Source:   | [specify]/[Insert in the case of Dual Currency Certificates:<br>Not applicable]  |
| (e) Specified Maximum<br>Days of Disruption:  | [specify]/[five] Scheduled Trading Days  |
| (f) Settlement Price:   | [specify]/[Not applicable]   |
| (g) Relevant Screen Page:   | [specify]  |
| (h) Valuation Time:   | [specify]  |
| (i) Redemption on<br>Occurrence of a<br>Disruption Event:   | [[Disruption Event Postponement: Not applicable ]<br>[Delayed Redemption on Occurrence of a Disruption<br>Event: [Applicable/Not applicable]]      |

*[if applicable:*

Protected Amount: [[specify] per cent. of the Notional  
Amount]]

[Highest Value: [Applicable/Not applicable]

[Market Value: [Applicable/Not applicable]

[Monetisation Option: Applicable/Not applicable]

*[If Highest Value or Monetisation Option are applicable:  
Protected Amount: [specify] per cent. of the Notional  
Amount]*

[If the Calculation Agent determines that a Disruption Event constitutes a force majeure, Currency Linked Condition 3(c)(vi) applies]

*[Insert in the case of Dual Currency Certificates: Not applicable]*

(j) [Dual Currency Certificates: [Applicable/Not applicable]

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

[Dual Currency Condition [1]/[2]: [Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]]

[Dual Currency Determination Date(s): *[specify]*/[each Valuation Date]]

[Strike Rate: [*[specify set exchange rate]*], expressed as the number of units (or part units) of the Subject Currency for which one unit of the Base Currency can be exchanged]

[DCC Illiquidity Disruption: Not applicable]]

(xxix) Fund [Interest/Premium Certificates: Linked Amount] [Applicable – the Certificates are Fund Linked Interest Certificates/ Applicable – the Certificates are Fund Linked Premium Amount Certificates/ Not applicable]

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

(a) Fund/Fund Basket/Fund Index/Fund Indices: [*specify Fund/Fund Basket/Fund Index/Fund Indices*]

[The Fund Index Sponsor[s] of the Fund [Index/Indices] [is/are] [●]]

[Fund Index Currency: *[specify]*]

[The *[specify]* Fund is a Mutual Fund]

The *[specify]* Fund is a Hedge Fund]

[The *[specify]* Fund is a Private Equity Fund]

[The *[specify]* Fund is a Pool Investment Vehicle]

[SC/FM Fund Events: Applicable]

(b) Fund Share(s): [*specify*]

(c) Fund Documents: [As per Fund Linked Condition 1][*specify*]

(d) Fund Business Day: [All Fund share Basis] [Per Fund share Basis][Single Fund share Basis]

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- (e) Maximum Days of Disruption: [As per Fund Linked Condition 1]/[specify]
- (f) Fund Service Provider: [As per Fund Linked Condition 1]/[specify]
- (g) [Interest/Premium Amount] Valuation Date: [specify]
- (h) Calculation Date(s): [As per Fund Linked Condition 1]/[specify]
- (i) Initial Calculation Date: [As per Fund Linked Condition 1]/[specify]
- (j) Final Calculation Date: [specify]
- (k) Hedging Date: [specify]
- (l) AUM Level: [As per Fund Linked Condition 1]/[specify]
- (m) NAV Trigger Percentage: [As per Fund Linked Condition 1]/[specify]
- (n) NAV Trigger Period: [specify]
- (o) Volatility Trigger Event: [Applicable/Not applicable]  
*[If Volatility Trigger Event is applicable:*  
 Volatility Trigger Percentage: [specify]  
 Volatility Trigger Period: [As per Fund Linked Condition 1]/[specify]
- (p) Number of NAV Publication Days: [As per Fund Linked Condition 1]/[specify]
- (q) Basket Trigger Level: [As per Fund Linked Condition 1]/[specify]
- (r) Termination Amounts: [As per Fund Linked Condition 1]/[specify]/[Market Value]/[Highest Value]/[Monetisation Option]  
 [Fund Event Force Majeure: Applicable]
- (s) Termination Date: [specify]
- (t) Weighting: [Not applicable/[specify]]. Each such Weighting shall be subject to adjustment in accordance with Fund Linked Condition 4]
- (u) [Protected Amount: *[If Highest Value, Monetisation Option or Delayed Redemption on Occurrence of an Extraordinary Fund Event are applicable: [specify] per cent. of the Notional Amount]*
- (v) Redemption on Occurrence of an Extraordinary Fund Event: [Applicable/Not applicable]  
*[if applicable:*

[Delayed Redemption on Occurrence of a Fund Index Adjustment Event: [Applicable/Not applicable]]

[if applicable:

Early Redemption Amount: [Applicable/Not applicable]]

[Highest Value: [Applicable/Not applicable]]

[Market Value: [Applicable/Not applicable]]

[Monetisation Option: [Applicable/Not applicable]]

[If Highest Value or Monetisation Option are applicable: Protected Amount: [specify] per cent. of the Notional Amount]

[If the Calculation Agent determines a Fund Index Adjustment Event constitutes a force majeure, Fund Linked Condition 6(iv)(G) applies]

(w) Delayed Payment Cut-off Date: [As per Fund Linked Condition 1]/[specify]

(xxx) Underlying Interest Rate Linked Interest Certificates: [Applicable – the Certificates are Underlying Interest Rate Linked Interest Certificates/ Not applicable]

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

*(if applicable, identify each Underlying Interest Rate<sub>(i)</sub> which is a Multiple Underlying Component Rate)*

(a) Underlying Interest Determination Date(s): [specify]

*(If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate<sub>1</sub>:")*

(b) Manner in which the Underlying Interest Rate is to be determined: [Screen Rate Determination – [IBOR]/[SONIA]/[SOFR]/[€STR]/[SARON]/[TONA]]/[ISDA Determination]

(c) Screen Rate Determination: [Applicable/Not applicable]

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

Underlying Reference Rate: [specify] *(Specify EURIBOR, SONIA, SOFR, €STR, SARON, TONA or other)*

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Specified Time: *[Include where the Underlying Reference Rate is EURIBOR: 11:00 am, Brussels time]/[specify]/[Not applicable]*

Relevant Screen Page: *[specify]/[The SOFR Screen Page]/[ECB Website]*  
*(Where the Underlying Reference Rate is SONIA and the Observation Method is SONIA Index with Observation Shift, include details as to where the SONIA Index is published or displayed and the relevant time for publication.)*

[Calculation Method: *[Include where the Underlying Reference Rate is SONIA: [Compounded Daily]/[Weighted Average]*  
*[Include where the Underlying Reference Rate is SOFR: [SOFR Arithmetic Mean]/[SOFR Compound]]]*

[Observation Method: *[Include where the Underlying Reference Rate is SONIA: [Lag]/[Lock-out]/[Shift]/[SONIA Index with Observation Shift]*  
*[Include where the Underlying Reference Rate is SOFR: [SOFR Compound with Lookback]/[SOFR Compound with Observation Period Shift]/[SOFR Index with Observation Shift]*  
*[Include where the Underlying Reference Rate is €STR: [Lag]/[Shift]*  
*[Include where the Underlying Reference Rate is TONA: [TONA Compound with Lookback]/[TONA Compound with Observation Period Shift]*

[Lookback Period: *[[specify] [London Business Days]/[U.S. Government Securities Business Days]/[T2 Business Days]/[Zurich Banking Days]/[Tokyo Banking Days]]/[As per the Conditions]/[Not applicable]*  
*(Include where the Underlying Reference Rate is SONIA (where the Observation Method is Lag or Shift), SOFR (where the Calculation Method is SOFR Compound and the Observation Method is SOFR Compound with Lookback), €STR, SARON or TONA (where the Observation Method is TONA Compound with Lookback).)*

[Observation Days: Shift *[[specify] U.S. Government Securities Business Days]/[As per the Conditions]/[Not applicable]*  
*(Include where the Underlying Reference Rate is SOFR, the Calculation Method is SOFR Compound and the Observation Method is SOFR with Observation Period Shift or SOFR Index with Observation Shift)*  
*[[specify] Relevant Business Days]/[As per the Conditions]/[Not applicable]*

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[Observation Shift Business Centre(s): *[specify]*]

*(Include where the Underlying Reference Rate is TONA and the Observation Method is TONA Compound with Observation Period Shift)*

[SOFR Cut-Off Date: [As per Underlying Interest Linked Condition 3(c)]/*[specify]* U.S. Government Securities Business Days]/[Not applicable]]

*(Include where the Underlying Reference Rate is SOFR. Must apply where the Calculation Method is SOFR Arithmetic Mean)*

[SOFR Replacement Alternatives Priority: [As per Underlying Interest Linked Condition 3(c)(iv)]/*[specify order of priority of SOFR Replacement Alternatives listed in Underlying Interest Rate Linked Condition 3(c)(iv)]*]

[Rate Cut-off Time: *[specify]*]/[As per Condition 4(d)(iii)(E)]/[Not applicable]]  
*(Include where the Underlying Reference Rate is €STR)*

[ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions]]  
*(Include where the Underlying Reference Rate is either SOFR or €STR)*

Underlying Interest Period: [Underlying Interest Period Start Date: *[specify]*]  
Underlying Interest Period End Date: *[specify]*]/  
*[Include where the Underlying Reference Rate is SONIA and Lag is specified as the Observation Method: [specify]]]*

(d) ISDA Determination: [Applicable/Not applicable]  
*(If not applicable, delete the remain sub-paragraphs of this paragraph)*

Floating Rate Option: *[specify]*

Designated Maturity: *[specify]*

Reset Date: *[specify]*

(e) Underlying Margin(s): [+/-][●] per cent. per annum

(f) Minimum Underlying Reference Rate: [●] per cent. per annum

(g) Maximum Underlying Reference Rate: [●] per cent. per annum

*(If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate<sub>2</sub>:" and repeat items (b) to (g).*

*Repeat for each Underlying Interest Rate.)*

**45. Other provisions relating to Certificates:** [Applicable]/[Not applicable]

(i) [Additional Business Centre(s)] (Condition 4(b)): *[specify]*

(ii) Financial Centre(s) (Condition 6(a)(ii)): *[specify]*

(iii) Rounding: [As per Condition 4(l)] *[specify]*

(iv) [Instalment Certificates:] The Certificates [are/are not] Instalment Certificates.

[The Instalment Certificates are [Instalment Certificates (with NA Adjustment)]/[Instalment Certificates (with Original NA)]]/[RCA Instalment Certificates]

(a) Instalment Amount(s) *[specify]*

[[NA x Instalment Percentage

Instalment Percentage: [●] per cent] *(specify Instalment Percentage in respect of each Instalment Date, if different.)*

(b) Instalment Date(s): *[specify]*

(v) [Automatic Early Redemption<sup>39</sup>:] [Applicable/Not applicable]

(a) Automatic Early Redemption Event: [Target Automatic Early Redemption] [FI Underlying Automatic Early Redemption] [FI Coupon Automatic Early Redemption] [Standard Automatic Early Redemption: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"] [- Automatic Early Redemption Event 1]: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"] [Standard Automatic Early Redemption – Automatic Early Redemption Event 2 Applicable: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"] [SPS Target Automatic Early Redemption Event] [Dropback AER: ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]AER Dropback Trigger Value: [AER Dropback Value]/[Lowest ER Dropback Value]/[Dropback AER Trigger Event]]

[Automatic Early Redemption Event 1 [and]/[or] Automatic Early Redemption Event 2]

<sup>39</sup>

Only applicable in relation to Index Linked Certificates, Share Linked Certificates, ETI Linked Certificates, Commodity Linked Certificates, Debt Linked Certificates and Currency Linked Certificates and, in the case of FI Underlying Automatic Early Redemption, Currency Linked Certificates and Underlying Interest Rate Linked Certificates.



[insert related provisions from Payout Condition 1]

[AER Knock-out Event]: [Knock-out Event]

[Knock-in Event]

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

[Not applicable]

(b) Automatic Early Redemption Payout:

[SPS Automatic Early Redemption Payout:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

[SPS Target Automatic Early Redemption Payout:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 1]*

[Target Automatic Early Redemption:

Target Cumulative Coupon: [Applicable]/[Not Applicable]

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*

[FI Underlying Automatic Early Redemption:

Accrual to Automatic Early Redemption: [Applicable/Not applicable]

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*

[FI Coupon Automatic Early Redemption:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*

[Dropback Automatic Early Redemption Payout:

*[Replicate formula, relevant value(s) and related provisions from Payout Condition 2]*

[Maximum Automatic Early Redemption Payout: [●]]

[Minimum Automatic Early Redemption Payout: [●]]

Accrual to Automatic Early Redemption: [Applicable/Not applicable]

(c) Automatic Early Redemption Date(s): *[specify]*

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- (d) Observation Price *[specify]*  
Source:
- (e) Underlying Reference *[Official level]/[Official close]/[last price]/[bid price]/[asked price]/[Standard Underlying Reference Level]/[Multiple Underlying Reference Rate Value]*<sup>40</sup>  
Level [1]:  
  
SPS AER Valuation: *[Applicable/Not applicable]*  
  
*[If applicable replicate formula, relevant value(s) and related provisions from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10]*
- (f) *[Underlying Reference Level 2: [Standard Price][Last Price/[Not applicable]]]*
- (g) *[SPS AER Valuation: [Not applicable]/[Applicable]:  
  
[SPS AER Value [1]:  
  
[insert relevant value(s) and related provisions from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10]  
  
[SPS AER Value 2:  
  
[insert relevant value(s) and related provisions from Payout Conditions]]]*
- (h) *[(i)] Automatic Early Redemption Level [1]: [specify]*  
  
*[(ii) Automatic Early Redemption Level 2: [specify]]]*
- (i) Automatic Early Redemption Percentage: *[[specify] per cent.]/[Not applicable]*  
  
*[AER Rate: [●] per cent.]*
- (j) AER Exit Rate: *[Not applicable]*  
  
*[AER Rate]*  
  
*[Replicate formula, relevant value(s) and related provisions from Payout Conditions]*  
  
*[AER Athena up Rate]*  
  
*[Replicate formula, relevant value(s) and related provisions from Payout Conditions]*  
  
*[AER CSN Rate]*  
  
*[Replicate formula, relevant value(s) and related provisions from Payout Conditions]*

<sup>40</sup>

Only applicable if FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms and Multiple Underlying Interest Rate is specified as applicable.

- (k) Automatic Early Redemption Valuation Date(s)/Period(s): [specify] [AER Knock-out Date]  
[AER 1 Redemption Valuation [Date(s)/Period(s)]  
[specify]  
[AER 2 Redemption Valuation [Date(s)/Period(s)]  
[specify]  
*[For Fixed Income payouts, consider whether this is the interest determination date (i.e. 2 business days prior to the Automatic Early Redemption Date)]*
- (l) Automatic Early Redemption Valuation Time: [specify]
- (m) [AER Event 1 Underlying[s]: [See item [●] below]/[Not applicable]]
- (n) [AER Event 2 Underlying[s]: [See item [●] below]/[Not applicable]]
- (o) [AER Event 1 Basket: [Applicable]/[Not applicable]]
- (p) [AER Event 2 Basket: [Applicable]/[Not applicable]]
- (q) Target Automatic Early Redemption Percentage: [[●] per cent]/[Not applicable]
- (vi) Strike Date: [specify]/[Not applicable]  
[Currency Convention: [As per Currency Linked Condition 1]/[Preceding Currency Convention]/[Modified Following Currency Convention]]
- (vii) Strike Day: [specify]
- (viii) Strike Period: [specify]
- (ix) Strike Price: [specify] / [see item [specify] above] / [Not applicable]
- (x) Redemption Valuation Date: [specify] *(N.B. Where Automatic Exercise applies the Certificates are Share Linked Securities and the Shares are traded on the Italian regulated market organised and managed by Borsa Italiana insert "the [Scheduled Trading Day] immediately preceding the Exercise Date")*/[Not applicable]<sup>41</sup>  
[Currency Convention: [As per Currency Linked Condition 1]/[Preceding Currency Convention]/[Modified Following Currency Convention]]
- (xi) Averaging: [Averaging [applies/does not apply] to the Certificates. [The Averaging Dates are [specify]/[Not applicable].] *(Not applicable to Inflation Linked Certificates)*

<sup>41</sup> Specify as "Not applicable" if the Securities are Put/Call Open End Certificates.

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

[Currency Convention: [As per Currency Linked Condition 1]/[Preceding Currency Convention]/[Modified Following Currency Convention]]

(xii) Observation Dates: [specify]/[Not applicable]

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

[Currency Convention: [As per Currency Linked Condition 1]/[Preceding Currency Convention]/[Modified Following Currency Convention]]

(xiii) Observation Period: [specify]/[Not applicable] *(Not applicable to Inflation Linked Securities)*

(xiv) Settlement Business Day: "**Settlement Business Day**" for the purposes of Condition 6 means [specify]. *(N.B. Only applicable in the case of Physical Delivery Securities)*

(xv) Cut-off Date: [specify]/[Not applicable] *(N.B. Only applicable in the case of Physical Delivery Securities)*

(xvi) Interest Rate(i-1): [[specify] per cent. per annum / Not applicable]

**46. Notional Value Repack Securities** [Applicable] [Not applicable]

(i) Reference Securities [There are no Reference Securities] *(Only specify if Charged Asset Structure 4 is specified in Part B and delete remainder of this paragraph)*

[The "Reference Securities" in respect of the series are: [specify/include name of securities] [issued by [●]] (the "**RCA Issuer**") with the following details: [Complete to the extent applicable or delete]

[Each of the securities specified below (each a "**Reference Security**") with the following details:] *(Complete to the extent applicable or delete)*

[RCA Issuer: [●]]

[RCA Nominal Amount: [●]] *(Where Securities are being issued which are fungible with existing Securities, specify aggregate RCA Nominal Amount and applicable RCA Nominal Amount for the relevant tranches)*

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[RCA Guarantor [●]]

[RCA Currency: [●]]

[RCA Interest Rate: [●]]

[RCA Interest Payment Dates: [●]]

[RCA Redemption Date: [●]]

[RCA ISIN: [●]]

[Partial Nominal Value Collateralisation is applicable]  
[Collateralisation Level is equal to *[specify]*][The Repo  
Collateral Securities]

[Partial Nominal Value Collateralisation is applicable][  
Collateralisation Level is equal to *[specify]*]

- (ii) Initial Posting Date: [Issue Date]/[specify] [Settlement Grace Period is applicable where the Reference Securities Grace Period is *[specify]* Business Days]
- (iii) Related Agreement[s]: [Applicable/Not applicable] *[Delete remaining sub-paragraphs if not applicable]*
  - (a) Swap Agreement: [Applicable/Not applicable] *[Delete remaining sub-paragraphs if not applicable]*
  - (b) Swap Counterparty: [BNP Paribas/[BNP Paribas Financial Markets S.N.C.][See paragraph 11(vi) of Part B for details of the Swap Counterparty]<sup>42</sup>
  - (c) Credit Support Document: [As set out in Collateral Linked Condition 1]/[specify]/[Not applicable]
  - (d) Repurchase Agreement: [Applicable/Not applicable]
    - Repo Counterparty: [BNP Paribas] / [BNP Paribas Financial Markets S.N.C.]
    - Repo Collateral Securities *[Specify]*
  - (e) Collateral Exchange Agreement [Applicable/Not applicable]
    - Collateral Exchange Counterparty: BNP Paribas] / [BNP Paribas Financial Markets S.N.C.][See paragraph 11(vi) of Part B for details of the Collateral Exchange Counterparty]<sup>43</sup>

<sup>42</sup> Insert reference to paragraph 11(vi) of Part B where relevant counterparty constitutes an obligor for the purposes of item 2.2.11(b) of Annex 19 of Commission Delegated Regulation (EU) 2019/980

<sup>43</sup> Insert reference to paragraph 11(vi) of Part B where relevant counterparty constitutes an obligor for the purposes of item 2.2.11(b) of Annex 19 of Commission Delegated Regulation (EU) 2019/980

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- Replacement Collateral Assets: *[Specify]*
  - Over Collateralisation Level: *[Specify]*
  - Type of Collateral Exchange Agreement: *[Collateral Exchange Agreement - [Two Way Transfer]/[One Way Transfer Securities Lending][Triparty Transfer: the Triparty Services Agent is: *[specify]*]*
- (iv) Early Redemption Events: [The following Early Redemption Event[s] will apply to the Securities:
- [Adjusted Asset Redemption Event;]
  - [Annex Early Redemption Event;]
  - [Asset Payment Default Event;]
  - [Asset Default Event;]
  - [Asset Redemption Event;]
  - [Asset Payment Shortfall Event;]
  - [CDS Credit Event;]
  - [MTM Trigger Redemption Event;]
  - [RCA Change in Law Event;]
  - [RCA Call Event;]
  - [RCA Interest Deferral or Reduction Event;]
  - [RCA Makewhole Event;]
  - [RCA Payment Default Event;]
  - [RCA Principal Deferral or Reduction Event;]
  - [RCA Regulatory Event;]
  - [RCA Repudiation/Moratorium Event;]
  - [RCA Restructuring Event;]
  - [RCA Tax Event;]
  - [RCA Issuer Bankruptcy Event;]
  - [RCA Issuer/Parent Bankruptcy Event;]
  - [RCA Issuer/Parent Payment Default Event;]

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[RCA Issuer/Parent Restructuring Event;]

[RCA Issuer/Parent Governmental Intervention Event;]

[RCA Issuer/Parent Obligation Acceleration Event;]

[RCA Issuer/Parent Repudiation/Moratorium Event;]

[RCA Issuer Bond Failure to Pay Event]

[RCA Issuer Restructuring Event]

[Related Agreement Termination Event;]

[RCA Non-Call Event]

[Standard Early Redemption Event;]

[Obligor Early Redemption Event;] [and]

[Other Early Redemption Event;]

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

[Standard Early Redemption][Par Early Redemption][Makewhole Early Redemption][Accrual Par Early Redemption] will apply [in respect of a RCA Makewhole Event] [and] [in respect of a RCA Call Event]. [Specify as applicable]. [RCA Early Call Event – Partial Redemption is applicable [in respect of a RCA Makewhole Event] [and] [in respect of a RCA Call Event]] [Specify as applicable]]. [Alternative Interest Rate is equal to [●].] [Delete if RCA Early Call Event does not apply]

[In respect of the RCA Issuer/Parent Governmental Intervention Event, the CoCo Supplement will apply.][Trigger Percentage: [●]][As specified in Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities)][Delete if RCA Issuer/Parent Governmental Intervention Event does not apply or if not applicable]

[Financial Entity Terms are applicable](delete if not applicable)

(Only include prompts below if NTCE Provisions amendments are to be disapplied)

[[NTCE Provisions: Not applicable]

[Fallback Discounting: Not applicable]

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[Credit Deterioration Requirement: Not applicable]] [Subordinated European Insurance Terms are applicable] *(delete if not applicable)*

[Suspension of Payments is [applicable][not applicable]] *(delete if not applicable or Standard Early Redemption Event is applicable and Suspension of Payments is applicable)* [The Suspension Period is [●]]. *(Delete unless Suspension Period is different from as set out in the Conditions)*

[Adjusted Events is applicable.] *(delete if not applicable)*

[Adjusted Asset Redemption Event:

[RCA Call Date: [specify] *(delete if not applicable)*

[RCA Maturity Call is applicable [and Par Redemption is applicable where the Par Redemption Period is [●]] *(delete if Par Redemption is not applicable)*]] *(delete if RCA Maturity Call is not applicable)*

*(Delete if Adjusted Asset Redemption Event is not applicable)*

[RCA Payment Default Event: No Grace Period is applicable] *(Delete if RCA Payment Default Event is not applicable or a grace period is to apply)*

[Scheduled Redemption Date: [specify]] *(Insert where Obligor Early Redemption Event is applicable or one of the Early Redemption Events included in the definition of Obligor Early Redemption Event is applicable. Delete if not applicable)*

(v) Event Trigger Date: [As set out in Collateral Linked Condition 1] [specify]

(vi) Early Redemption Date: [As set in Collateral Linked Condition 1] [specify]

(vii) RCA Reference Entity: [RCA Issuer;]

[RCA Parent;] [and]

[RCA Guarantor;]

(viii) Terms relating to Settlement: Collateral Physical Settlement is [not] applicable [in respect of [●]] *(Specify if Collateral Physical Settlement is only applicable to certain Early Redemption Events)*. [Collateral Sale is applicable in respect of [a RCA Call Event][a RCA Makewhole Event][and][an Adjusted Asset Redemption Event][The Delivery Date is [●]] *(Specify if other than the Early Redemption Date)* [NB. Also complete paragraphs 13 and 14 above where the Securities are



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*Physical Delivery Securities and physical delivery applies on the Redemption Date.]*

(ix) RCA Merger Event(s): [Collateral Linked Condition 3.9 is applicable][Not applicable]

*[Delete remainder of paragraph if not applicable]*

[Merger Type: [RCA Reference Entity/Holder Merger]

[RCA Reference Entity/Issuer/Guarantor Merger]

(x) Reference Obligation(s): [Applicable]/[Not applicable]

*(Delete remainder of paragraph if not applicable)*

(A) Non Standard Reference Obligation: [Applicable/Not applicable]

*(Delete this section if not applicable)*

- Primary Obligor: [●]

- Guarantor: [●]

- Maturity: [●]

- Coupon: [●]

- CUSIP/ISIN: [●]

- Seniority Level: [Senior Level][Subordinated Level] [●] [Not applicable]

- Original Issue Amount [●]

Paragraph (a) of "Original Non-Standard Reference Obligation" applies.] *[Delete if not applicable or if Reference Obligation above is an obligation of the RCA Reference Entity]*

(B) Standard Reference Obligations:

[Applicable, being as at the Trade Date, the obligation specified below/Not applicable/[●]

*(Delete this section if not applicable)*

*[[with respect to [●]: (Delete if single RCA Reference Entity, specify in respect of each entity if multiple RCA Reference Entities)]:*

*[Standard Reference Obligation as of the date of Final Terms:] (Include if SRO is set out in Final Terms for information)*

- Primary Obligor: ☐
- Guarantor: ☐
- Maturity: ☐
- Coupon: ☐
- CUSIP/ISIN: ☐
- Original Issue Amount ☐

(C) Default Requirement: *[Specify]*/[As per Transaction Type]/[Not applicable]

(D) Payment Requirement: *[Specify]*/[As per Transaction Type]/[Not applicable]

(E) Transaction Type: *[Specify]*/[Not applicable]

[Standard North American Corporate][Standard European Corporate][Standard European Financial Corporate][Standard European CoCo Financial Corporate][Standard European Senior Non-Preferred Financial Corporate][Standard Subordinated European Insurance Corporate][Standard Emerging European Corporate LPN][Standard Emerging European Corporate][Standard Latin America Corporate BL] [Standard Australia [Financial] Corporate][Standard New Zealand [Financial] Corporate][Standard Japan [Financial] Corporate][Standard Singapore [Financial] Corporate][Standard Asia [Financial] Corporate][Standard Sukuk Corporate][Standard Western European Sovereign][Standard Latin America Sovereign][Standard Emerging European & Middle Eastern Sovereign][Standard Australia Sovereign][Standard New Zealand Sovereign][Standard Japan Sovereign][Standard Singapore Sovereign][Standard Asia Sovereign][Standard Sukuk Sovereign][Standard U.S. Municipal Full Faith and Credit][Standard U.S. Municipal General Fund][Standard U.S. Municipal Revenue] *[specify]*

(F) Seniority Level: [Senior Level][Subordinated Level] ☐ [Not applicable]

(xi) Early Redemption at Maturity [Applicable/Not applicable] *[Delete remaining sub-paragraphs if not applicable]*

(a) RCA Linked Early Redemption Events: [As specified in Collateral Linked Condition 1] [and] ☐ *[specify if applicable]*

- (b) Intervening Early Redemption Events: As per Collateral Linked Condition 1] [and] [*specify*]
- (xii) RCA Instalment Certificates: [Applicable/Not applicable] [*Delete remaining sub-paragraphs if not applicable*]
- [Additional RCA Disposal is applicable.][*specify if applicable*][Full Early Redemption is applicable.][*specify if applicable*] <sup>44</sup>
- (a) Instalment Date(s): [As per Collateral Linked Condition 1][●][The Certificates are Single RCA Instalment Certificates][*specify as applicable*]
- (b) Instalment Amount: [As per Collateral Linked Condition 1][●][*specify as applicable*]
- (c) Partial Early Redemption Events: As per Collateral Linked Condition 1][The following events:][●][*specify as applicable*]
- (xiii) MTM Trigger Redemption Event: [Swap MTM Event] [Reference Securities MTM Event] [Securities MTM Event] [Applicable / Not applicable][*Delete remaining sub-paragraphs if not applicable*]
- MTM Trigger Valuation Method: [Calculation Agent Valuation] [Dealer Poll Valuation]
  - Collateral Trigger Percentage: [[●] per cent.]
- 47. Early Redemption:** [Applicable][Not applicable]
- (i) Early Redemption Amount: [Cash Settlement Amount]
- [*specify*]
- [Calculation Amount x [*specify*] per cent.]
- [Liquidation Proceeds] [Liquidation Proceeds No Unwind Costs] ERE Force Majeure/No Unwind Costs] [Liquidation Proceeds/Fair Market Value] [*Specify if different Early Redemption Amounts apply to different Early Redemption Events*][Highest Value] [Market Value] [Monetisation Option][Liquidation Proceeds Cap: not applicable] [*Specify*] [As set out in Collateral Linked Condition 1:][Alternative Early Redemption Amount [is applicable] [in respect of the following Early Redemption Events: [*specify*]]] [Physical Delivery is applicable] [in respect of the following Early Redemption Events][*Specify if Physical Delivery only applies to certain Early*

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Note: either Additional RCA Disposal or Full Early Redemption may be specified as applicable, but not both.

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*Redemption Events*][Settlement Disruption Event is applicable.]

[If Highest Value or Monetisation Option are applicable:  
Protected Amount: [●] per cent. of the Notional Amount]

- (ii) Swap Counterparty optional termination - Call option (Condition 8(f) and Condition 9(h)(i)):
- [Applicable][Not applicable]
- (If applicable, specify dates on which the Swap Counterparty may opt to terminate the Swap Agreement and on what notice to the Issuer)*
- (iii) Swap Counterparty optional termination - Repurchase (Condition 9(h)(ii)):
- [Applicable][Not applicable]
- [Initial Condition Precedent: Applicable *(delete remaining text below if not applicable)*
- [Acquiring Party: [●]] *(Complete where different from as specified in Condition 9(h)(ii))*
- [Additional Proceeds Amount: [●]] *(delete if not applicable)*
- [Additional Proceeds Payer: Alternative Additional Proceeds Payer is applicable] *(delete if not applicable)*
- [Initial Condition Precedent Date: [●]] *(Complete where different from as specified in Condition 9(h)(ii))*
- [Initial Condition Precedent Time: [●]] *(Insert where different from as specified in Condition 9(h)(ii))*
- [Initial Remittance: Full Proceeds/Partial Proceeds]*(delete if not applicable)*
- (iv) Early Redemption Events:
- [See paragraph 46 above] [Insert where Annex 12 *(Additional Terms and Conditions for Notional Value Repack Securities)* applies] [ [Suspension of payments is applicable.] [If applicable: [Suspension Period is [specify]] *[Do not insert where Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) applies and complete paragraph 46 instead]*
- (a) Asset Payment Default Event:
- [Applicable][Not applicable]
- (b) Asset Default Event:
- [Applicable][Not applicable]
- (c) Asset Redemption Event:
- [Applicable][Not applicable]
- (d) Asset Payment Shortfall Event:
- [Applicable][Not applicable]
- (e) Compartment Tax Event:
- [Applicable][Not applicable]

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- (f) Related Agreement Termination Event: [Applicable][Not applicable]  
*[Specify any agreement which is a "Related Agreement" for the purposes of the Certificates]*
- (g) Annex Early Redemption Event: [Applicable][Not applicable]
- (h) Compartment Change in Law Event: [Applicable][Not applicable]
- (i) Reference Securities Restructuring Event: [Applicable][Not applicable]
- (j) Reference Securities Regulatory Event: [Applicable][Not applicable]
- (k) Charged Asset Repudiation / Moratorium Event: [Applicable][Not applicable]
- (l) Charged Assets Issuer Bankruptcy Event: [Applicable][Not applicable]
- (m) Reference Securities Impossibility Event: [Applicable][Not applicable][Initial Reference Security Purchase Date[(s)]:*[Specify] (Delete if not applicable)*
- (n) Regulatory Ratio Event: [Applicable][Not applicable][Regulatory Ratio Event - SNP is applicable]*(Specify if applicable)*
- (o) Compartment Regulatory Event: [Applicable][Not applicable][Regulatory Increased Costs is applicable]*(Specify if applicable)*
- (v) Redemption for taxation and other reasons:
- (a) Condition 8(m)(i) of Certificates for taxation reasons): [Applicable][Not applicable]  
*[Specify notice period(s) for redemption for the purposes of Condition 8(m)(i)]*
- (b) Condition 8(m)(ii) (Illegality): [Applicable][Not applicable]  
*[Specify notice period(s) for redemption for the purposes of Condition 8(m)(ii)]*
- (vi) Redemption Date Extension: [Applicable][Not applicable]  
*[if Redemption Date Extension is applicable, specify the Extended Redemption Date]*  
*[if Redemption Date Extension is applicable, specify whether Sale of Assets is applicable or not applicable]*
- (vii) Swap Termination Without Redemption: [Applicable / Not applicable]

- (viii) Redenomination, [Not applicable/The provisions in Condition 20 apply]  
renominalisation and  
reconventioning provisions:

### COMPARTMENT ASSETS AND SECURITY

- 48. Description of Compartment:** Compartment [ ] *[specify number/designation]*
- [Compartment [●] is a Multi-Series Compartment, in respect of which at any time more than one Series of Related Certificates may be outstanding] *[delete if Compartment is not a Multi-Series Compartment]*
- [[In the case of a Series of Certificates in respect of which one or more Series of Related Certificates may be outstanding from time to time:]]*
- If, at the time of any enforcement of the Compartment Security pursuant to Condition 14 (Enforcement and Realisation), one or more Series of Related Certificates (as defined in Condition 12(a)(iii)) is outstanding, holders of the Certificates to which these Final Terms apply and the holders of such Related Certificates will share equally and rateably in any Charged Assets in accordance with the Order of Priority specified below.**
- [As at the Issue Date, there are not any Series of Related Certificates outstanding for this Compartment.][As at the date of the Final Terms, there are [●] Series of Related Certificates outstanding for this Compartment] *[Insert and complete as applicable if Compartment is a Multi-Series Compartment.]*
- [Compartment Asset Coverage Test: Applicable and [Compartment Asset Coverage Market Value]/[Compartment Asset Coverage Nominal Value] is applicable.
- [Compartment Asset Coverage Percentage [●] per cent. *[specify if other than 100 per cent.]*[Compartment Asset Coverage Market Value Percentage is applicable.] *[Delete if not applicable]*
- [Delete if Compartment Asset Coverage Test is not applicable or the Compartment is not a Multi-Series Compartment]]*
- (i) Legal nature of Charged Assets: As set out in Condition 9(c)(i)[(A)][(B)][(C)] *(Specify as applicable) [Specify governing law jurisdiction(s)]*
- [Related Agreements are:
- [- Swap Agreement][.][and]*[specify for all applicable Charged Asset Structures]*
- [- Deposit Agreement][.] [;and]*Specify if Charged Asset Structure 1 or 3 is applicable]*
- [- Repurchase Agreement]. *[Specify if Charged Asset Structure 7 is applicable]*

[- the Collateral Exchange Agreement]. *[Specify if one of the Collateral Exchange Structures is applicable]*

[The Compartment Assets are the Reference Securities set out in paragraph 11 of Part B] [The Compartment Assets are the assets specified in paragraph 11 of Part B] *[Specify if one of Charged Asset Structures 2, 5 or 6 are applicable]* [The Compartment Assets are the Reference Securities specified in paragraph 46 of Part A] *[specify if one of Charged Asset Structures 5 or 6 is applicable and Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) is applicable]* [The Related Agreement[s] [is][are] as set out in paragraph 46(iv) of Part A] *[Insert where Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) is applicable]*

*[In the case of a Series of Certificates in respect of which one or more Series of Related Certificates may be outstanding from time to time, insert description of new Compartment Assets to be included in the Compartment in connection with the issue of this Series of Certificates:]*

The Compartment Assets are the Reference Securities specified in paragraph 11 of Part B] [The Compartment Assets are the assets specified in paragraph 11 of Part B] *[specify if one of Charged Asset Structures 2, 5 or 6 is applicable]* [The Compartment Assets are the Reference Securities specified in paragraph 59 of Part A] *[specify if one of Charged Asset Structures 5 or 6 is applicable and Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) is applicable]* [The Related Agreement[s] [is][are] as set out in paragraph 59(iv) of Part A] *[Insert where Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) is applicable]* (the "**Specified Compartment Assets**"), together with the "Specified Compartment Assets" set out in the applicable Final Terms for each Series of Related Certificates outstanding from time to time]

*[NB: The assets which can constitute Compartment Assets for a Series of Certificates issued through a Multi-Series Compartment must be consistent for each Series of Related Certificates]*

- (ii) Counterparties to Related Agreement(s):
- [The counterparty to the Swap Agreement is [BNP Paribas]/[BNP Paribas Financial Markets S.N.C.](the "**Swap Counterparty**") [and]
  - [The counterparty to the Repurchase Agreement is [BNP Paribas]/[BNP Paribas Financial Markets S.N.C.] (the "**Repo Counterparty**").]
  - [The counterparty to the Collateral Exchange Agreement is [BNP Paribas]/[BNP Paribas Financial Markets S.N.C.] (the "**Collateral Exchange Counterparty**").]

[See paragraph 46(iv) of Part A] *[Insert where Annex 12 (Additional Terms and Conditions for Notional Value Repack Securities) is applicable]*

[See paragraph 11(vi) of Part B for details of the [Swap Counterparty]/[Collateral Exchange Counterparty]/[Deposit Counterparty]]<sup>45</sup>

- (iii) Compartment Account: [Applicable / Not applicable]
- (iv) Cash Manager: [Applicable – BNP Paribas, Succursale de Luxembourg/ Not applicable]
- (v) Account Bank: [Applicable – BNP Paribas, Succursale de Luxembourg/ Not applicable]
- (vi) Custodian: [Applicable – BNP Paribas, Succursale de Luxembourg/ Not applicable]
- (vii) Sub-Custodian in relation to the Compartment Assets: [Applicable / Not applicable]
- 49.** Compartment Security for the Certificates is "Charged Assets charged to Trustee; additional foreign law security": [Applicable / Not applicable] *[specify]*
- 50.** Compartment Assets substitution by Swap Counterparty (pursuant to Condition 9(f)): [Applicable / Not applicable]
  - (i) Permitted currency of securities to be substituted for the Compartment Assets (pursuant to Condition 9(f)(i)): *[Specify currency]*
  - (ii) Eligible Compartment Assets Issuer: *[Identify any Eligible Compartment Assets Issuer for the purposes of Condition 9(f) including its name, address, country of incorporation, nature of its business and confirmation that it has securities admitted to trading on a regulated or equivalent market or has obligations guaranteed by an entity admitted to trading on a regulated or equivalent market.]*
  - (iii) Alternative Substitution (Condition 9(f)(ii)): [Applicable / Not applicable]
  - (iv) Delivery or payment of the securities, obligations or cash which may be substituted for the Compartment Assets to the Custodian by (if not Swap

<sup>45</sup>

Insert reference to paragraph 11(vi) of Part B where relevant counterparty constitutes an obligor for the purposes of item 2.2.11(b) of Annex 19 of Commission Delegated Regulation (EU) 2019/980



Counterparty): (Condition  
9(f));

51. Compartment Assets substitution under a Credit Support Annex/Credit Support Deed/Pledge: delivery or payment of securities, obligations or cash by (if not Swap Counterparty) (Condition 9(f)): [Applicable / Not applicable][Credit Support Annex / Credit Support Deed/Pledge][Counterparty]

#### OTHER PROVISIONS

52. Issuer Substitution: [Not applicable/Applicable]
53. Additional U.S. Federal income tax considerations: [insert details]/[Not applicable]/[The Certificates are [not] Specified Securities (as defined in the Base Prospectus) for the purpose of Section 871(m) of the U.S. Internal Revenue Code of 1986.][The Securities may be Specified Securities for the purpose of Section 871(m) of the U.S. Internal Revenue Code of 1986. If the Securities are Specified Securities, then the following provisions will apply.][Additional information regarding the application of Section 871(m) to the Securities will be available at [give name(s) and address(es) of Issuer contact]. [The Issuer will arrange for withholding under Section 871(m) to be imposed on any dividend equivalent payment at a rate of 30 per cent.]]

*(If the Securities are Specified Securities, include the "Additional information" sentence and provide the appropriate contact information at the Issuer. N.B. Include the option above, completed as appropriate, where (a) the Securities do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities or (b) the Section 871(m) determination has been made by the time the Final Terms are finalised (in which case, the determination will have been made either (i) on the pricing date, if this falls 14 days or fewer before the issue date or (ii) on the issue date, if the pricing date falls more than 14 days before the issue date). Otherwise, include the following option, completed as appropriate:*

[As at the date of these Final Terms, the Issuer has not determined whether the Securities are Specified Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified Securities for these purposes. **This is indicative information only subject to change and if the Issuer's final determination is different then it will give notice of such determination.** Please contact [give name(s) and address(es) of Issuer contact] for further information regarding the application of Section 871(m) to the Securities.]]

*(The Securities will not be Specified Securities if they (i) are issued prior to 1 January 2025 and provide a return that differs significantly from the return on an investment in the underlying (i.e. they are not "delta-one" securities*

for U.S. tax purposes) or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Securities reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities and (i) are issued prior to 1 January 2025 and provide a return that does not differ significantly from the return on an investment in the underlying, or (ii) are issued on or after 1 January 2025, further analysis would be required.)

[Payments on the Specified Securities are calculated by reference to [Net Dividends/Net Total Returns]. By purchasing a Specified Security, the parties agree that in calculating the relevant payment amount the Issuer may withhold, and the purchaser is deemed to have received 30 per cent. of any dividend equivalent payments (as defined in Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended) in respect of the relevant [U.S. securities/U.S. dividend paying index components]. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

[For this purpose, "**Net Dividends**" means the dividends paid by an issuer of a security net of 30 per cent. U.S. federal withholding tax.]

[For this purpose "**Net Total Returns**" means the net total return of the U.S. source dividend paying components, as calculated by the Index Sponsor, of an index that reinvests U.S. source dividends paid by an issuer of a security that is a component of the index net of 30 per cent. U.S. withholding tax on such U.S. source dividends.]]

## DISTRIBUTION

54. Date of [Subscription Agreement]: [specify]
55. Name of and address Dealer: [specify]
56. Total commission and concession: [specify] per cent. of the Aggregate Notional Amount
57. Non-exempt Offer: [Applicable][Not applicable] *(If not applicable, delete the remaining placeholders of this paragraph and paragraph 7 of Part B)*
- (i) Non-exempt Offer Jurisdictions: [specify relevant Member State(s) where the Issuer intends to make Non-exempt Offers (select from the list of Non-exempt Offer Jurisdictions in the Base Prospectus) - which must be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)]
- (ii) Offer Period: [specify date, and if applicable, time] until [and including][specify date (and if applicable, time) or a formula such as "the Issue Date" or "the date which falls [specify] Business Days thereafter"] [subject to any early closing] / [From (and including) the Issue Date until (and including) the date on which the Securities are delisted].

- (iii) Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the Conditions in it: *[insert names and addresses of financial intermediaries receiving consent (specific consent)]*

**58. Prohibition of Sales to EEA and UK Retail Investors:**

- (i) Selling Restriction: *[Applicable/Not applicable]*
- (If the Securities clearly do not constitute "packaged" products or the Securities do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Securities may constitute "packaged" products and no key information document will be prepared in the EEA, "Applicable" should be specified.)*
- [The Securities are only intended to be offered, sold or otherwise made available to investors via the professional segment of [the regulated market of the Luxembourg Stock Exchange]/[the Euro MTF Market].]<sup>46</sup>*
- (ii) [Prohibition of Sales to Belgian Consumers: Not applicable]
- (iii) Prohibition of Sales to UK Retail Investors *[Applicable/Not applicable]*
- (If the Securities clearly do not constitute "packaged" products or the Securities do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be specified. If the Securities may constitute "packaged" products and no key information document will be prepared in the UK, "Applicable" should be specified.)*
- [The Securities are only intended to be offered, sold or otherwise made available to investors via the professional segment of [the regulated market of the Luxembourg Stock Exchange]/[the Euro MTF Market].]<sup>47</sup>*
- (iv) Prohibition of Sales to EEA Non Retail Investors (where Securities are held in a retail account): *[Applicable (Applicable means that the Securities may only be held by a retail investor in a retail account (pursuant to Article 428i of Regulation (EU) No 575/2013, as amended) (except where the Securities are held by any relevant distributor or an intermediary for secondary market purposes))]/[Not applicable]*
- (v) Prohibition of Sales to UK Non Retail Investors (where *[Applicable (Applicable means that the Securities may only be held by a retail investor in a retail account (pursuant to Article 428i of Regulation (EU) No 575/2013, as amended)*

<sup>46</sup> Include if the Securities are intended to be listed and admitted to trading on the professional segment of the Luxembourg Stock Exchange.

<sup>47</sup> Include if the Securities are intended to be listed and admitted to trading on the professional segment of the regulated market of the Luxembourg Stock Exchange or the Euro MTF Market, as the case may be.

FORM OF FINAL TERMS FOR CERTIFICATES - PART A - CONTRACTUAL TERMS

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Securities are held in a retail account): *as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018, as the case may be) (except where the Securities are held by any relevant distributor or an intermediary for secondary market purposes)))/[Not applicable]*

Signed on behalf of the Issuer:

By: \_\_\_\_\_

Duly authorised

By: \_\_\_\_\_

Duly authorised

**PART B – OTHER INFORMATION**

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

- (i) Listing: [Luxembourg Stock Exchange's Official List/Specify other/None]
- (ii) Admission to trading: [Application has been made for the Certificates to be admitted to trading on [the professional segment of the] Luxembourg Stock Exchange's Regulated Market/ [the professional segment of the ] Luxembourg Stock Exchange's Euro MTF Market/Specify other] [with effect from [specify]].] [Not applicable.]
- (Where documenting a fungible issue need to indicate that original [Certificates] are already admitted to trading)*
- (iii) Estimate of total expenses related to admission to trading: [specify][Not applicable.]
- (iv) De-listing: [Not applicable][The de-listing of the Certificates 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].

**2. Ratings**

[The Securities to be issued [[have been]/[are expected to be]] rated [insert details] by [insert credit rating agency name(s)].]

[The Securities have not been rated.]

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

[●]

*(The above disclosure should reflect the rating allocated to Securities of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)]]*

***EITHER*** *[[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*

*(<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with such Regulation.]*

**OR** *[[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.]*

**OR** *[[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 "**CRA Regulation**"). 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 (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) 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/the United Kingdom (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.]*

**OR** *[[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 "**CRA Regulation**"), but it [is]/[has applied to be] certified in accordance with the CRA Regulation[[ EITHER:] and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the CRA Regulation] [ [OR:] 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].]*

**OR** *[[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].]*

**OR** *[[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 "**CRA Regulation**"). 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/the United Kingdom (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 the relevant market participants.]*

### **3. Interests of Natural and Legal Persons Involved in the [Issue/Offer]**

[Not applicable] [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]

[Save [for the fees [of [insert relevant fee disclosure]] [payable to the [insert name of Authorised Offeror] and] as discussed [in the "Potential Conflicts of Interest" paragraph in the "Risk Factors" section in the Base Prospectus], so far as the Issuer is aware, no person involved in the [issue/offer] of Certificates has an interest material to the [issue/offer.]]

### **4. Reasons for the Offer/Issue, Estimated Net Proceeds and Total Expenses**

- (i) Reasons for the offer: [See "Use of Proceeds" in the Base Prospectus]/[specify]/[Not applicable]
- (ii) Estimated net proceeds: [Up to] [specify][Not applicable]

*(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.)*

- (iii) Estimated total [specify] [Include breakdown of expenses]<sup>1</sup>  
expenses:

**5. Performance of Underlying/Formula/Other Variable, Explanation of Effect on Value of Investment and Associated Risks and Other Information concerning the Underlying Reference or Reference Rate**

[Not applicable] *[Need to include details of where past and future performance and volatility of the index/formula/other variables can be obtained. If there is a derivative component or complex derivative in the interest or redemption amount, an example of how the value of the investment is affected by the value of the underlying or the nature of the securities may be included.]* [Information on past and future performance and volatility of [specify underlying] can be obtained [but not] free of charge, from [Reuters/Bloomberg/give details of electronic means of obtaining the details of performance].

*[Where the underlying is an index need to include the name of the index and where the information about the index can be obtained. NB: The Securities may not be linked to an index composed by the Issuer or any entity belonging to the same group as the Issuer.]*

*[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]*

*[Include where the Securities reference SOFR: The Issuer is not affiliated with the Federal Reserve Bank of New York. The Federal Reserve Bank of New York does not sanction, endorse or recommend any products or services offered by the Issuer.]*

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

**6. Operational Information**

- (i) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg approved by the Issuer and the Principal Warrant and Certificate Agent and the relevant identification number(s) and address(es): [Not applicable/give name(s), number(s) and address(es)]
- (ii) Delivery: Delivery [against/free of] payment
- (iii) Additional Paying Agent(s) (if any): [Not applicable/give name]

**7. Non-exempt Offer** [Applicable/Not applicable]

<sup>1</sup> Not required for debt securities with a notional amount per Certificate of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date).



- (i) Authorised Offeror: [Not applicable][Specify identity of any Authorised Offeror(s)(including LEIs)][See paragraph 57 of Part A]
- (ii) [Offer Period:] [specify]/[Not applicable][See paragraph 57 of Part A above]
- (iii) [Offer Price:] [[specify][●] per cent. of the Issue Price (of which [[selling] fees] and [commissions] of [●] of [●] [the Aggregate Notional Amount] shall be retained by [the Authorised Offeror[s]] [and a [maximum] amount of [●] per cent. is represented by commissions payable to the Authorised Offeror[s].]  
  
[Issue Price/Not applicable/specify]
- (iv) [Conditions to which the offer is subject:] [Not applicable/give details]

[The Issuer reserves the right to withdraw the offer of the Certificates in whole or in part at any time on or prior to the Issue Date. For the avoidance of doubt, if any application has been made by a potential investor and the Issuer reserves such right to withdraw the offer of Certificates, each such potential investor shall not be entitled to subscribe for or otherwise acquire Certificates.]

[Article 30] of [Italian Legislative Decree No. 58 of 24 February 1998], as amended from time to time (the "**Italian Financial Services Act**") permits the promotion and placement to the public in the Republic of Italy of financial instruments in a place other than the registered office or establishments of the issuer, offeror or appointed person carrying out such promotion and/or placement, under certain conditions. Such activity is referred in the Italian Financial Services Act as "door-to-door selling". Pursuant to paragraph 6 of Article 30 of the Italian Financial Services Act, all door-to-door selling of financial instruments must be accompanied by a clear indication to investors that they have a right of withdrawal from any contract entered into pursuant to door-to-door selling, exercisable within a period of seven days from the date of subscription by the investor. Within such period, contracts entered into pursuant to door-to-door selling shall not be enforceable, and investors may exercise their withdrawal right without payment of any charge or commission by contacting the offeror or appointed person with whom the subscription for Certificates was placed.] [A non-exempt offer of Certificates in the Republic of Italy may be made using door-to-door selling in accordance with Article 30 of the Italian Financial Services Act during the Offer Period.] [Further, Certificates may be offered in the Republic of Italy to investors through recorded telephone orders pursuant to applicable Italian law.]

- (v) [Description of the application process:] [Not applicable/give details]

- (vi) [Details of the minimum and/or maximum amount of application:] [Not applicable/*give details*]
- (vii) [Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:] [Not applicable/*give details*]
- (viii) [Details of the method and time limits for paying up and delivering the Certificates:] [Not applicable/*give details*]
- (ix) [Manner in and date on which results of the offer are to be made public:] [Not applicable/*give details*]
- (x) [Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:] [Not applicable/*give details*]
- (xi) [Categories of potential investors to which the Certificates are offered:] [Not applicable/*give details*]
- (xii) [Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made:] [Not applicable/*give details*]  
[No dealings in the Certificates on a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU may take place prior to the Issue Date.]
- (xiii) [Amount of any expenses and taxes specifically charged to the subscriber or purchaser:] [Not applicable/*give details*]

- (xiv) [Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and after rates and a description of the main terms of their commitment:] [None/give details (such as the maximum bid/offer spread of the offer price and the minimum unit amount per order)]

## 8. Placing and Underwriting<sup>2</sup>

- (i) Name and address of the co-ordinator(s) of the global offer and of single parts of the offer:<sup>3</sup> [specify]
- (ii) Name and address of any paying agents and depository agents in each country: [specify]
- (iii) 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>4</sup> [specify]
- (iv) When the underwriting agreement has been or will be reached: [specify]

## 9. Yield

Indication of yield: [specify][Not applicable]

## 10. Historic Interest Rates

Details of historic [EURIBOR/SONIA/STIBOR/SOFR/€STR/SARON] rates can be obtained from [Reuters].

## 11. Description of Charged Assets

- (i) Charged Asset Structure: [[Charged Asset Structure 1[A]/[B]]/[Charged Asset Structure 2[A]/[B]]/[Charged Asset Structure 3]/[Charged Asset Structure 4[A]/[B]]/[Charged Asset Structure 5[A]/[B]/[C]/[D]/[E]/[F]/[G]/[H]]/[Charged Asset Structure 6[A]/[B]/[C]/[D]/[E]/[F]]/[Charged Asset Structure

<sup>2</sup> To the extent known to the Issuer, of the placers in the various countries where the offer takes place.

<sup>3</sup> Where not all of the issue is underwritten, a statement of the portion not covered.

<sup>4</sup> See "Risk Factors relating to Securities – Potential Conflicts of Interest" in the Base Prospectus for further information.

7[A/[B][C]]/[Charged Asset Structure 8[A/[B]] is applicable.

(ii) Amount of the Charged Assets: *[specify]*

(iii) Collateral Exchange Structure: [Collateral Exchange Structure 1]/[Collateral Exchange Structure 2]/[Collateral Exchange Structure 3][ is applicable]  
[Not applicable]

Variable Information:

*Complete applicable items below:*

Margin Delivery Date: *[specify]/delete if not applicable*.

Minimum Transfer Amount: *[specify]/delete if not applicable*.

Exchange Value: *[specify if amounts in addition to Value of Received Collateral is applicable]*

Exchange Margin Calculation Value: *[specify if amounts in addition to Value of Received Collateral is applicable]*

Exchange Transaction Valuation Date: *[specify]/delete if not applicable*.

[Counterparty Net Payments is applicable] *(Delete if not applicable)*

(iv) Credit Support Structure: [Credit Support Structure 1]/[Credit Support Structure 2]/[Credit Support Structure 3]/[Credit Support Structure 4] is applicable.

*Complete applicable items below:*

Credit Support Valuation Agent: *[specify]/delete if not applicable*.

Margin Delivery Date: *[specify]/delete if not applicable*.

Minimum Transfer Amount: *[specify]/delete if not applicable*.

Over Collateralisation Level:*[specify if other than 100%; otherwise delete]*

Repo Transaction Valuation Date: *[specify]/delete if not applicable*.

Support Percentage: *[specify]/delete if not applicable*.

Swap Agreement Valuation Date: *[specify]/delete if not applicable*.

Value: *[specify if other than market value; otherwise delete]*

Swap Counterparty Collateral: *[specify (including valuation percentages, where applicable)]*

Issuer Posted Collateral: *[specify (including valuation percentages, where applicable)]**[delete if not applicable]*

The Non Posting Period applicable [to the Issuer] [and] [the Swap Counterparty] is *[specify]*

(v) Loan to value ratio or level of collateralisation of the Charged Assets: *[specify]*

(vi) Where the Charged Assets *[Applicable / Not applicable]*

comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets:

For the purposes of Charged Asset Structure [1][2][3][4][5][6][7][8]:

*[the counterparty to the Swap Agreement is [BNP Paribas][BNP Paribas Financial Markets S.N.C.](the "Swap Counterparty").]*

*[the counterparty to the Deposit Agreement is: *[specify]* (the "Deposit Counterparty").]*

*[the counterparty to the Collateral Exchange Agreement is *[specify]* (the "Collateral Exchange Counterparty").]*

*[the issuer of *[identify applicable Reference Securities including legal nature eg type of interest payable (if any) whether securities are subordinated/secured etc.]* (the "Reference Securities") is *[specify]* (the "Reference Security Issuer").]*

*[the obligor in respect of *[identify applicable Compartment Assets where Compartment Assets are other than Reference Securities including legal nature of asset]* (the "Compartment Assets") is *[specify]* (the "Compartment Asset Obligor").]*

*[An obligor (including the Deposit Counterparty, the Swap Counterparty, the Compartment Asset Obligor, the Collateral Exchange Counterparty<sup>5</sup> and the Reference Security Issuer, where applicable) must have securities already admitted to trading on a regulated or equivalent market or the obligations are guaranteed by an entity admitted to trading on a regulated or equivalent market. Insert the name, address, country of incorporation, nature of business and name of the market in which its securities are admitted so far as the Issuer is aware and/or is able to ascertain from information published by the obligor(s)]*

(vii) Any relationship that is *[Applicable / Not applicable]*

material to the issue between the Issuer, guarantor (if applicable)

*[If applicable, provide details of the principal terms of that relationship]*

<sup>5</sup>

Insert references to relevant counterparties to Related Agreements here where relevant counterparty constitutes an obligor for the purposes of item 2.2.11(b) of Annex 19 of the Commission Delegated Regulation (EU) 2019/980

- and obligor under the Charged Assets: [specify][which is the [insert capacity/capacities] under the Certificates]
- (viii) Charged Assets comprising obligations that are not admitted to trading on a regulated or equivalent market: [Applicable / Not applicable]<sup>6</sup>[where Reference Securities are Eligible BNP Paribas Fortis Collateral Securities specify "The Reference Securities are Eligible BNP Paribas Fortis Collateral Securities" [and specify the applicable type of interest (either fixed rate or zero coupon) and scheduled redemption date of the Reference Securities.] The Eligible BNP Paribas Fortis Collateral Currency is [EUR] [USD] [AUD] [CAD] [CHF] [DKK] [GBP] [JPY] [NOK] [NZD] [SEK].]
- [Where Reference Securities are Eligible Banco Desio Collateral Securities specify "The Reference Securities are Eligible Banco Desio Collateral Securities" [and specify the applicable type of interest (either fixed rate or zero coupon) and scheduled redemption date of the Reference Securities and whether MREL Qualification Exclusion Event is applicable.]
- [See paragraph entitled "Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets" above where the applicable Charged Asset Structure is specified.]
- (ix) Charged Assets comprising equity securities or obligations that are admitted to trading on a regulated or equivalent market: [Applicable / Not applicable]
- [If applicable, indicate the following:
- (a) a description of the securities;
  - (b) a description of the market on which they are traded and electronic link to where documentation can found and where equity securities: including its date of establishment, how price information is published, an indication of daily trading volumes, information as to the standing of the market in the country and the name of the market's regulatory authority;
  - (c) where equity securities: the frequency with which prices of the relevant securities are published.]
- (Complete in conjunction with relevant provisions above)
- [See paragraph entitled "Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets" above]
- (x) Names, addresses and significant business activities of the originators [Applicable / Not applicable]
- [If applicable, provide details]

<sup>6</sup>

An obligor (including the Deposit Counterparty, the Swap Counterparty, the Compartment Asset Obligor, the Collateral Exchange Counterparty and the Reference Security Issuer, where applicable) must have securities already admitted to trading on a regulated or equivalent market or the obligations are guaranteed by an entity admitted to trading on a regulated or equivalent market.

of the Compartment  
Assets:

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

## 12. [EU Benchmarks Regulation]

EU Benchmarks Regulation: Article 29(2) statement on benchmarks: [Applicable: Amounts payable under the Certificates are calculated by reference to [insert name[s] of Benchmark[s]/the relevant Benchmark], which [[is/are] provided by [[insert name[s] of the Administrator[s]]/the [relevant] Administrator] [as, specified in the table below] (if more than one, specify in relation to each relevant Benchmark)].

[As at the date of these Final Terms, [[insert name[s] of the Administrator[s]/the [relevant] Administrator[s]] [[is/are] [not included]/[[is/are] included] [as the case may be,] included in the register of Administrators and Benchmarks established and maintained by the European Securities and Markets Authority [("ESMA")] pursuant to article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011, as amended) [(the "EU BMR")] [, as specified in the table below].

[As far as the Issuer is aware, [[insert name of the Benchmark[s]/the [relevant] Benchmark] [does/do] not fall within the scope of the EU BMR by virtue of Article 2 of the EU BMR./[the transitional provisions in Article 51 of the EU

BMR apply][, as specified in the table below].] *[repeat as necessary or insert necessary information in a table below]]*

[Not applicable]]

[Benchmark]	[Administrator]	[Register]	[Other Information]
[Specify]	[Specify]	[Specify]	[Specify]



## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes, which will include the additional terms and conditions for payouts for Securities contained in Annex 1, the additional terms and conditions contained in Annex 2 in the case of Index Linked Notes, the additional terms and conditions contained in Annex 3 in the case of Share Linked Notes, the additional terms and conditions contained in Annex 4 in the case of Debt Linked Notes, the additional terms and conditions contained in Annex 5 in the case of Commodity Linked Notes, the additional terms and conditions contained in Annex 6 in the case of Inflation Linked Notes, the additional terms and conditions contained in Annex 7 in the case of Currency Linked Notes, the additional terms and conditions contained in Annex 8 in the case of Fund Linked Notes, the additional terms and conditions contained in Annex 9 in the case of Underlying Interest Rate Linked Notes, the additional terms and conditions contained in Annex 10 in the case of Credit Linked Notes, the additional terms and conditions contained in Annex 11 in the case of ETI Linked Notes and the additional terms and conditions contained in Annex 12 in the case of Notional Value Repack Notes (each an "Annex" and together the "Annexes" which may be added from time to time) which will be incorporated by reference into each Global Note and each Definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer(s) at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed upon or attached thereto such Terms and Conditions.*

*The Terms and Conditions of any Notes will be completed either by the applicable Final Terms or, in circumstances where Notes are not issued on the basis of this Base Prospectus, by issue specific terms prepared in accordance with any such issue ("Issue Specific Terms"). Where the Terms and Conditions of any Notes are completed by Issue Specific Terms, references herein and the Annexes to the "Final Terms" shall be deemed to be references to the "Issue Specific Terms" relating to such Notes.*

*The applicable Final Terms or Issue Specific Terms (or the relevant provisions thereof) will be endorsed on, attached to or incorporated by reference in, each temporary global Note, permanent global Note and definitive Note. Reference should be made to the section headed "Form of Final Terms for Notes" above for a description of the content of Final Terms or Issue Specific Terms, as the case may be, which will specify which of such terms is to apply in relation to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes issued by SecurAsset S.A. (the "**Issuer**"), a regulated securitisation undertaking within the meaning of the Luxembourg Act dated 22 March 2004 on securitisation, as amended (the "**Securitisation Act 2004**", which term shall include such act as modified, amended or re-enacted from time to time), constituted and secured by relevant issue deed dated the date of issue of the Notes (the "**Issue Date**") (or in the case of Notes issued through a Multi-Series Compartment, secured by the issue deed relating to the first series of notes issued through the relevant Compartment (the "**Original Issue Deed**") and constituted by the Original Issue Deed and an issue deed supplemental to the Original Issue Deed) between, *inter alia*, the Issuer, the Trustee and the persons specified therein as a Swap Counterparty and/or Deposit Counterparty and/or Repo Counterparty (each as defined in Condition 8 (*Compartment Assets*)) (the "**Issue Deed**") which incorporates master trust terms between the Issuer and BNP Paribas Trust Corporation UK Limited (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed (as defined below)) as trustee for the Noteholders (as defined below) and, where applicable, the holders of any Related Notes (the "**Master Trust Terms**", together with the Issue Deed and the issue deeds relating to any Related Notes (which may be expressed to be supplemental to any Original Issue Deed), the "**Trust Deed**"). References herein to the "Issuer" shall include the Substitute Company as defined in Condition 13(e) (*Substitution*), in the case of any substitution of the Issuer in accordance with that Condition.

References herein to the Notes shall be references to the Notes of this Series and shall mean:

- (a) in relation to any Note(s) represented by a global Note, units of each specified denomination (the "**Specified Denomination**") in the Specified Currency of issue;
- (b) definitive Notes in bearer form ("**Definitive Bearer Notes**") issued in exchange for a global Note;
- (c) any global Note in bearer or registered form ("**Bearer Global Note(s)**" and "**Registered Global Note(s)**", respectively, and each a global Note); and

- (d) any definitive Notes in registered form ("**Definitive Registered Notes**") (whether or not issued in exchange for a Registered Global Note).

The Notes, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an agency agreement dated 6 February 2009 as most recently amended and restated on 20 September 2024 (the "**Agency Agreement**", which expression includes the same as it may be modified and/or supplemented and/or restated from time to time) and made between, *inter alia*, the Issuer, the Trustee, BNP Paribas Financial Markets S.N.C. as calculation agent (the "**Calculation Agent**"), which expression shall include any additional or successor calculation agents specified in the applicable Final Terms, BNP Paribas, Succursale de Luxembourg, as account bank (where specified in the applicable Final Terms) (the "**Account Bank**"), BNP Paribas, Succursale de Luxembourg, as issuing and paying agent, registrar, transfer agent and, where specified in the applicable Final Terms, the custodian and cash manager (the "**Issuing and Paying Agent**", the "**Registrar**", "**Transfer Agent**", the "**Custodian**" and the "**Cash Manager**" respectively, which expressions shall include, in each case, any additional or successor agents specified in the applicable Final Terms) and the other paying agents named therein (together with the Issuing and Paying Agent and the Registrar, the "**Paying Agents**", which expression shall include any additional or successor paying agents). The Paying Agents, the Transfer Agent, the Calculation Agent, the Cash Manager and the Custodian shall be referred to collectively hereunder as the "**Agents**". The Notes, the Trust Deed, the Agency Agreement (together with any supplements thereto), the Dealer Agreement and any other Related Agreements are together referred to as the "**Transaction Documents**".

Interest bearing Definitive Bearer Notes (unless otherwise indicated in the applicable Final Terms) have interest coupons ("**Coupons**") and, if indicated in the applicable Final Terms, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to "Coupons" or "coupons" shall, unless the context otherwise requires, be deemed to include a reference to "Talons" or "talons". Definitive Bearer Notes repayable in instalments have receipts ("**Receipts**") for the payment of the instalments of principal (other than the final instalment) attached on issue. Global Notes do not have Receipts, Coupons or Talons attached on issue.

The Trustee acts for the benefit of the holders for the time being of the Notes (the "**Noteholders**", which expression shall mean, in the case of Bearer Notes, the holders of the Notes and, in the case of Registered Notes, the persons in whose name the Notes are registered, and shall, in relation to any Notes represented by a global Note, be construed as provided in Condition 1 below), the holders of the Receipts (the "**Receiptholders**") and the holders of the Coupons (the "**Couponholders**", which expression shall, unless the context otherwise requires, include the holders of the Talons), in accordance with the provisions of the Trust Deed. The Trustee also holds the Compartment Security granted by the Issuer for itself and the other Secured Parties (as defined below).

Any references in these Terms and Conditions to "Coupons", "Talons" or "Receipts" shall not apply to Registered Notes.

Any reference herein to "Euroclear" and/or "Clearstream, Luxembourg" (each term as defined below) shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms, approved by the Issuer, the Guarantor (if applicable), the Trustee, the Issuing and Paying Agent, the Registrar (in the case of Registered Notes only) and, in the case of Notes listed on the Luxembourg Stock Exchange, the Luxembourg Stock Exchange.

The Final Terms for the Notes (or other relevant provisions thereof) are set out in the Final Terms that are endorsed on, attached to or incorporated by reference in the Notes and which complete these terms and conditions (the "**Terms and Conditions**" or the "**Conditions**").

As used herein, "**Tranche**" means Notes which are identical in all respects, "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series with the original Tranche and (b) identical in all respects except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices, as applicable and "**Related Notes**" means each other series of notes issued through the same Compartment as the Notes where the relevant Compartment is a Multi-Series Compartment (as defined in Condition 16(b)).

Copies of the Master Trust Terms and the Agency Agreement are available for inspection by Noteholders during normal business hours from the specified offices of the Paying Agents or may be provided by email

to a Noteholder following their prior written request to the relevant Paying Agent and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent). Copies of the applicable Final Terms are available for viewing by Noteholders at [www.luxse.com](http://www.luxse.com) and copies may be obtained from the specified office of the Issuing and Paying Agent save that, if this Note is a Private Placement Note (as defined below) which has not been offered to the public in Luxembourg, the applicable Final Terms will only be obtainable by a Noteholder holding one or more such Notes and such Noteholder must produce evidence satisfactory to the Issuer, the Trustee and the relevant Paying Agent as to its holding of such Notes and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed (as such term is defined in the Master Trust Terms). In this paragraph, "**Private Placement Note**" means any Note that is not (i) offered to the public in the EEA for the purposes of article 1.1 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") (except as specified under Article 1.4 and/or Article 3.2 of the Prospectus Regulation) or (ii) admitted to trading in the EEA for the purposes of article 1.1 of the Prospectus Regulation.

By subscribing to, or otherwise acquiring, the Notes, each Noteholder expressly acknowledges and agrees that:

- (a) the Issuer (i) is subject to the Securitisation Act 2004 and (ii) in connection with the Notes has created a specific Compartment, which Compartment shall be identified by the number and/or name ascribed to it in the applicable Final Terms, to which all assets, rights, claims and agreements relating to the Notes will be allocated;
- (b) the provisions with respect to the Order of Priority specified in the applicable Final Terms will apply;
- (c) all payments to be made by the Issuer in respect of the Notes and the related Swap Agreement (if any) will be made only from and to the extent of the sums received or recovered from time to time by or on behalf of the Issuer or the Trustee in respect of the Charged Assets and, following a Note Acceleration in respect of the Note, the entitlement of the Noteholder will be limited to such Noteholder's *pro rata* share of the proceeds of the relevant Charged Assets applied in accordance with the Order of Priority specified in the applicable Final Terms and not to the assets allocated to other compartments created by the Issuer or to any other assets of the Issuer and, in the case of Guaranteed Notes, sums obtained on its behalf by the Trustee, making a claim under the Guarantee, subject to the terms set out in the applicable Final Terms and the relevant provisions of the Guarantee;
- (d) once all moneys received by the Trustee in connection with the enforcement of the Compartment Security over the Charged Assets have been applied in accordance with the Order of Priority set out in the applicable Final Terms and in the Master Trust Terms, it is not entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished;
- (e) it shall have no right to attach or otherwise seize the Charged Assets (subject as provided above), or any other assets of the Issuer, including, without limitation, any assets allocated to any other compartments of the Issuer; and
- (f) no Noteholder shall be entitled to petition or take any other step for the liquidation, winding-up or the bankruptcy of the Issuer or any similar proceedings.

Words and expressions defined in the Master Trust Terms or 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, and provided that, in the event of any inconsistency between the Trust Deed or the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

## 1. Form, denomination and title

The Notes, except for Notes in registered form ("**Registered Notes**") are in bearer form ("**Bearer Notes**"), and, in the case of Definitive Bearer Notes, serially numbered, issued in the Specified

Currency and the Specified Denomination(s) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

The Notes are, to the extent specified in the applicable Final Terms, Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Dual Currency Interest Notes or Notes with interest linked to one or more underlying reference assets or bases ("**Underlying Reference(s)**") ("**Linked Interest Notes**") specified in the applicable Final Terms such as Index Linked Interest Notes, Share Linked Interest Notes, Debt Linked Interest Notes, Commodity Linked Interest Notes, Inflation Linked Interest Notes, Currency Interest Linked Notes, Fund Linked Interest Notes, Underlying Interest Rate Linked Interest Notes, Credit Linked Interest Notes, ETI Linked Interest Notes, Hybrid Interest Notes or any combination thereof. The Notes may be Index Linked Redemption Notes, Share Linked Redemption Notes, Debt Linked Redemption Notes, Commodity Linked Redemption Notes, Inflation Linked Redemption Notes, Currency Linked Redemption Notes, Fund Linked Redemption Notes, Underlying Interest Rate Linked Redemption Notes, Credit Linked Redemption Notes, ETI Linked Redemption Notes, Hybrid Redemption Notes, Instalment Notes, Dual Currency Redemption Note or any combination thereof.

If the Notes are Hybrid Notes and Hybrid Notes is specified as applicable in the applicable Final Terms, the terms and conditions of the Notes will be construed on the basis that in respect of each separate type of Underlying Reference, the relevant terms applicable to each such separate type of Underlying Reference will apply, as the context admits, separately and independently in respect of the relevant type of Underlying Reference, except as specified in the applicable Final Terms. "**Hybrid Business Day**" has the meaning given to such term in the applicable Final Terms.

The Notes will be settled by way of cash payment ("**Cash Settled Notes**") or, if Physical Settlement is specified as applicable in the applicable Final Terms (or becomes applicable depending on whether certain conditions are met as specified in the applicable Final Terms), will be settled by physical delivery ("**Physical Delivery Notes**").

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to "Coupons" and "Couponholders" in these Terms and Conditions are not applicable.

Subject as set out below, title to Bearer Notes, Receipts and Coupons will pass by delivery. Subject as set out below, the Issuer, the Guarantor, the Trustee and any Paying Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note, Receipt or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Note, without prejudice to the provisions set out in the next succeeding paragraph.

The Issuer has appointed the Registrar and shall cause to be kept at the office of the Registrar, a register (the "**Register**") on which shall be entered, inter alia, the name and address of the beneficial owner of the principal and stated interest of the Registered Notes, the amount and type of the Registered Notes held by each Noteholder, and particulars of all transfers of title to the Registered Notes. Subject as set out below, title to the Definitive Registered Notes will pass upon registration of transfers in the Register and surrender. The entries in the Register shall be conclusive absent manifest error and, except as ordered by a court of competent jurisdiction or as required by law, the registered holder of any Definitive Registered Note whose name is recorded in the Register pursuant to the Terms and Conditions of the Notes shall be deemed to be and may be treated as the absolute owner for purposes of payment of principal and interest on such Definitive Registered Notes regardless of any notice of ownership, trust or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the registered holder.

For so long as any of the Bearer Notes or the Registered Notes is represented by a global Note held on behalf of, or in the case of Registered Notes by a common depositary on behalf of, Euroclear Bank S.A./N.V., as operator of the Euroclear system ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**"), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any

certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of Notes 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), the Trustee and any Paying Agent as the holder of such nominal amount of the Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant global Note or, as applicable, the registered holder (as shown in the Register, provided that, for all other purposes hereunder and notwithstanding any provision to the contrary, in the event of any differences between the information contained in the Register and that contained in the Issuer Register (as defined in the Agency Agreement), the Issuer Register shall prevail) of the relevant Registered Global Note shall be treated by the Issuer, the Guarantor (if any), the Trustee and any Paying Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant global Note (and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly). Without limitation to the foregoing, in determining whether a particular person is entitled to a particular nominal amount of Notes as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notes which are represented by a global Note held on behalf of Euroclear and Clearstream, Luxembourg will be transferable only in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be. References to Euroclear or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

## **2. Transfers of Registered Notes**

### **(a) *Transfers of interests in Registered Global Notes***

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear or Clearstream, Luxembourg 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. A Registered Global Note may be transferred only to a successor clearing organisation. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for Definitive Registered Notes or for a beneficial interest in another Registered Global Note only in the Specified Denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement.

### **(b) *Transfers of Definitive Registered Notes***

Subject as provided in paragraph (e) below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Definitive Registered Note may be transferred in whole or in part (in the Specified Denominations set out in the applicable Final Terms). In order to effect any such transfer (i) the holder or holders must (A) surrender the Definitive Registered Note for registration of the transfer of the Definitive Registered Note (or the relevant part of the Definitive Registered Note) at the specified office of the Registrar or any Transfer 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 Transfer Agent and (ii) the Registrar or, as the case may be, the relevant Transfer 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 regulations being set out in Schedule 2 to the Agency Agreement). Subject as provided above, the Registrar or, as the case may be, the relevant Transfer 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 Transfer 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 Definitive Registered Note of a like aggregate nominal amount to the Definitive Registered Note (or the relevant part of the Definitive Registered Note) transferred. In the case of the transfer of part only of a Definitive Registered Note, a new Definitive Registered Note in respect of the balance of the Definitive Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor. The Registrar will promptly notify the Issuer of any change made to the Register and the Issuer will, upon receipt of any such notice, update the Issuer Register accordingly.

(c) *Registration of transfer upon partial redemption*

In the event of a partial redemption of Notes under Condition 7 (*Redemption and Purchase*), the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

(d) *Costs of registration*

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and 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.

(e) *Exchanges and transfers of Registered Notes generally*

Holders of Definitive Registered Notes may exchange such Notes for interests in a Registered Global Note of the same type at any time. Transfers by the holder of, or of a beneficial interest in a Registered Global Note may not be made except (i) to the Issuer or any affiliate thereof or (ii) outside the United States to or for the account of a non-U.S. person in compliance with Rule 903 or Rule 904 of Regulation S under the Securities Act.

(f) *Definitions*

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

**"Regulation S"** means Regulation S under the Securities Act;

**"Regulation S Global Note"** means a Registered Global Note representing Notes sold outside the United States in reliance on Regulation S; and

**"Securities Act"** means the United States Securities Act of 1933, as amended.

**3. Status of the Notes; Guaranteed Notes**

(a) *Status of the Notes*

The Notes, Coupons and Receipts are secured, limited recourse obligations of the Issuer, ranking *pari passu* without any preference among themselves, which are secured in the manner described in Condition 8 (*Compartment Assets*) and recourse in respect of which is limited in the manner described in Condition 8 (*Compartment Assets*).

Unless Waiver of Set-Off is specified as not applicable in the applicable Final Terms, no Noteholder (and, if applicable, any Couponholder or Receiptholder) may at any time exercise or claim any Waived Set-Off Rights against any right, claim, or liability the Issuer (or, the Guarantor) has or may have or acquire against such holder, directly or indirectly, howsoever arising (and, for the avoidance of doubt, including all such rights, claims and liabilities arising under or in relation to any and all agreements or other instruments of any sort or any non-contractual obligations, in each case whether or not relating to such Note, Receipt or Coupon) and each such holder shall be deemed to have waived all Waived Set-Off Rights to the fullest extent permitted by applicable law in relation to all such actual and potential rights, claims and liabilities.

For the avoidance of doubt, nothing in this Condition 3(a) is intended to provide or shall be construed as acknowledging any right of deduction, set-off, netting, compensation, retention or counterclaim or that any such right is or would be available to any holder of any Note, Receipt or Coupon but for this Condition 3(a).

For the purposes of this Condition 3(a), "**Waived Set-Off Rights**" means any and all rights of or claims of any Noteholder, Receiptholder or Couponholder for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any such Note, Receipt or Coupon.

(b) *Guaranteed Notes*

If the Notes are "**Guaranteed Notes**" as specified in the applicable Final Terms, and subject to the satisfaction of the conditions set out therein and in the relevant provisions of the Trust Deed applicable to such Notes, certain payment obligations of the Issuer in respect of such Guaranteed Notes will have the benefit of a guarantee (the "**Guarantee**") in favour of the Trustee (for itself, and as trustee for holders of such Guaranteed Notes) made by BNP Paribas (in such capacity, the "**Guarantor**").

The obligations of BNP Paribas as Guarantor under any Guarantee are senior preferred (within the meaning of Article L.613-30-3-I-3° of the French Code *monétaire et financier*) and unsecured obligations of the Guarantor and will rank pari passu with all its other present and future senior preferred and unsecured obligations, subject to such exceptions as may from time to time be mandatory under French law.

(c) *Subrogation of the Guarantor*

Under the Guarantee, the Guarantor will be subrogated to any rights of the holders of the Guaranteed Notes and the Trustee against the Issuer to the fullest extent permitted by applicable law and to the extent of such payment in respect of amounts due in respect of the Notes which have been paid by the Guarantor under the Guarantee.

#### 4. **Restrictions**

(a) The Issuer has covenanted in the Trust Deed that, *inter alia*, so long as any of the Notes remains outstanding, it will not, without the prior written consent of the Trustee:

(i) engage in any activity or do anything whatsoever, except:

- (A) issue instruments which are subject to the Securitisation Act 2004 and the enforcement and limited recourse provisions of the Trust Deed or any other relevant agreement ("**Permitted Instruments**", provided that such term shall include, without limitation, Related Agreements, warrants, certificates, Notes, Further Notes and Related Notes (each as defined below));
- (B) otherwise incur indebtedness (any such indebtedness, "**Permitted Indebtedness**") in respect of moneys borrowed or raised where such indebtedness is incurred on terms that it is subject to, and in compliance with, the Securitisation Act 2004 and/or is secured on assets or other property which are not part of the Charged Assets and on terms which provide for the extinguishment of all claims in respect of such indebtedness after application of the proceeds of the assets or property on which such indebtedness is secured;
- (C) enter into any deed or agreement of any kind related to any Permitted Instrument or Permitted Indebtedness, but provided always other than in the case of any Related Notes that any such deed or agreement is entered into on terms that the obligations of the Issuer thereunder relate to a compartment of specified assets of the Issuer (other than its share capital) which does not form part of the Charged Assets and on terms which provide for extinguishment of all claims in respect of

such obligations after application of the assets on which such indebtedness is secured;

- (D) acquire, or enter into any agreement constituting, the collateral in respect of any Permitted Instrument or the assets securing any Permitted Indebtedness to enable it to discharge its obligations under such Permitted Instrument or Permitted Indebtedness;
- (E) perform its obligations under each Permitted Instrument or Permitted Indebtedness, or any deed or agreement incidental to the issue and constitution of, or the granting of security for, any Permitted Instrument or Permitted Indebtedness;
- (F) enforce any of its rights whether under any deed or agreement entered into in relation to any Permitted Instrument or Permitted Indebtedness;
- (G) perform any act incidental to or necessary in connection with any of the above; or
- (H) as permitted by the Conditions;
- (ii) have any subsidiaries;
- (iii) have any employees;
- (iv) dispose of any of its property or other assets or any part thereof or interest therein (subject (A) to this subparagraph (a) and (B) as provided in the terms and conditions relating to any Permitted Instrument or the terms and conditions relating to any Permitted Indebtedness);
- (v) issue any further fungible Notes or Related Notes unless the trustee and/or guarantor thereof is the same person as, respectively, the Trustee and/or, as the case may be, the Guarantor for the Notes;
- (vi) pay any dividend or make any other distribution to its members other than in respect of any shares issued by SecurAsset S.A. acting through a compartment where such dividend or other distribution is funded solely from the profits of such compartment in accordance with the articles of association of the Issuer;
- (vii) guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others;
- (viii) pledge its assets for the benefit of any other entity or make any loans or advances to any entity (other than in respect of or in connection with Permitted Instruments and Permitted Indebtedness); or
- (ix) consolidate or merge with any other person.
- (b) The Issuer has covenanted in the Trust Deed that, *inter alia*, save with the prior written consent of the Trustee, the Issuer shall, so long as any of the Notes remains outstanding:
  - (i) maintain proper books and records, accounts and financial statements for each Compartment and for the Issuer;
  - (ii) hold itself out as a separate entity, conduct its business in its own name and maintain an arm's length relationship with its affiliates (if any);
  - (iii) notify the Trustee in writing immediately on becoming aware of the occurrence of any Event of Default or Potential Event of Default or the proposed mandatory redemption of any Note;
  - (iv) provide the Trustee with certain certificates within specified timeframes that no Event of Default or Potential Event of Default has occurred since the Certification Date of the last certificate or the date of the Trust Deed, or, if such an event has occurred, giving details of it;



- (v) for each Series send to the Trustee at least 48 hours (if practicable) before it is to be issued the form of each notice to be given to the Noteholders and, once given, two copies of each such notice;
- (vi) forthwith upon request by the Trustee give notice to the Noteholders of any Series of any unconditional payment to the Issuing and Paying Agent or the Trustee of any sum due in respect of the Notes, the Receipts or Coupons of such Series made after the due date for such payment;
- (vii) in relation to each Series:
  - (A) comply and procure that each of the parties thereto complies with its obligations under the Agency Agreement, any Swap Agreement, any Deposit Agreement or any Repurchase Agreement; and
  - (B) procure that any Swap Counterparty gives the Trustee notice of any substitution of the Compartment Assets with substitute securities or cash substitute in accordance with the terms of Condition 8(f) (*Compartment Assets substitution by Swap Counterparty*);
- (viii) not commingle its assets with those of any other entity; and
- (ix) observe all formalities required by its memorandum and articles of association (including maintaining adequate capital for its operations).

## 5. Interest

### (a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) specified per annum (or otherwise) equal to the Rate(s) of Interest. Interest will accrue in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date) to (but excluding) the next (or first) Interest Period End Date (each such latter date the "**Interest Period End Final Date**" for the relevant Interest Period)). Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date. If an Interest Payment Date falls after the Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date. If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day on the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) the Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or
- (ii) the Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be shall be brought forward to the immediately preceding Business Day; or
- (iii) the Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

If no Business Day Convention is specified as applicable to an Interest Period End Date in the applicable Final Terms and the Notes are in definitive form:

- (A) the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) the Interest Period End Final Date in respect of such Interest Period, will amount to the Fixed Coupon Amount; and
- (B) the amount of interest payable on any other Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

Interest shall be calculated by applying the Rate of Interest to: (1) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or (2) in the case of Fixed Rate Notes in definitive form, the Calculation Amount, multiplying such sum by the applicable Day Count Fraction. The resultant figure shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention, or in the case of Dual Currency Interest Notes, converting the resulting figure into the Settlement Currency as provided in Condition 5(n) below.

Where the Specified Denomination of a Fixed Rate Note in definitive form comprises more than one Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

"**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.

(b) Interest on Floating Rate Notes

(i) *Interest Period End Dates and Interest Payment Dates*

Each Floating Rate Note bears interest on its nominal amount or pays interest in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date to (but excluding) the next (or first) Interest Period End Date (each such latter date the "**Interest Period End Final Date**" for the relevant Interest Period)). For the purposes of this Condition 5(b), "**Interest Period End Date**" shall mean either:

- (A) the specified Interest Period End Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Interest Period End Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Period End Date or, in the case of the first Interest Period End Date, after the Interest Commencement Date.

Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date. If an Interest Payment Date falls after an Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date.

If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day in the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 5(b)(i)(A) above, the Floating Rate Convention, such Interest Period End Date or Interest Payment Date, as the case may be, (I) in the case of (x) above,

shall be the last day that is a Business Day in the relevant month and the provisions of (2) below shall apply *mutatis mutandis* or (II) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (aa) such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day and (bb) each subsequent Interest Period End Date or Interest Payment Date, as the case may be, shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Period End Date or Interest Payment Date, as the case may be, occurred; or

- (2) the Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or
- (4) the Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

In these Conditions, "**Business Day**" means a day which is both:

- (a) a day (other than Saturday or Sunday) 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 any Additional Business Centre specified in the applicable Final Terms; and
- (b) either (i) 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) or (ii) in relation to any sum payable in euro, a day (a "**T2 Settlement Day**") on which the real time gross settlement system operated by the Eurosystem or any successor or replacement for that system (the "**T2**" or the "**T2 System**") (or, if such system ceases to be operative, such system (if any) determined by the Calculation Agent to be a suitable replacement) is open or (iii) for the purposes of making payments 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).

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms.

(iii) *Determination of Rate of Interest and Calculation of Interest Amount*

The Calculation Agent will, on or as soon as practicable after each date on which the Rate of Interest is to be determined (the "**Interest Determination Date**"), determine the Rate of Interest (subject to any Minimum Interest Rate or Maximum Interest Rate specified in the applicable Final Terms) for the relevant Interest Period. The Calculation Agent will notify the Issuing and Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Calculation Agent will calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or
- (B) in the case of Floating Rate Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the Day Count Fraction (if any) specified in the applicable Final Terms and rounding the resultant figure to the nearest sub-unit (as defined above) of the relevant Specified Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with the applicable market convention and, in the case of Dual Currency Interest Notes, converting the resulting figure into the Settlement Currency as provided in Condition 5(n) below. Where the Specified Denomination of a Floating Rate Note in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

"**Calculation Period**" means each Interest Period, AER Calculation Period, FR Calculation Period, Call Calculation Period, Put Calculation Period, Final Fees Period, Call Fees Period or Put Fees Period or Inflation and Rate Calculation Period<sup>4</sup>, as applicable.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest for any Interest Period:

- (A) if "**Actual/Actual (ICMA)**" is specified in the applicable Final Terms:
  - (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Period End Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
  - (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (x) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and
    - (y) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;
- (B) if "**Actual/Actual (ISDA)**" or "**Actual/Actual**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

- (C) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;
- (D) if "**Actual/365 (Sterling)**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of a Calculation Period ending in a leap year, 366;
- (E) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;
- (F) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[(360 \times Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y1**" is the year expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 31 in which case D1, will be 30; and

"**D2**" is the calendar day expressed as a number immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

- (G) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[(360 \times Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31 in which case D1, will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30;

- (H) if "**30E/360 (ISDA)**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[(360 \times Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

- (I) if "**1/1**" is specified in the applicable Final Terms, the Day Count Fraction shall be equal to 1.

"**Determination Date(s)**" means the date(s) specified in the applicable Final Terms;

"**Determination Period**" means each period from (and including) a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the Interest Period End Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);

"**Reference Rate Fallback Event**" means, in relation to any Screen Page Reference Rate or AER Reference Rate, as applicable, any of the following, as determined by the Calculation Agent:

- (i) the Screen Page Reference Rate or AER Reference Rate, as applicable, ceasing to exist or ceasing to be published for a period of at least six (6) consecutive Business Days or having been permanently or indefinitely discontinued;
- (ii) the making of a public statement or publication of information (provided that, at the time of any such event, there is no successor administrator that will provide the Screen Page Reference Rate) by or on behalf of (i) the administrator of the Screen Page Reference Rate or AER Reference Rate, as applicable, or (ii) the supervisor, insolvency official, resolution authority, central bank or competent court having jurisdiction over such administrator stating that (x) the administrator has ceased or will cease permanently or indefinitely to provide the Screen Page Reference Rate or AER Reference Rate, as applicable, (y) the Screen Page Reference Rate or AER Reference Rate, as applicable, has been or will be permanently or indefinitely

discontinued, or (z) the Screen Page Reference Rate or AER Reference Rate, as applicable, has been or will be prohibited from being used or that its use has been or will be subject to restrictions or adverse consequences, either generally, or in respect of the Notes, provided that, if such public statement or publication mentions that the event or circumstance referred to in (x), (y) or (z) above will occur on a date falling later than three (3) months after the relevant public statement or publication, the Reference Rate Fallback Event shall be deemed to occur on the date falling three (3) months prior to such specified date (and not the date of the relevant public statement);

- (iii) it has or will prior to the next Interest Determination Date (as applicable), become unlawful for the Issuing and Paying Agent, the Calculation Agent or any other party responsible for determining the Screen Page Reference Rate or AER Reference Rate, as applicable, to calculate any payments due to be made to any Noteholder using the Screen Page Reference Rate or AER Reference Rate, as applicable (including, without limitation, under BMR, if applicable); or
- (iv) the making of a public statement or publication of information that any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Screen Page Reference Rate or AER Reference Rate, as applicable, or the administrator of the Screen Page Reference Rate or AER Reference Rate, as applicable, has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the use of the Screen Page Reference Rate or AER Reference Rate, as applicable, is not or will not be permitted under any applicable law or regulation, such that the Issuing and Paying Agent or the Calculation Agent or any other party responsible for determining the Screen Page Reference Rate or AER Reference Rate, as applicable, is unable to perform its obligations in respect of the Notes.

A change in the methodology of the Screen Page Reference Rate or AER Reference Rate, as applicable, shall not, absent the occurrence of one of the above, be deemed a Reference Rate Fallback Event.

Notwithstanding the foregoing, where the applicable Final Terms specifies that the relevant Day Count Fraction is "**unadjusted**", the Interest Period and the Interest Amount payable on any date shall not, unless otherwise provided in the applicable Final Terms, be affected by the application of any Business Day Convention.

(iv) *Linear Interpolation*

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Issuing and Paying Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms), the FBF Rate (where FBF Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Issuing and Paying Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

**"Designated Maturity"** means (A) in relation to Screen Rate Determination, the period of time designated in the Reference Rate or (B) in relation to FBF Determination, the period of time specified in the relevant FBF Rate.

(c) Interest on Linked Interest Notes

(i) *Interest Period End Dates and Interest Payment Dates*

Each Linked Interest Note bears interest on its nominal amount or pays interest in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date to (but excluding) the next (or first) Interest Period End Date (each such latter date the **"Interest Period End Final Date"** for the relevant Interest Period)). For the purposes of this Condition 5(c), **"Interest Period End Date"** shall mean either:

- (A) the specified Interest Period End Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Interest Period End Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Period End Date or, in the case of the first Interest Period End Date, after the Interest Commencement Date.

Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date. If an Interest Payment Date falls after an Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date.

If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day on the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 5(c)(i)(B) above, the Floating Rate Convention, such Interest Period End Date or Interest Payment Date, as the case may be, (I) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (2) below shall apply *mutatis mutandis* or (II) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (aa) such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day and (bb) each subsequent Interest Period End Date or Interest Payment Date, as the case may be, shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Period End Date or Interest Payment Date, as the case may be, occurred; or
- (2) the Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or



- (4) the Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Linked Interest Notes will be the Coupon Rate determined in the manner specified in the applicable Final Terms which Coupon Rate may comprise one or more Additional Coupons determined in the manner specified in the applicable Final Terms.

(iii) *Determination of Rate of Interest and Calculation of Interest Amount*

The Calculation Agent will, on or as soon as practicable after each date on which the Rate of Interest is to be determined (the "**Interest Determination Date**"), determine the Rate of Interest (subject to any Minimum Interest Rate or Maximum Interest Rate specified in the applicable Final Terms) for the relevant Interest Period. The Calculation Agent will notify the Issuing and Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Calculation Agent will calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Linked Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or

- (B) in the case of Linked Interest Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the Day Count Fraction (if any) specified in the applicable Final Terms and rounding the resultant figure to the nearest sub-unit (as defined above) of the relevant Specified Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with the applicable market convention and, in the case of Dual Currency Interest Notes, converting the resulting figure into the Settlement Currency as provided in Condition 5(n) below. Where the Specified Denomination of a Linked Interest Note in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

(d) ISDA, FBF and Screen Rate Determination

(i) *ISDA Determination*

Where ISDA Determination is specified in the applicable Final Terms as the manner in which a Rate of Interest, or Rate, as the case may be, is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent (as defined in the ISDA Definitions (as defined below)) for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the "**ISDA Definitions**") and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity is a period specified in the applicable Final Terms; and

- (C) the relevant Reset Date is either (x) if the applicable Floating Rate Option is based on the Euro-zone inter-bank offered rate ("**EURIBOR**") (or, in the event that EURIBOR has been discontinued, such other successor benchmark rate as the financial industry shall have accepted as a successor or substitute rate for EURIBOR), the first day of that Interest Period or (y) in any other case, as specified in the applicable Final Terms.

For the purposes of this sub-paragraph (i), "**Floating Rate**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Final Terms as greater than zero, the Minimum Rate of Interest shall be deemed to be zero.

(ii) *FBF Determination*

Where so specified in the applicable Final Terms, interest will be payable on such dates, at such a rate (the "**FBF Rate**") and in such amounts, plus or minus (as indicated in the applicable Final Terms) the Margin (if any), as would have been payable (regardless of any event of default or termination event thereunder) by the Issuer if it had entered into an interest rate swap transaction governed by an agreement in the form of the Master Agreement relating to transactions on forward financial instruments (an "**FBF Agreement**"), as in effect on the date of issue of the Notes, published by the *Fédération Bancaire Française* and evidenced by a Confirmation (as defined in the FBF Agreement) with the holder of the relevant Note under which:

- (A) the Issuer was the Floating Amount Payer;
- (B) the Issuing and Paying Agent or the Calculation Agent, as applicable, (as defined herein) was the Agent (as defined in the FBF Agreement) or as otherwise specified in the applicable Final Terms;
- (C) the Interest Commencement Date was the Transaction Date;
- (D) the lowest Specified Denomination was the Notional Amount;
- (E) the Interest Payment Dates were the Floating Amount Payment Dates; and
- (F) all other terms were as specified in the applicable Final Terms.

When the preceding sentence applies, in respect of each relevant Interest Payment Date:

- (1) the amount of interest determined for such Interest Payment Date will be the Interest Amount for the relevant Interest Period for the purposes of these Terms and Conditions as though determined under Condition 5(b)(iii) or Condition 5(c)(iii), as applicable;
- (2) the Rate of Interest for such Interest Period will be the Floating Rate (as defined in the FBF Agreement) determined by the Issuing and Paying Agent in accordance with the preceding sentence; and
- (3) the Issuing and Paying Agent or Calculation Agent, as applicable, will be deemed to have discharged its obligations under Condition 5(b)(iii) or Condition 5(c)(iii), as applicable below if it has determined the Rate of Interest and the Interest Amount payable on such Interest Payment Date in the manner provided in the preceding sentence.

(iii) *Screen Rate Determination*

- (A) EURIBOR or STIBOR

- (1) Where "Screen Rate Determination–IBOR" is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate, as the case may be, is to be determined, such Rate of Interest for each Interest Period 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 reference rate(s) (the "**Reference Rate(s)**") which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at the Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., Brussels time, in the case of EURIBOR or Stockholm time, in the case of STIBOR) (the "**Screen Page Reference Rate**") on the relevant Interest Determination Date plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant 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.

- (2) If the Relevant Screen Page is not available or if in the case of (1)(I), above, no such offered quotation appears on the Relevant Screen Page (or such replacement page on that service which displays the information) or, in the case of (1)(II), above, fewer than three such offered quotations appear, on the Relevant Screen Page (or such replacement page on that service which displays the information), in each case as at the Specified Time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Issuing and Paying Agent or the Calculation Agent, as applicable, with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 0.001 with 0.0005 being rounded upwards) of such offered quotations plus or minus (as applicable) the Margin (if any), all as determined by the Calculation Agent.

If on any Interest 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 Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 0.001, with 0.0005 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 Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the inter-bank market plus or minus (as applicable) the Margin (if any), as determined by the Calculation Agent.

If fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the Rate of Interest or Rate, as the case may be, for the relevant Interest Period shall be the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the inter-bank market applicable to the Reference Rate (which will be the Euro-zone inter-bank market, if the Reference Rate is EURIBOR, or the Stockholm inter-bank market, if the Reference Rate is STIBOR), (or, as the case may be, the quotations of such bank or banks to the Calculation Agent) plus or minus (as applicable) the Margin (if any), as determined by the Calculation Agent.

If the Rate of Interest or Rate, as the case may be, cannot be determined in accordance with the foregoing provisions of this Condition 5(d)(iii), the Rate of Interest or Rate, as the case may be, shall be equal to the last Reference Rate available on the Relevant Screen Page plus or minus (as appropriate) the Margin (if any), as determined by the Calculation Agent except that if the Calculation Agent determines that the absence of the quotation is due to the discontinuation of the Screen Page Reference Rate or the occurrence of a Reference Rate Fallback Event, then the Reference Rate will be determined in accordance with Condition 5(d)(iv) below.

**"Reference Banks"** means in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, or in the case of a determination of STIBOR, the principal office of four major banks in the Stockholm inter-bank market in each case selected by the Calculation Agent, or as specified in the applicable Final Terms.

**"Relevant Screen Page"** means the relevant screen page specified in the applicable Final Terms.

**"STIBOR"** means the Stockholm interbank offered rate.

(B) SONIA

Where "Screen Rate Determination – SONIA" is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate is to be determined, such Rate of Interest or Rate, as the case may be, for each Interest Period will be calculated in accordance with Condition 5(d)(iii)(B)(1) or 5(d)(iii)(B)(2) below, subject to the provisions of Condition 5(d)(iii)(B)(4).

- (1) Where the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily", the Rate of Interest or Rate, as the case may be, for each Interest Period will be the Compounded Daily SONIA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Issuing or Paying Agent or the Calculation Agent, as applicable.
- (2) Where the Calculation Method is specified in the applicable Final Terms as being "Weighted Average", the Rate of Interest or Rate, as the case may be, for each Interest Period will be the Weighted Average SONIA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Issuing and Paying Agent or the Calculation Agent, as applicable, on the Interest

Determination Date and the resulting percentage being rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

- (3) The following definitions shall apply for the purpose of this Condition 5(d)(iii)(B):

**"Compounded Daily SONIA"** means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) calculated by the Issuing and Paying Agent or the Calculation Agent, as applicable, on the relevant Interest Determination Date in accordance with the following formula:

- (x) if "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{SONIA}_{i-\text{PLBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d};$$

- (y) if "Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{SONIA}_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}; \text{ or}$$

- (z) if "SONIA Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left( \frac{\text{SONIA Index}_{\text{Final}}}{\text{SONIA Index}_{\text{Initial}}} - 1 \right) \times \frac{365}{d},$$

where, in each case, the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards;

**"d"** means the number of calendar days (x) if "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, in the relevant Interest Period, (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, in the relevant Observation Lookback Period or (z) if "SONIA Index with Observation Shift" is specified in the applicable Final Terms, from (and including) the day in relation to which SONIA IndexInitial is determined to (but excluding) the day in relation to which SONIA IndexFinal is determined;

**"d<sub>o</sub>"** means, (x) if "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, in respect of an Interest Period, the number of London Business Days in such Interest Period or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, in respect of an Observation Lookback Period, the number of London Business Days in such Observation Lookback Period;

**"i"** means a series of whole numbers from one to d<sub>o</sub>, each representing the relevant London Business Days in chronological order from (and including) the first London Business Day (x) if "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, in the relevant Interest Period or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, in the relevant Observation Lookback Period;

**"Lock-out Period"** means, in respect of an Interest Period, the period from (and including) the day following the Interest Determination Date to (but excluding) the Interest Period End Date falling at the end of such Interest Period;

**"London Business Day"** means 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 London;

**"Lookback Period"** or **"p"** means, in respect of an Interest Period where **"Lag"** or **"Shift"** is specified as the Observation Method in the applicable Final Terms, the number of London Business Days specified in the applicable Final Terms (or, if no such number is specified, five London Business Days);

**"n<sub>i</sub>"** means, in respect of a London Business Day *i*, the number of calendar days from (and including) such London Business Day *i* up to (but excluding) the following London Business Day;

**"Observation Lookback Period"** means, in respect of an Interest Period, the period from (and including) the date falling *p* London Business Days prior to the first day of the relevant Interest Period and ending on (but excluding) the date which is *p* London Business Days prior to the Interest Period End Date falling at the end of such Interest Period;

**"Reference Day"** means each London Business Day in the relevant Interest Period that is not a London Business Day falling in the Lock-out Period;

**"SONIA *i*"** means, in respect of a London Business Day *i*:

- (x) if **"Lock-out"** is specified as the Observation Method in the applicable Final Terms:
  - (1) in respect of any London Business Day *i* that is a Reference Day, the SONIA Rate in respect of the London Business Day immediately preceding such Reference Day; otherwise
  - (2) the SONIA Rate in respect of the London Business Day immediately preceding the Interest Determination Date for the relevant Interest Period; or
- (y) if **"Shift"** is specified as the Observation Method in the applicable Final Terms, the SONIA Rate for such London Business Day *i*;

**"SONIA Index"** means the rate of return of a daily compound interest investment in Sterling (with the daily Sterling Overnight Index Average (**"SONIA"**) as a reference rate for the calculation of interest) determined by the Calculation Agent on the Interest Determination Date by reference to the screen rate or index for compounded daily SONIA rates administered by the administrator of the SONIA reference rate that is published or displayed by such administrator or other information service from time to time at the relevant time on the relevant determination dates in respect of SONIA Index<sub>Initial</sub> and SONIA Index<sub>Final</sub>, as further specified in the applicable Final Terms;

**"SONIA Index<sub>Final</sub>"** means, with respect to an Interest Period, the SONIA Index determined in relation to the day falling *p* London Business Days prior to the Interest Period End Date falling at the end of such Interest Period;

**"SONIA Index<sub>Initial</sub>"** means, with respect to an Interest Period, the SONIA Index determined in relation to the day falling *p* London Business Days prior to the first day of such Interest Period;

**"SONIA<sub>i-pLBD</sub>"** means:

- (x) if **"Lag"** is specified as the Observation Method in the applicable Final Terms, in respect of a London Business Day *i*, the SONIA Rate in respect

of the London Business Day falling p London Business Days prior to such London Business Day i; or

- (y) if "Lock-out" is specified as the Observation Method in the applicable Final Terms, in respect of a London Business Day i, SONIA i in respect of such London Business Day i.

"**SONIA Rate**" means, in respect of any London Business Day, a reference rate equal to the daily SONIA rate for such London Business Day, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day; and

"**Weighted Average SONIA**" means:

- (x) where "Lag" is specified as the Observation Method in the applicable Final Terms, the sum of the SONIA Rate in respect of each calendar day during the relevant Observation Lookback Period divided by the number of calendar days during such Observation Lookback Period. For these purposes, the SONIA Rate in respect of any calendar day which is not a London Business Day shall be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding such calendar day; or
- (y) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, the sum of the SONIA Rate in respect of each calendar day during the relevant Interest Period divided by the number of calendar days in the relevant Interest Period, provided that, for any calendar day of such Interest Period falling in the Lock-out Period for the relevant Interest Period, the SONIA Rate for such calendar day will be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding the first day of such Lock-out Period. For these purposes, the SONIA Rate in respect of any calendar day which is not a London Business Day shall, subject to the preceding proviso, be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding such calendar day.

(C) SONIA Fallbacks

- (x) *If "Lag", "Lock-out" or "Shift" is specified as the Observation Method in the applicable Final Terms*

If, in respect of any London Business Day, the SONIA Rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), such SONIA Rate shall be:

- I.
  - (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at the close of business on the relevant London Business Day; plus
  - (ii) the arithmetic mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or

- II. if the Bank Rate under I(i) above is not available at the relevant time, either (A) the SONIA Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Business Day on which the SONIA Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (B) if this is more recent, the latest rate determined in accordance with I above, and

such rate shall be deemed to be the SONIA Rate for such London Business Day.

Notwithstanding the foregoing, in the event of the Bank of England publishing guidance as to (i) how the SONIA Rate is to be determined or (ii) any rate that is to replace the SONIA Rate, the Issuing and Paying Agent or the Calculation Agent, as applicable, shall follow such guidance to determine the SONIA Rate for so long as the SONIA Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest or Rate, as applicable, cannot be determined in accordance with the foregoing provisions in respect of an Interest Period, the Rate of Interest or Rate, as applicable, shall be (i) that determined as at the immediately preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest relating to the immediately preceding Interest Period); or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest or Rate, as applicable, which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (subject to the application of the relevant Margin or Maximum Rate of Interest or Minimum Rate of Interest in respect of such Interest Period).

- (y) *If "SONIA Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms*

If the relevant SONIA Index is not published or displayed by the administrator of the SONIA reference rate or other information service by 5.00 p.m. (London time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the SONIA reference rate or of such other information service, as the case may be) on the relevant Interest Determination Date, the Compounded Daily SONIA for the applicable Interest Period for which the SONIA Index is not available shall be "Compounded Daily SONIA" determined in accordance with Condition 3.4(c)(ii)(A) where (i) the "Observation Method" will be deemed to be "Shift" and (ii) the "Observation Lookback Period" will be deemed to be equal to p London Banking Days, as if those alternative elections had been made in the applicable Final Terms.



## (D) SOFR

Where "Screen Rate Determination – SOFR" is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate is to be determined, such Rate of Interest or Rate, as the case may be, for each Interest Period will be calculated in accordance with Condition 5(d)(iii)(D)I. or 5(d)(iii)(D)II. below, subject to the provisions of Condition 5(d)(iii)(D)IV.

- I. Where the Calculation Method is specified in the applicable Final Terms as being "SOFR Arithmetic Mean", the Rate of Interest or Rate, as the case may be, for each Interest Period will be the SOFR Arithmetic Mean plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date and the resulting percentage being rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.
- II. Where the Calculation Method is specified in the applicable Final Terms as being "SOFR Compound", the Rate of Interest or Rate, as the case may be, for each Interest Period will be the Compounded Daily SOFR on the relevant Interest Determination Date plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent.
- III. The following definitions shall apply for the purpose of this Condition 5(d)(iii)(D):

**"Bloomberg Screen SOFRRATE Page"** means the Bloomberg screen designated "SOFRRATE" or any successor page or service;

**"Compounded Daily SOFR"** means, with respect to an Interest Period, an amount equal to the rate of return for each calendar day during the Interest Period, compounded daily, calculated by the Calculation Agent on the Interest Determination Date in accordance with the following formula:

- (a) if "SOFR Compound with Lookback" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SOFR}_{i-\text{PUSBD}} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.

Where:

**"d"** means, in respect of an Interest Period, the number of calendar days in such Interest Period;

**"d<sub>0</sub>"** means, in respect of an Interest Period, the number of U.S. Government Securities Business Days in such Interest Period;

**"i"** means, in respect of an Interest Period, a series of whole numbers from one to d<sub>0</sub>, each representing the relevant U.S. Government Securities Business Days in chronological order from (and including) the first U.S.

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Government Securities Business Day in the such Interest Period;

**"Lookback Period"** or **"p"** means the number of U.S. Government Securities Business Days specified as such in the applicable Final Terms or, if no such number is specified, 5 U.S. Government Securities Business Days;

**"n<sub>i</sub>"** means, in respect of a U.S. Government Securities Business Day<sub>i</sub>, means the number of calendar days from (and including) such U.S. Government Securities Business Day<sub>i</sub> up to (but excluding) the following U.S. Government Securities Business Day; and

**"SOFR<sub>i-pUSBD</sub>"** means, in respect of a U.S. Government Securities Business Day<sub>i</sub>, SOFR in respect of the U.S. Government Securities Business Day falling the number of U.S. Government Securities Business Days equal to the Lookback Period prior to such U.S. Government Securities Business Day<sub>i</sub> (**"pUSBD"**), provided that, unless SOFR Cut-Off Date is specified as not applicable in the applicable Final Terms, SOFR<sub>i</sub> in respect of each U.S. Government Securities Business Day<sub>i</sub> in the period from (and including) the SOFR Cut-Off Date to (but excluding) the next occurring Interest Period End Date, will be SOFR<sub>i</sub> in respect of the SOFR Cut-Off Date for such Interest Period;

- (b) if "SOFR Compound with Observation Period Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.

Where:

**"d"** means, in respect of an Observation Period, the number of calendar days in such Observation Period;

**"d<sub>0</sub>"** means, in respect of an Observation Period, the number of U.S. Government Securities Business Days in the relevant Observation Period;

**"i"** means, in respect of an Observation Period, a series of whole numbers from one to d<sub>0</sub>, each representing the relevant U.S. Government Securities Business Days in chronological order from (and including) the first U.S. Government Securities Business Day in such Observation Period;

**"n<sub>i</sub>"** means, in respect of a U.S. Government Securities Business Day<sub>i</sub>, the number of calendar days from (and including) such U.S. Government Securities Business Day<sub>i</sub> up to (but excluding) the following U.S. Government Securities Business Day;

**"Observation Period"** means, in respect of an Interest Period, the period from (and including) the date falling the number of Observation Shift Days prior to the first day of such Interest Period and ending on (but excluding) the date that is the number Observation Shift Days prior to the next occurring Interest Period End Date in such Interest Period;

**"Observation Shift Days"** means the number of U.S. Government Securities Business Days specified in the applicable Final Terms or, if no such number is specified, 5 U.S. Government Securities Business Days; and

**"SOFR<sub>i</sub>"** means, in respect of each U.S. Government Securities Business Day<sub>i</sub>, the SOFR in respect of such U.S. Government Securities Business Day<sub>i</sub>;

- (c) if "SOFR Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left( \frac{SOFR\ Index_{Final}}{SOFR\ Index_{Initial}} - 1 \right) \times \frac{360}{d_c}$$

Where:

**"d<sub>c</sub>"** means, in respect of an Interest Period, the number of calendar days in such Interest Period;

**"Observation Shift Days"** means the number of U.S. Government Securities Business Days specified as such in the applicable Final Terms or, if no such number is specified, two U.S. Government Securities Business Days;

**"SOFR Index"** means with respect to any U.S. Government Securities Business Day, (i) the SOFR Index value as published by the NY Federal Reserve as such index appears on the NY Federal Reserve's Website at the SOFR Determination Time; or (ii) if the SOFR Index specified in (i) above does not so appear, unless both a SOFR Transition Event and its related SOFR Replacement Date have occurred, the SOFR Index as published in respect of the first preceding U.S. Government Securities Business Day for which the SOFR Index was published on the NY Federal Reserve's Website;

**"SOFR Index<sub>Final</sub>"** means, in respect of an Interest Period, the value of the SOFR Index on the date falling the number of U.S. Government Securities Business Days equal to the Observation Shift Days prior to the next occurring Interest Period End Date in such Interest Period; and

**"SOFR Index<sub>Initial</sub>"** means, in respect of an Interest Period, the value of the SOFR Index on the date falling the number of U.S. Government Securities Business Days equal to the Observation Shift Days prior to the first day of such Interest Period (or, in the case of the first Interest Period, the Interest Commencement Date);

**"NY Federal Reserve"** means the Federal Reserve Bank of New York;

**"NY Federal Reserve's Website"** means the website of the NY Federal Reserve, currently at [www.newyorkfed.org](http://www.newyorkfed.org), or any successor website of the NY Federal Reserve or the website of any successor administrator of SOFR;

**"Reuters Page USDSOFR="** means the Reuters page designated "USDSOFR=" or any successor page or service;

**"SOFR"** means the rate determined by the Calculation Agent in respect of a U.S. Government Securities Business Day, in accordance with the following provisions:

- (a) the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day that appears at approximately 3:00 p.m. (New York City time) (the **"SOFR Determination Time"**) on the NY Federal Reserve's Website on such U.S. Government Securities Business Day, as such rate is reported on the Bloomberg Screen SOFRRATE Page for such U.S. Government Securities Business Day or, if no such rate is reported on the Bloomberg Screen SOFRRATE Page, then the Secured Overnight Financing Rate that is reported on the Reuters Page USDSOFR= or, if no such rate is reported on the Reuters Page USDSOFR=, then the Secured Overnight Financing Rate that appears at approximately 3:00 p.m. (New York City time) on the NY Federal Reserve's Website on such U.S. Government Securities Business Day (the **"SOFR Screen Page"**); or
- (b) if the rate specified in (a) above does not so appear and the Calculation Agent determines that a SOFR Transition Event has not occurred, the Secured Overnight Financing Rate published on the NY Federal Reserve's Website for the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the NY Federal Reserve's Website;

**"SOFR Arithmetic Mean"** means, with respect to an Interest Period, the arithmetic mean of the SOFR for each calendar day during such Interest Period, as calculated by the Calculation Agent, provided that, the SOFR in respect of each calendar day during the period from (and including) the SOFR Cut-Off Date to (but excluding) the next occurring Interest Period End Date will be the SOFR on the SOFR Cut-Off Date. For these purposes, the SOFR in respect of any calendar day which is not a U.S. Government Securities Business Day shall, subject to the preceding proviso, be deemed to be the SOFR in respect of the U.S. Government Securities Business Day immediately preceding such calendar day;

**"SOFR Cut-Off Date"** means, unless specified as not applicable in the applicable Final Terms, in respect of an Interest Period, the fourth U.S. Government Securities Business Day prior to the next occurring Interest Period End Date in such Interest Period (or such other number of U.S. Government Securities Business Days specified in the applicable Final Terms); and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association ("**SIFMA**") recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

Notwithstanding paragraphs I. to III. above, if the Calculation Agent determines on or prior to the SOFR Determination Time, that a SOFR Transition Event and its related SOFR Replacement Date have occurred with respect to the relevant SOFR Benchmark (as defined below), then the provisions set forth in Condition 5(d)(iii)(D)IV. (*SOFR Replacement Provisions*) below will apply to all determinations of the Rate of Interest or Rate, as the case may be, for each Interest Period thereafter.

#### IV. SOFR Replacement Provisions

If the Calculation Agent determines at any time prior to the SOFR Determination Time on any U.S. Government Securities Business Day that a SOFR Transition Event and the related SOFR Replacement Date have occurred, the Calculation Agent will appoint an agent (the "**Replacement Rate Determination Agent**") which will determine the SOFR Replacement. The Replacement Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Settlement Currency as appointed by the Calculation Agent, (y) the Issuer or the Guarantor (if applicable), (z) an affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent or (zz) such other entity that the Calculation Agent determines to be competent to carry out such role.

In connection with the determination of the SOFR Replacement, the Replacement Rate Determination Agent will determine appropriate SOFR Replacement Conforming Changes.

Any determination, decision or election that may be made by the Calculation Agent or Replacement Rate Determination Agent (as the case may be) pursuant to these provisions, will (in the absence of manifest error) be conclusive and binding on the Issuer, the Calculation Agent, the Issuing and Paying Agent and the Noteholders.

Following the designation of a SOFR Replacement, the Calculation Agent may subsequently determine that a SOFR Transition Event and a related SOFR Replacement Date have occurred in respect of such SOFR Replacement, provided that the SOFR Benchmark has already been substituted by the SOFR Replacement and any SOFR Replacement Conforming Changes in connection with such substitution have been applied. In such circumstances, the SOFR Replacement shall be deemed to be the SOFR Benchmark and all relevant definitions shall be construed accordingly.

In connection with the SOFR Replacement provisions above, the following definitions shall apply:

"**2006 ISDA Definitions**" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended, updated

or supplemented as at the Issue Date of the first Tranche of Notes of such Series;

**"2021 ISDA Definitions"** means, in respect of a Series of Securities, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the Issue Date of the first Tranche of Securities of such Series, as published by ISDA on its website ([www.isda.org](http://www.isda.org));

**"ISDA Definitions"** means the 2006 ISDA Definitions or the 2021 ISDA Definitions, as specified in the applicable Final Terms;

**"ISDA Fallback Adjustment"** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of a SOFR Transition Event with respect to SOFR for the applicable tenor;

**"ISDA Fallback Rate"** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of a SOFR Transition Event with respect to SOFR for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**"Relevant Governmental Body"** means the Board of Governors of the Federal Reserve System and/or the NY Federal Reserve or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the NY Federal Reserve or any successor thereto;

**"SOFR Benchmark"** means (a) (unless "SOFR Compound" is specified as the Calculation Method and "SOFR Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms) SOFR or (b) SOFR Index, each as defined in Condition 5(d)(iii)(C)III. above;

**"SOFR Replacement"** means any one (or more) of the SOFR Replacement Alternatives to be determined by the Replacement Rate Determination Agent as of the SOFR Replacement Date if the Calculation Agent determines that a SOFR Transition Event and its related SOFR Replacement Date have occurred on or prior to the SOFR Determination Time in respect of any determination of the SOFR Benchmark on any U.S. Government Securities Business Day in accordance with:

- (a) the order of priority specified as the SOFR Replacement Alternatives Priority in the applicable Final Terms; or
- (b) if no such order of priority is specified, in accordance with the priority set forth below:
  - (i) Relevant Governmental Body Replacement;
  - (ii) ISDA Fallback Replacement; and
  - (iii) Industry Replacement,

Provided, in each case, that, if the Replacement Rate Determination Agent is unable to determine the SOFR Replacement in accordance with the first SOFR Replacement Alternative listed, it shall attempt to determine the SOFR Replacement in accordance with the each subsequent SOFR Replacement Alternative until a SOFR Replacement is determined. The SOFR Replacement will replace the then-current SOFR Benchmark for the purpose of determining the relevant Rate or Rate of Interest in respect of the relevant Interest Period and each subsequent Interest Period, subject to the occurrence of a subsequent SOFR Transition Event and related SOFR Replacement Date;

**"SOFR Replacement Adjustment"** means the first alternative set forth in the order below that can be determined by the Replacement Rate Determination Agent as of the applicable SOFR Replacement Date:

- (a) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted SOFR Replacement;
- (b) if the applicable Unadjusted SOFR Replacement is equivalent to the ISDA Fallback Rate, the ISDA Spread Adjustment; or
- (c) the spread adjustment (which may be a positive or negative value or zero) determined by the Replacement Rate Determination Agent giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current SOFR Benchmark with the applicable Unadjusted SOFR Replacement for U.S. dollar-denominated floating rate securities at such time;

**"SOFR Replacement Alternatives"** means:

- (a) the sum of: (i) the alternative rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current SOFR Benchmark for the relevant Interest Period and (ii) the SOFR Replacement Adjustment (the **"Relevant Governmental Body Replacement"**);
- (b) the sum of: (i) the ISDA Fallback Rate and (ii) the SOFR Replacement Adjustment (the **"ISDA Fallback Replacement"**); or
- (c) the sum of: (i) the alternative rate that has been selected by the Replacement Rate Determination Agent as the replacement for the then-current SOFR Benchmark for the relevant Interest Period giving due consideration to any industry-accepted rate as a replacement for the then-current SOFR Benchmark for U.S. dollar-denominated floating rate securities at such time and (ii) the SOFR Replacement Adjustment (the **"Industry Replacement"**);

**"SOFR Replacement Conforming Changes"** means, with respect to any SOFR Replacement, any technical, administrative or operational changes (including, but not limited to, changes to timing and frequency of determining rates with respect to each interest period and making payments of interest, rounding of amounts or tenors, day count fractions, business day convention and other administrative matters) that the Replacement Rate Determination Agent decides may be appropriate to reflect the adoption of such SOFR Replacement in a manner substantially consistent with market practice (or, if the Replacement Rate Determination Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Replacement Rate Determination Agent determines that no market practice for use of the SOFR Replacement exists, in such other manner as the Replacement Rate Determination Agent or the Calculation Agent, as the case may be, determines is reasonably necessary, acting in good faith and in a commercially reasonable manner);

**"SOFR Replacement Date"** means the earliest to occur of the following events with respect to the then-current SOFR Benchmark (including the daily published component used in the calculation thereof):

- (a) in the case of sub-paragraphs (a) or (b) of the definition of "SOFR Transition Event" the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the SOFR Benchmark permanently or indefinitely ceases to provide the SOFR Benchmark (or such component); or
- (b) in the case of sub-paragraph (c) of the definition of "SOFR Transition Event" the date of the public statement or publication of information referenced therein; or
- (c) in the case of sub-paragraph (d), the last such consecutive U.S. Government Securities Business Day on which the SOFR Benchmark has not been published,

provided that, in the event of any public statements or publications of information as referenced in sub-paragraphs (a) or (b) above, should such event or circumstance referred to in such a public statement or publication occur on a date falling later than three (3) months after the relevant public statement or publication, the SOFR Transition Event shall be deemed to occur on the date falling three (3) months prior to such specified date (and not the date of the relevant public statement or publication).

For the avoidance of doubt, if the event giving rise to the SOFR Replacement Date occurs on the same day as, but earlier than, the SOFR Determination Time in respect of any determination, the SOFR Replacement Date will be deemed to have occurred prior to the SOFR Determination Time for such determination.

**"SOFR Transition Event"** means the occurrence of any one or more of the following events with respect to the then-current SOFR Benchmark (including the daily published component used in the calculation thereof):



- (a) a public statement or publication of information by or on behalf of the administrator of the SOFR Benchmark (or such component, if relevant) announcing that such administrator has ceased or will cease to provide the SOFR Benchmark (or such component, if relevant), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component, if relevant);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component, if relevant), the central bank for the currency of the SOFR Benchmark (or such component, if relevant), an insolvency official with jurisdiction over the administrator for the SOFR Benchmark (or such component, if relevant), a resolution authority with jurisdiction over the administrator for SOFR (or such component, if relevant) or a court or an entity with similar insolvency or resolution authority over the administrator for the SOFR Benchmark (or such component, if relevant), which states that the administrator of the SOFR Benchmark (or such component, if relevant) has ceased or will cease to provide the SOFR Benchmark (or such component, if relevant) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component, if relevant);
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark (or such component, if relevant) announcing that the SOFR Benchmark (or such component, if relevant) is no longer representative, the SOFR Benchmark (or such component, if relevant) has been or will be prohibited from being used or that its use has been or will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or
- (d) the SOFR Benchmark is not published by its administrator (or a successor administrator) for six (6) consecutive U.S. Government Securities Business Days; and

**"Unadjusted Benchmark Replacement"** means the SOFR Replacement prior to the application of any SOFR Replacement Adjustment.

(E) €STR

- I. Where "Screen Rate Determination – €STR" is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate is to be determined, such Rate of Interest or Rate, as the case may be, for each Interest Period, will be Compounded Daily €STR plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent,

calculated in accordance with this Condition 5(d)(iii)(E)I., subject to the provisions of Condition 5(d)(iii)(E)II.

For the purposes of this Condition 5(d)(E), the following definitions shall apply:

**"Compounded Daily €STR"** means, with respect to an Interest Period, the rate of return of a daily compound interest investment in euro (with the daily euro short term rate as the reference rate for the calculation of interest) calculated by the Calculation Agent on the relevant Interest Determination Date, in accordance with the following formula:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{Relevant } \text{€STR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where the resulting percentage will be rounded (if necessary) to the nearest fifth decimal place, with 0.000005 being rounded upwards;

**"d"** means the number of calendar days in (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Lookback Period;

**"d<sub>0</sub>"** means the number of T2 Business Days in (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Lookback Period;

**"€STR"** means, in respect of any T2 Business Day, the reference rate equal to the daily euro short term rate (€STR) for such T2 Business Day as provided by the European Central Bank, as the administrator of such rate (or any successor administrator of such rate) on the website of the European Central Bank at <https://www.ecb.europa.eu/home/html/index.en.html>, or any successor website or the website of any successor administrator for the publication of such rate (the **"ECB Website"**) on such T2 Business Day or if the ECB Website is unavailable as otherwise published by or on behalf of the relevant administrator;

**"€STR<sub>i-pTBD</sub>"** means, in respect of any T2 Business Day i, €STR for the T2 Business Day falling p T2 Business Days prior to the relevant T2 Business Day i;

**"i"** means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant T2 Business Day in chronological order from, and including, the first T2 Business Day in (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Lookback Period;

"**Lookback Period**" or "**p**" means, in respect of an Interest Period, the number of T2 Business Days specified in the applicable Final Terms (or, if no such number is specified, five T2 Business Days);

"**n<sub>i</sub>**" means, in respect of any T2 Business Day i, the number of calendar days from (and including) such T2 Business Day i to (but excluding) the following T2 Business Day;

"**Observation Lookback Period**" means, in respect of an Interest Period, the period from (and including) the date falling p T2 Business Days prior to the first day of the relevant Interest Period and ending on (but excluding) the date which is p T2 Business Days prior to the Interest Period End Date falling at the end of such Interest Period;

"**Relevant €STR<sub>i</sub>**" means, in respect of any T2 Business Day i:

- (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, €STR<sub>i-pTBD</sub>; or
- (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, €STR<sub>i</sub>, where €STR<sub>i</sub> is, in respect of any T2 Business Day i falling in the relevant Observation Lookback Period, €STR for such day; and

"**T2 Business Day**" means a day on which the T2 System is open.

## II. €STR Fallback provisions

### (1) *A €STR Transition Event has occurred*

If the Calculation Agent determines at any time prior to the €STR Reference Time on any T2 Business Day that a €STR Transition Event and the related €STR Replacement Date have occurred, the Calculation Agent will appoint an agent (the "**Replacement Rate Determination Agent**") which will determine the €STR Replacement. The Replacement Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Settlement Currency as appointed by the Calculation Agent, (y) the Issuer or the Guarantor (if applicable), (z) an affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent or (aa) such other entity that the Calculation Agent determines to be competent to carry out such role. In connection with the determination of the €STR Replacement:

- (a) the €STR Replacement will replace the then-current €STR Benchmark for all purposes relating to the relevant Notes in respect of such determination on such date and all determinations on all subsequent dates;
- (b) the Replacement Rate Determination Agent may make €STR Replacement Conforming Changes with respect to the relevant Notes from time to time;

- (c) any determination, decision or election that may be made by the Replacement Rate Determination Agent pursuant to this Condition 5(d)(iii)(E)II. including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, in each case, solely with respect to the relevant Notes, will be conclusive and binding absent manifest error, will be made by the Replacement Rate Determination Agent acting in good faith and a commercially reasonable manner;
  - (d) to the extent that there is any inconsistency between this Condition and any other Terms and Conditions, this Condition 5(d)(iii)(E)II. shall prevail with respect to any Notes for which the Rate of Interest or Rate is calculated in accordance with this Condition 5(d)(iii)(E)II.;
  - (e) the Calculation Agent may determine that it is appropriate for a €STR Replacement to replace the then-current €STR Benchmark and apply any €STR Replacement Conforming Changes in respect of any subsequent €STR Transition Event; and
  - (f) where a €STR Transition Event or details of it are announced prior to the relevant €STR Replacement Date then the Replacement Rate Determination Agent may on or after such earlier announcement date give notice to Noteholders in accordance with Condition 18 (*Notices*) of the relevant changes which will be made to the Notes, provided that, such changes will only take effect as of the €STR Replacement Date.
- (2) *A €STR Transition Event has not occurred and the €STR Benchmark is unavailable*

If, by the relevant €STR Reference Time on a relevant determination date, the €STR Benchmark is unavailable in respect of such determination date and a €STR Transition Event has not occurred, then the rate for such determination date will be the €STR Benchmark, where applicable, of the Corresponding Tenor, as provided by the administrator of the €STR Benchmark and published by an alternative authorised distributor or by or on behalf of the administrator of the €STR Benchmark itself. If no such rate has been published by the Rate Cut-Off Time specified in the applicable Final Terms (or if no time is so specified, 4 p.m. (London time)), then the rate for such determination date will be the rate determined by the Calculation Agent to be a commercially reasonable alternative for the €STR Benchmark by applying one of the following rates:

- (a) a rate formally recommended for use by the administrator of the €STR Benchmark; or

- (b) a rate formally recommended for use by the Relevant Governmental Body or any other supervisor which is responsible for supervising the €STR Benchmark or the administrator of the €STR Benchmark,

in each case, during the period of non-publication of the €STR Benchmark and for so long as a €STR Transition Event has not occurred. If a rate described in sub-paragraph (a) is available, the Calculation Agent shall apply that rate. If no such rate is available, but a rate described in sub-paragraph (b) is available, the Calculation Agent shall apply that rate. If neither a rate described in sub-paragraph (a) nor a rate described in sub-paragraph (b) is available, then the Calculation Agent shall determine a commercially reasonable alternative for the €STR Benchmark taking into account, where available, any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing the €STR Benchmark that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

(3) *€STR Fallback Definitions*

Notwithstanding any other definitions to the contrary in these Terms and Conditions, the following definitions shall apply with respect to this Condition 5(d)(iii)(E):

**"2006 ISDA Definitions"** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended, updated or supplemented as at the Issue Date of the first Tranche of Notes of such Series;

**"2021 ISDA Definitions"** means, in respect of a Series of Securities, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the Issue Date of the first Tranche of Securities of such Series, as published by ISDA on its website ([www.isda.org](http://www.isda.org));

**"Corresponding Tenor"** with respect to a €STR Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current €STR Benchmark.

**"€STR Benchmark"** means, initially, Compounded Daily €STR (as defined in Condition 5(d)(iii)(E) above) of the appropriate tenor (if applicable), provided that, if a €STR Transition Event and its related €STR Replacement Date have occurred with respect to Compounded Daily €STR, or the then-current €STR Benchmark, then "€STR Benchmark" means the applicable €STR Replacement.

**"€STR Reference Time"** with respect to any determination of the €STR Benchmark means 11:00 am (Brussels time) on the T2

Business Day immediately following the date of such determination.

**"€STR Replacement"** means the first alternative set forth in the order below that can be determined by the Replacement Rate Determination Agent as of the €STR Replacement Date:

- (a) the ISDA Fallback Rate;
- (b) the alternative rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current €STR Benchmark, where applicable, for the applicable Corresponding Tenor; or
- (c) the alternative rate of interest that has been selected by the Replacement Rate Determination Agent as the replacement for the then-current €STR Benchmark, where applicable for the applicable Corresponding Tenor, giving due consideration to any industry-accepted rate of interest as a replacement for the then-current €STR Benchmark for floating rate securities denominated in the currency of the €STR Benchmark (the "Relevant Benchmark Currency") calculated at such time.

**"€STR Replacement Conforming Changes"** means, with respect to any €STR Replacement, any technical, administrative or operational changes (including, but not limited to, timing and frequency of determining rates with respect to each interest period and making payments of interest, rounding of amounts or tenors, day count fractions, business day convention, amendments to any other Condition and other administrative matters) that the Replacement Rate Determination Agent decides may be appropriate to reflect the adoption of such €STR Replacement in a manner substantially consistent with market practice (or, if the Replacement Rate Determination Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Replacement Rate Determination Agent determines that no market practice for use of the €STR Replacement exists, in such other manner as the Replacement Rate Determination Agent or the Calculation Agent, as the case may be, determines is reasonably necessary, acting in good faith and in a commercially reasonable manner).

**"€STR Replacement Date"** means the earliest to occur of the following events with respect to the then-current €STR Benchmark:

- (a) in the case of paragraph (a) or (b) of the definition of "€STR Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the €STR Benchmark permanently or indefinitely ceases to provide such €STR Benchmark; or

- (b) in the case of paragraph (c) of the definition of "€STR Transition Event", the date of the public statement or publication of information referenced therein,

for the avoidance of doubt, if the event giving rise to the €STR Replacement Date occurs on the same day as, but earlier than, the €STR Reference Time in respect of any determination, the €STR Replacement Date will be deemed to have occurred prior to the €STR Reference Time for such determination.

**"€STR Transition Event"** means the occurrence of one or more of the following events with respect to the then-current €STR Benchmark:

- (a) a public statement or publication of information by or on behalf of the administrator of the €STR Benchmark announcing that the administrator has ceased or will cease to provide the €STR Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the €STR Benchmark;
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the €STR Benchmark, the central bank for the currency of the €STR Benchmark, an insolvency official with jurisdiction over the administrator for the €STR Benchmark, a resolution authority with jurisdiction over the administrator for the €STR Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the €STR Benchmark, which states that the administrator of the €STR Benchmark has ceased or will cease to provide the €STR Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the €STR Benchmark; or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of the €STR Benchmark announcing that the €STR Benchmark is no longer representative, the €STR Benchmark has been or will be prohibited from being used or that its use has been or will be subject to restrictions or adverse consequences, either generally or in respect of the Notes.

**"ISDA Definitions"** means the 2006 ISDA Definitions or the 2021 ISDA Definitions, as specified in the applicable Final Terms.

**"ISDA Fallback Adjustment"** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the €STR Benchmark for the applicable tenor.

**"ISDA Fallback Rate"** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of a €STR Transition Event with respect to the €STR Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

**"Rate Cut-off Time"** has the meaning given to it in the applicable Final Terms.

**"Relevant Governmental Body"** means the European Central Bank (including any board thereof) or any committee officially endorsed and/or convened thereby.

(F) SARON

- I. Where "Screen Rate Determination – SARON" is specified in the applicable Final Terms as the manner in which the Rate of Interest or Rate is to be determined, such Rate of Interest or Rate, as the case may be, for each Interest Period will be Compounded Daily SARON plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent, calculated in accordance with this Condition 5(d)(iii)(G)I., subject to the provisions of Condition 5(d)(iii)(G)II.

The following definitions shall apply for the purpose of this Condition 5(d)(iii)(G):

**"Compounded Daily SARON"** means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Swiss francs (with the daily overnight interest rate of the secured funding market for Swiss franc as the reference rate for the calculation of interest) calculated by the Calculation Agent on the relevant Interest Determination Date, in accordance with the following formula:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SARON}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where the resulting percentage will be rounded (if necessary) to the nearest fifth decimal place, with 0.000005 being rounded upwards.

**"d"** means, in respect of a SARON Observation Period, the number of calendar days in such SARON Observation Period;

**"d<sub>0</sub>"** means, in respect of a SARON Observation Period, the number of Zurich Banking Days in such SARON Observation Period;

**"i"** means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant Zurich Banking Days in the relevant SARON Observation Period in chronological order from, and including, the first Zurich Banking Day in such SARON Observation Period;



**"Lookback Period"** or **"p"** means, in respect of an Interest Period, the number of Zurich Banking Days specified in the applicable Final Terms (or, if no such number is specified, five Zurich Banking Days);

**"n<sub>i</sub>"** means, in respect of any Zurich Banking Day *i*, the number of calendar days from (and including) such Zurich Banking Day *i* to (but excluding) the first following Zurich Banking Day;

**"SARON"** means, in respect of any Zurich Banking Day:

- (a) the Swiss Average Rate Overnight for such Zurich Banking Day published by the SARON Administrator on the Relevant Screen Page (or such replacement page which displays the information) at the SARON Reference Time;
- (b) if such rate is not so published on the Relevant Screen Page at the SARON Reference Time on such Zurich Banking Day, other than as a consequence of a SARON Index Cessation Event for which a SARON Index Cessation Effective Date has occurred at or prior to the SARON Reference Time on such Zurich Banking Day, the Swiss Average Rate Overnight published on the Relevant Screen Page for the first preceding Zurich Banking Day for which the Swiss Average Rate Overnight was published on the Relevant Screen Page; or
- (c) if such rate is not so published on the Relevant Screen Page at the SARON Reference Time on such Zurich Banking Day as a consequence of a SARON Index Cessation Event for which a SARON Index Cessation Effective Date has occurred at or prior to the SARON Reference Time on such Zurich Banking Day, the SARON Replacement determined in accordance with Condition 5(d)(iii)(F)II. below;

**"SARON Administrator"** means SIX Swiss Exchange AG (or any successor administrator);

**"SARON Observation Period"** means, in respect of an Interest Period, the period from (and including) the date falling *p* Zurich Banking Days prior to the first day of the relevant Interest Period and ending on (but excluding) the date which is *p* Zurich Banking Days prior to the Interest Period End Date falling at the end of such Interest Period;

**"SARON Reference Time"** means, in respect of any Zurich Banking Day, the close of trading on the trading platform of SIX Repo AG (or any successor thereto) on such Zurich Banking Day, which is expected to be at or around 6 p.m. (Zurich time);

**"SARON<sub>i</sub>"** means, in respect of any Zurich Banking Day *i*, SARON as provided by the SARON Administrator to, and published by, authorised distributors of SARON in respect of that

day at the SARON Reference Time (or any amended publication time as specified by the SARON Administrator in the SARON benchmark methodology) on such Zurich Banking Day; and

**"Zurich Banking Day"** means any day (other than a Saturday and Sunday) on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in Zurich.

## II. SARON Replacement Provisions

- (1) If the Calculation Agent determines at any time prior to the SARON Reference Time on any Zurich Banking Day that a SARON Index Cessation Event and the related SARON Index Cessation Effective Date have occurred, the Calculation Agent shall determine the SARON Replacement.

If there is no Recommended SARON Replacement Rate and the SNB Policy Rate for any Zurich Banking Day with respect to which SARON is to be determined has not been published on such Zurich Banking Day (the **"Affected Zurich Banking Day"**), then the Calculation Agent will appoint an agent (the **"Replacement Rate Determination Agent"**) on or prior to the first Zurich Banking Day in respect of which a SARON Index Cessation Event and related SARON Index Cessation Effective Date have occurred and for which the SNB Policy Rate has not been published. The Replacement Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Settlement Currency as appointed by the Calculation Agent, (y) the Issuer or the Guarantor (if applicable), (z) an affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent or (aa) such other entity that the Calculation Agent determines to be competent to carry out such role.

The Replacement Rate Determination Agent will determine whether to use an alternative rate to SARON for the Affected Zurich Banking Day and for all subsequent Zurich Banking Days in the SARON Observation Period in which the Affected Zurich Banking Day falls (the **"Affected SARON Observation Period"**) and all SARON Observation Periods thereafter.

For the purposes of determining the Rate of Interest or Rate, as the case may be:

- (a) the Replacement Rate Determination Agent shall determine: (A) the method for determining the SARON Replacement (including any alternative method for determining the SARON Replacement if such alternative rate is unavailable on the relevant Interest Determination Date), which method shall be consistent with industry-accepted practices for the SARON Replacement and (B) any adjustment factor as may be necessary to make the SARON Replacement comparable to the then-current

SARON Benchmark consistent with industry-accepted practices for the SARON Replacement;

- (b) for the Affected Zurich Banking Day and all subsequent Zurich Banking Days in the Affected SARON Observation Period and all SARON Observation Periods thereafter, references to SARON in the Terms and Conditions shall be deemed to be references to the SARON Replacement, including any alternative method for determining such rate and any adjustment factor as described in sub-clause (a) above;
- (c) the Replacement Rate Determination Agent may make SARON Replacement Conforming Changes with respect to the Notes from time to time;
- (d) any determination, decision or election that may be made by the Replacement Rate Determination Agent pursuant to this Condition 5(d)(iii)(G)II. including any SARON Replacement Conforming Changes or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, in each case, solely with respect to the relevant Notes, will be conclusive and binding absent manifest error and will be made by the Replacement Rate Determination Agent acting in good faith and a commercially reasonable manner;
- (e) to the extent that there is any inconsistency between this Condition and any other Terms and Conditions, this Condition 5(d)(iii)(G)II. shall prevail with respect to any Notes for which the Rate of Interest or Rate is calculated in accordance with this Condition 5(d)(iii)(G);
- (f) the Calculation Agent may determine that it is appropriate for a SARON Replacement to replace the then-current SARON Benchmark and apply any SARON Replacement Conforming Changes in respect of any subsequent SARON Index Cessation Event; and
- (g) where a SARON Index Cessation Event or details of it are announced prior to the relevant SARON Index Cessation Effective Date then the Replacement Rate Determination Agent may on or after such earlier announcement date give notice to Noteholders in accordance with Condition 18 (*Notices*) of the relevant changes which will be made to the Notes, provided that, such changes will only take effect as of the SARON Index Cessation Effective Date.

As used in this Condition 5(d)(iii)(G), the following definitions shall apply:

**"Recommended SARON Adjustment Spread"** means, with respect to any Recommended SARON Replacement Rate:

- (a) the spread (which may be positive, negative or zero), formula or methodology for calculating such a spread, that the Recommending Body has recommended be applied to such Recommended SARON Replacement Rate in the case of fixed income securities with respect to which such Recommended SARON Replacement Rate has replaced the Swiss Average Rate Overnight as the reference rate for the purposes of determining the applicable rate of interest thereon; or
- (b) if the Recommending Body has not recommended such a spread, formula or methodology as described in clause (a) above to be applied to such Recommended SARON Replacement Rate, for the purposes of determining SARON, the Calculation Agent will determine the spread, acting in good faith and in a commercially reasonable manner, to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Noteholders as a result of the replacement of the Swiss Average Rate Overnight with such Recommended SARON Replacement Rate. The Calculation Agent will take into account industry-accepted practices for fixed income securities with respect to which such Recommended SARON Replacement Rate has replaced the Swiss Average Rate Overnight as the reference rate for the purposes of determining the applicable rate of interest thereon;

**"Recommended SARON Replacement Rate"** means the rate that has been recommended as the replacement for the Swiss Average Rate Overnight by any working group or committee in Switzerland organised in the same or a similar manner as the National Working Group on Swiss Franc Reference Rates that was founded in 2013 for the purposes of, among other things, considering proposals to reform reference interest rates in Switzerland (any such working group or committee, the **"Recommending Body"**);

**"SARON Benchmark"** means, initially, Compounded Daily SARON (as defined in Condition 5(d)(iii)(G)I above), provided that, if a SARON Index Cessation Event and its related SARON Index Cessation Effective Date have occurred with respect to Compounded Daily SARON, or the then-current SARON Benchmark, then "SARON Benchmark" means the applicable SARON Replacement.

**"SARON Index Cessation Effective Date"** means the earliest of:

- (a) in the case of the occurrence of a SARON Index Cessation Event described in clause (a) of the definition thereof, the date on which the SARON Administrator ceases to provide the Swiss Average Rate Overnight;

- (b) in the case of the occurrence of a SARON Index Cessation Event described in sub-clause (b)(x) of the definition thereof, the latest of:
  - (x) the date of such statement or publication;
  - (y) the date, if any, specified in such statement or publication as the date on which the Swiss Average Rate Overnight will no longer be representative; and
  - (z) if a SARON Index Cessation Event described in sub-clause (b)(y) of the definition thereof has occurred on or prior to either or both dates specified in sub-clauses (x) and (y) of this clause (b), the date as of which the Swiss Average Rate Overnight may no longer be used; and
- (c) in the case of the occurrence of a SARON Index Cessation Event described in sub-clause (b)(y) of the definition thereof, the date as of which the Swiss Average Rate Overnight may no longer be used;

**"SARON Index Cessation Event"** means the occurrence of one or more of the following events:

- (a) a public statement or publication of information by or on behalf of the SARON Administrator, or by any competent authority, announcing or confirming that the SARON Administrator has ceased or will cease to provide the Swiss Average Rate Overnight permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Swiss Average Rate Overnight; or
- (b) a public statement or publication of information by the SARON Administrator or any competent authority announcing that (x) the Swiss Average Rate Overnight is no longer representative or will as of a certain date no longer be representative, or (y) the Swiss Average Rate Overnight may no longer be used after a certain date, which statement, in the case of sub-clause (y), is applicable to (but not necessarily limited to) fixed income securities and derivatives;

**"SARON Replacement"** means the first alternative set forth in the order below that can be determined by the Replacement Rate Determination Agent as of the SARON Index Cessation Effective Date:

- (a) the Recommended SARON Replacement Rate for such Zurich Banking Day, giving effect to the Recommended SARON Adjustment Spread, if any, published on such Zurich Banking Day;

- (b) the policy rate of the Swiss National Bank (the "**SNB Policy Rate**") for such Zurich Banking Day, giving effect to the SNB Adjustment Spread, if any; or
- (c) the alternative rate of interest that has been selected by the Replacement Rate Determination Agent as the replacement for the then-current SARON Benchmark, being such industry-accepted successor rate or, if no such rate exists, it shall select such rate that it has determined is most comparable to the Swiss Average Rate Overnight;

**"SARON Replacement Conforming Changes"** means, with respect to any SARON Replacement, any technical, administrative or operational changes (including, but not limited to, timing and frequency of determining rates with respect to each interest period and making payments of interest, rounding of amounts or tenors, day count fractions, business day convention, amendments to any other Condition and other administrative matters) that the Replacement Rate Determination Agent decides may be appropriate to reflect the adoption of such SARON Replacement in a manner substantially consistent with market practice (or, if the Replacement Rate Determination Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Replacement Rate Determination Agent determines that no market practice for use of the SARON Replacement exists, in such other manner as the Replacement Rate Determination Agent or the Calculation Agent, as the case may be, determines is reasonably necessary, acting in good faith and in a commercially reasonable manner); and

**"SNB Adjustment Spread"** means, with respect to the SNB Policy Rate, the spread to be applied to the SNB Policy Rate in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Noteholders as a result of the replacement of the Swiss Average Rate Overnight with the SNB Policy Rate for the purposes of determining SARON, which spread will be determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner, taking into account the historical median between the Swiss Average Rate Overnight and the SNB Policy Rate during the two year period ending on the date on which the SARON Index Cessation Event occurred (or, if more than one SARON Index Cessation Event has occurred, the date on which the first of such events occurred).

(H) TONA

- I. Where "Screen Rate Determination – TONA" is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate is to be determined, such Rate of Interest or Rate, as the case may be, for each Interest Period will be Compounded Daily TONA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent, calculated in accordance with this Condition 5(d)(iii)(H)I.,

subject to the provisions of Condition 5(d)(iii)(H)II. and 5(d)(iii)(H)III..

The following definitions shall apply for the purpose of this Condition 5(d)(iii)(H):

**"Compounded Daily TONA"** means, with respect to an Interest Period, an amount equal to the rate of return of a daily compounded interest investment in Japanese yen (with the daily Tokyo Overnight Average rate as the reference rate for the calculation of interest), calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula:

- (1) if "TONA Compound with Lookback" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{TONA_{i-pTBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards;

**"d"** means, in respect of an Interest Period, the number of calendar days in such Interest Period;

**"d<sub>0</sub>"** means, in respect of an Interest Period, the number of Tokyo Banking Days in such Interest Period;

**"i"** means, in respect of an Interest Period, a series of whole numbers from one to d<sub>0</sub>, each representing the relevant Tokyo Banking Days in chronological order from (and including) the first Tokyo Banking Day in such Interest Period;

**"Lookback Period" or "p"** means the number of Tokyo Banking Days specified in the applicable Final Terms or, if no such number is specified, 5 Tokyo Banking Days;

**"n<sub>i</sub>"** means, in respect of a Tokyo Banking Day<sub>i</sub>, the number of calendar days from (and including) such Tokyo Banking Day<sub>i</sub> up to (but excluding) the following Tokyo Banking Day; and

**"TONA<sub>i-pTBD</sub>"** means, in respect of a Tokyo Banking Day<sub>i</sub>, TONA in respect of the Tokyo Banking Day falling p Tokyo Banking Days prior to such Tokyo Banking Day;

- (2) if "TONA Compound with Observation Period Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{TONA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards;

"**d**" means, in respect of an Observation Period, the number of calendar days in such Observation Period;

"**d<sub>0</sub>**" means, in respect of an Observation Period, the number of Tokyo Banking Days in such Observation Period;

"**i**" means, in respect of an Observation Period, a series of whole numbers from one to d<sub>0</sub>, each representing the Tokyo Banking Days in chronological order from (and including) the first Tokyo Banking Day in such Observation Period;

"**n<sub>i</sub>**" means, in respect of a Tokyo Banking Day<sub>i</sub>, the number of calendar days from (and including) such Tokyo Banking Day<sub>i</sub> up to (but excluding) the following Tokyo Banking Day;

"**Observation Period**" means, in respect of an Interest Period, the period from (and including) the date falling the number of Observation Shift Days prior to the first day of such Interest Period and ending on (but excluding) the date that is the number Observation Shift Days prior to the next occurring Interest Period End Date in such Interest Period;

"**Observation Shift Days**" means the number of Relevant Business Days specified in the applicable Final Terms or, if no such number is specified, 5 Relevant Business Days;

"**Relevant Business Day**" means a day which is (i) a Tokyo Banking Day, (ii) if one or more Observation Shift Business Centre(s) (other than T2 System) are specified in the applicable Final Terms, a day (other than a Saturday or Sunday) 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 relevant Observation Shift Business Centre(s) and (iii) if "T2 System" is specified as an Observation Shift Business Centre, a day on which the real time gross settlement system operated by the Eurosystem or any successor or replacement for that system (T2) is open; and



"**TONA<sub>i</sub>**" means, in respect of a Tokyo Banking Day<sub>i</sub>, TONA in respect of such Tokyo Banking Day<sub>i</sub>;

"**Tokyo Banking Day**" means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Tokyo; and

"**TONA**" means the rate determined by the Calculation Agent in respect of a Tokyo Banking Day, being the Tokyo Overnight Average (TONA) rate administered by the Bank of Japan (or any successor administrator) for such Tokyo Banking Day as provided by the administrator of TONA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) in each case as of approximately 10.00 a.m. (Tokyo time) (or any amended publication time as specified by the administrator of such rate) on the Tokyo Banking Day immediately following such Tokyo Banking Day. If no such rate is published by the administrator of TONA or an authorised distributor and is not otherwise provided by the administrator of TONA other than as a consequence of a TONA Index Cessation Event, then TONA for such Tokyo Banking Day will be TONA last provided or published on the Relevant Screen Page (or as otherwise published by relevant authorised distributors) that appears at approximately 10.00 a.m. (Tokyo time) on the Bank of Japan's Website on the Tokyo Banking Day immediately following such Tokyo Banking Day.

II. Correction of TONA

If TONA in respect of any Tokyo Banking Day is subsequently corrected and provided by the administrator of TONA to authorised distributors of TONA and published on the Relevant Screen Page no later than the Correction Cut-off Time (if any) or, if later (or there is no such Correction Cut-off Time), one hour after the rate for such Tokyo Banking Day is published on the Relevant Screen Page, then TONA in respect of such Tokyo Banking Day shall be the subsequently corrected and published rate appearing on the Relevant Screen Page.

Where:

"**Correction Cut-off Time**" means the time specified as such by the administrator of TONA in the TONA benchmark methodology.

III. TONA Fallbacks

If the Calculation Agent determines at any time prior to the TONA Reference Time on any Tokyo Banking Day that a TONA Index Cessation Event has occurred, then the rate in respect of each Tokyo Banking Day falling on or after the TONA Index Cessation Effective Date will be the JPY Recommended Rate.

If there is a JPY Recommended Rate before the end of the first Tokyo Banking Day following the TONA Index Cessation Effective Date, but neither the administrator nor authorised distributors provide or publish the JPY Recommended Rate, then, subject to the below, in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published JPY Recommended Rate. However, if there is no last provided or published JPY Recommended Rate, then in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published TONA.

If:

- (1) there is no JPY Recommended Rate before the end of the first Tokyo Banking Day following the TONA Index Cessation Effective Date; or
- (2) there is a JPY Recommended Rate and a JPY Recommended Rate Index Cessation Effective Date subsequently occurs in respect of such JPY Recommended Rate,

then the rate in respect of each Tokyo Banking Day falling on or after the TONA Index Cessation Effective Date or a JPY Recommended Rate Fixing Day occurring on or after the JPY Recommended Rate Index Cessation Effective Date, as the case may be, will be a commercially reasonable alternative for TONA or the JPY Recommended Rate, as the case may be, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing TONA or the JPY Recommended Rate (as applicable) that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

For the purposes of this Condition 5(d)(iii)(H)III.

**"JPY Recommended Rate"** means, in respect of any Tokyo Banking Day, the rate (inclusive of any spreads or adjustments) recommended as the replacement for TONA by a committee officially endorsed or convened by the Bank of Japan for the purpose of recommending a replacement for TONA (which rate may be produced by the Bank of Japan or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorised distributor in respect of such day;

**"JPY Recommended Rate Fixing Day"** means, in respect of the JPY Recommended Rate and any day, the publication day specified by the administrator of the JPY Recommended Rate for the JPY Recommended Rate in its benchmark methodology;

**"JPY Recommended Rate Index Cessation Effective Date"** means, in respect of the JPY Recommended Rate and a JPY Recommended Rate Index Cessation Event, the first date on which the JPY Recommended Rate would ordinarily have been published or provided and is no longer published or provided;

**"JPY Recommended Rate Index Cessation Event"** means, in respect of the JPY Recommended Rate:

- (a) a public statement or publication of information by or on behalf of the administrator of the JPY Recommended Rate announcing that it has ceased or will cease to provide the JPY Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the JPY Recommended Rate; or
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the JPY Recommended Rate, the central bank for the currency of the JPY Recommended Rate, an insolvency official with jurisdiction over the administrator of the JPY Recommended Rate, a resolution authority with jurisdiction over the administrator of the JPY Recommended Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the JPY Recommended Rate, which states that the administrator of the JPY Recommended Rate has ceased or will cease to provide the JPY Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the JPY Recommended Rate;

**"TONA Index Cessation Effective Date"** means, in respect of TONA and a TONA Index Cessation Event, the first date on which TONA would ordinarily have been published or provided and is no longer published or provided;

**"TONA Index Cessation Event"** means, in respect of TONA:

- (c) a public statement or publication of information by or on behalf of the administrator of TONA announcing that it has ceased or will cease to provide TONA permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide TONA; or

- (d) a public statement or publication of information by the regulatory supervisor for the administrator of TONA, the central bank for the currency of TONA, an insolvency official with jurisdiction over the administrator of TONA, a resolution authority with jurisdiction over the administrator of TONA or a court or an entity with similar insolvency or resolution authority over the administrator of TONA, which states that the administrator of TONA has ceased or will cease to provide TONA permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide TONA; and

"**TONA Reference Time**" means, with respect to any determination of TONA, 10.00 a.m. (Tokyo time) on the Tokyo Banking Day immediately following the date of such determination.

(iv) *Screen Rate Discontinuation*

Where Condition 5(d)(iii)(A) applies, if the Issuing and Paying Agent or the Calculation Agent, as applicable, determines at any time prior to any Interest Determination Date, that the Screen Page Reference Rate has been discontinued or a Reference Rate Fallback Event has occurred, the Issuing and Paying Agent or the Calculation Agent, as applicable, will use, as a substitute for the Screen Page Reference Rate, an alternative reference rate determined by the Issuing and Paying Agent or the Calculation Agent, as applicable, to be the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the Specified Currency (each a "**Relevant Nominating Body**") that is consistent with industry accepted standards, provided that, if two or more alternative reference rates are selected by any Relevant Nominating Body, the Issuing and Paying Agent or the Calculation Agent, as applicable, shall determine which of those alternative reference rates is most appropriate to preserve the economic features of the relevant Notes. If the Issuing and Paying Agent or the Calculation Agent, as applicable, notifies the Issuer that it is unable to determine such an alternative reference rate, the Calculation Agent will as soon as reasonably practicable (and in any event before the Business Day prior to the applicable Interest Determination Date) appoint an agent (the "**Reference Rate Determination Agent**"), which will determine whether a substitute or successor rate, which is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer of such successor rate to be used by the Issuing and Paying Agent to determine the Rate of Interest.

If the Reference Rate Determination Agent or the Calculation Agent, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the "**Replacement Reference Rate**"), for the purpose of determining the Reference Rate on each Interest Determination Date falling on or after such determination:

- (A) the Reference Rate Determination Agent or the Calculation Agent, as applicable, will also determine the changes (if any) required to the applicable Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Screen Page Reference Rate, including, where applicable, and if Unwind Costs is specified as applicable in the applicable Final Terms, to reflect any increased costs of the Issuer or the Swap Counterparty, as the case may be, providing such exposure to the Replacement Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- (B) references to the Reference Rate in these Conditions will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (A) above;
- (C) the Reference Rate Determination Agent or the Calculation Agent, as applicable, will notify the Issuer of the Replacement Reference Rate, and the details described in (A) above, as soon as reasonably practicable; and
- (D) the Issuer will give notice to the Noteholders in accordance with Condition 18 (Notices), the Issuing and Paying Agent, the Trustee and the Calculation Agent of the Replacement Reference Rate, and the details described in (A) above as soon as reasonably practicable but in any event no later than 5:00 p.m. (London time) on the Business Day prior to the applicable Interest Determination Date.

The determination of the Replacement Reference Rate and the other matters referred to above by the Reference Rate Determination Agent or the Calculation Agent, as applicable, will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent, the Issuing and Paying Agent, the Trustee and the Noteholders, unless the Calculation Agent or the Reference Rate Determination Agent determines at a later date that the Replacement Reference Rate is no longer substantially comparable to the Reference Rate or does not constitute an industry accepted successor rate, in which case the Calculation Agent shall appoint or re-appoint a Reference Rate Determination Agent, as the case may be (which may or may not be the same entity as the original Reference Rate Determination Agent or the Calculation Agent) for the purpose of confirming the Replacement Reference Rate or determining a substitute Replacement Reference Rate in an identical manner as described in this Condition 5(d)(iv). If the replacement Reference Rate Determination Agent or the Calculation Agent, as applicable, is unable to or otherwise does not determine a substitute Replacement Reference Rate, then the Replacement Reference Rate will remain unchanged.

The Reference Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Settlement Currency as appointed by the Calculation Agent, (y) the Swap Counterparty or (z) an affiliate of the Swap Counterparty or the Calculation Agent.

If the relevant Reference Rate Fallback Event may also constitute an Administrator/Benchmark Event in the determination of the Calculation Agent pursuant to Condition 7(o)(A), the provisions of this Condition 5(d)(iv) will apply.

Notwithstanding anything to the contrary in the provisions of (and all provisions referred to in) this Condition 5(d)(iv)), the Issuer, the Calculation Agent or Reference Rate Determination Agent (as applicable) may make all determinations and/or adjustments and take all actions in respect of the Notes as are provided for in connection with a Reference Rate Fallback Event or Administrator/Benchmark Event, as applicable, notwithstanding that such Reference Rate Fallback Event or Administrator/Benchmark Event, as applicable, may have occurred before the Issue Date of the Notes.

(e) *Minimum and/or Maximum Interest Rate*

In the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Conditions 5(b)(ii), 5(b)(iv), 5(c)(ii), 5(d) (as appropriate) is less than the Minimum Interest Rate specified in the applicable Final Terms, the Rate of Interest for such Interest Period shall be such Minimum Interest Rate.

If the applicable Final Terms specifies a Maximum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Conditions 5(b)(ii), 5(b)(iv), 5(c)(ii), 5(d) (as appropriate) is greater than such Maximum Interest Rate, the Rate of Interest for such Interest Period shall be such Maximum Interest Rate.

If the applicable Final Terms specifies a Rate Multiplier for any Interest Period, then, the Rate of Interest in respect of any such Interest Period shall be multiplied by the relevant Rate Multiplier, subject always to the Minimum and/or Maximum Rate of Interest as described above.

(f) *Notification of Rate of Interest and Interest Amount*

The Issuing and Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Guarantor (if applicable) (such notifications to occur no later than the Business Day following such determination), (in the case of Notes which are listed on the Luxembourg Stock Exchange and where the rules of such stock exchange so require) the Luxembourg Stock Exchange and, if applicable, to any other stock exchange on which the relevant Notes are for the time being listed. In addition, the Issuing and Paying Agent (except where the relevant Notes are unlisted and are in global form and held in their entirety on behalf of Euroclear and Clearstream, Luxembourg in which event there may be substituted for such publication the delivery of such notice to Euroclear and Clearstream, Luxembourg for communication to the Noteholders) shall publish or cause to be published such Rate of Interest, Interest Amount and Interest Payment Date in accordance with Condition 18 as soon as possible after their determination but in no event later than the fifth Luxembourg Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Notes are for the time being listed and to the Noteholders in accordance with Condition 18. For the purposes of these Conditions, the expression "**Luxembourg Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for business in Luxembourg.

(g) *Certificates to be Final*

All certificates, communications, determinations, calculations and decisions made for the purposes of the provisions of this Condition 5 by the Issuing and Paying Agent or, if applicable, the Calculation Agent or the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor (if applicable), the Issuing and Paying Agent, the other Paying Agents, or, if applicable, the Calculation Agent and all Noteholders, and (in the absence as aforesaid) no liability to the Noteholders shall attach to the Issuing and Paying Agent or, if applicable, the Calculation Agent or the Trustee, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(h) *Zero Coupon Notes*

Where a Zero Coupon Note becomes due and repayable prior to the Maturity Date and is not paid when due, the amount due and repayable shall be the amount determined in accordance with Condition 7(e)(iv) (*Early Redemption Amounts*) at its Amortised Face Amount. As from the Maturity Date, any overdue principal of such Note shall bear interest at a rate per annum equal to the Accrual Yield (or such other rate) specified in the applicable Final Terms. Such interest shall continue to accrue (as well after as before any judgment) until the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note. Such interest will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of

an incomplete month, the actual number of days elapsed in such incomplete month or on such other basis as may be specified in the applicable Final Terms.

(i) *Coupon Switch*

If Coupon Switch is specified as applicable in the applicable Final Terms:

- (i) if Coupon Switch Election is specified as applicable in the applicable Final Terms, the Issuer shall (where a corresponding election is made by the Swap Counterparty in respect of the Swap Agreement relating to the Notes) elect that the Rate of Interest for the Notes will be amended (a "**Coupon Switch**") from the pre-switch coupon specified in the Final Terms (the "**Pre-Switch Coupon**") to the post-switch coupon specified in the applicable Final Terms (the "**Post-Switch Coupon**") on and after the Coupon Switch Date; and
- (ii) if Automatic Coupon Switch is specified as applicable in the applicable Final Terms and an Automatic Coupon Switch Event occurs, the Rate of Interest for the Notes will be amended (a "**Coupon Switch**") from Pre-Switch Coupon specified in the applicable Final Terms to the Post-Switch Coupon specified in the applicable Final Terms on and after the Coupon Switch Date immediately following the SPS ACS Valuation Date or SPS ACS Valuation Period, as applicable, on which the Automatic Coupon Switch Event occurs.

If Additional Switch Coupon is specified as applicable in the applicable Final Terms, following the occurrence of a Coupon Switch, an Additional Switch Coupon Amount will be payable on the Additional Switch Coupon Payment Date. The "**Additional Switch Coupon Amount**" in respect of each nominal amount of Notes equal to the Calculation Amount will be the amount specified as such in the applicable Final Terms. For the purposes of Conditions 1, 6 and 10, Additional Switch Coupon Amount shall be deemed to be interest. For the avoidance of doubt, the Additional Switch Coupon Amount will only be paid on the single Additional Switch Coupon Payment Date.

Notice of any Coupon Switch will be given to Noteholders in accordance with Condition 18.

"**Additional Switch Coupon Payment Date**" means the date specified as such in the applicable Final Terms, which such date must be an Interest Payment Date;

"**Automatic Coupon Switch Event**" means that:

- (A) the SPS ACS 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 Coupon Switch Level, (x) on a SPS ACS Valuation Date or (y) in respect of a SPS ACS Valuation Period, as specified in the applicable Final Terms;
- (B) if Digital Coupon or Snowball Digital Coupon is specified in the applicable Final Terms and Target Switch Coupon is specified as applicable in the applicable Final Terms, the number of times the Digital Coupon Condition or the Snowball Digital Coupon Condition, as the case may be, has been satisfied is equal to or greater than the Automatic Coupon Switch Level as of a SPS ACS Valuation Date; or
- (C) if Digital Coupon or Snowball Digital Coupon is not specified in the applicable Final Terms and Target Switch Coupon is specified as applicable in the applicable Final Terms, the Cumulative ACS Coupon is equal to or greater than the Automatic Coupon Switch Level as of a SPS ACS Valuation Date.

"**Automatic Coupon Switch Level**" means the number, amount, level or percentage specified as such in the applicable Final Terms;

"**Coupon Switch Date**" means each date specified as such or determined pursuant to the provisions in the applicable Final Terms;

"**Cumulative ACS Coupon**" means, in respect of a SPS ACS Valuation Date, (a) the sum of the values calculated for each Interest Period preceding the Current ACS Interest Period as the product

of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for such Interest Period, plus (b) the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for the Current ACS Interest Period;

**"Current ACS Interest Period"** means, in respect of a SPS ACS Valuation Date, the Interest Period during which such SPS ACS Valuation Date falls;

**"SPS ACS Valuation Date"** means each Averaging Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"SPS ACS Valuation Period"** means each period specified as such in the applicable Final Terms; and

**"SPS ACS Value"** means, in respect of a SPS ACS Valuation Date or a SPS ACS Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

(j) *Condition to Interest Payment*

Where "Condition to Interest Payment" is specified as applicable in the applicable Final Terms, the obligation of the Issuer to pay an Interest Amount will be subject to the receipt of an aggregate amount equal to the aggregate Interest Amounts payable in respect of each Note then outstanding on or prior to the relevant Interest Payment Date from the Swap Counterparty under the Swap Agreement. In the event that the Swap Counterparty fails to pay an amount under the Swap Agreement or the Swap Agreement terminates for any reason other than as scheduled on its scheduled termination date or where the termination of the Swap Agreement has resulted from an Event of Default thereunder where the Issuer is the Defaulting Party, the Issuer will have no further obligation to pay interest in respect of the Notes and no Event of Default will occur in respect of such non-payment save where the termination of the Swap Agreement has resulted from an Event of Default thereunder where the Issuer is the Defaulting Party.

(k) *Interest Payments*

Interest will be paid subject to and in accordance with the provisions of Condition 6 (*Payments*). Interest will cease to accrue on each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) on the due date for redemption thereof unless such Note is redeemed early. If such Note is redeemed early (i) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption, (ii) if the applicable Final Terms specify that Accrual to Redemption is not applicable, no interest shall accrue or be payable in respect of which the relevant Interest Payment Date has not occurred on or prior to the due date for redemption of such Note or (iii) if the applicable Final Terms specify that Accrual to Redemption is not applicable and Accrual to Preceding IPED is applicable, no interest shall accrue or be payable in respect of any period since the Interest Period End Date immediately preceding the occurrence of the relevant Early Redemption Event. If upon due presentation thereof, payment of principal or the payment, and/or delivery of the Entitlement (if applicable and unless such Entitlement is to be delivered following a Physical Delivery Early Redemption Event in accordance with Condition 7(w)(ii)), is improperly withheld or refused, interest will continue to accrue (as well after as before any judgment) at the Fixed Rate or, as the case may be, the Rate of Interest or as otherwise provided in the applicable Final Terms until whichever is the earlier of (i) the day on which all sums due and/or assets deliverable in respect of such Note up to that day are received by or on behalf of the holder of such Note and (ii) the day on which the Issuing and Paying Agent or any agent appointed by the Issuer to deliver such assets to Noteholders has notified the holder thereof (either in accordance with Condition 18 (*Notices*) or individually) of receipt of all sums due in respect thereof up to that date, provided that in the case of Credit Linked Notes, these provisions shall be subject to the provisions contained in Annex 10 "*Additional Terms and Conditions for Credit Linked Securities*" and provided further that, if Automatic Early Redemption is specified as applicable in the applicable Final Terms, no Interest Amount will be payable unless the Interest Payment Date falls on or prior to the Automatic Early Redemption Date. Where Suspension of Payments is specified as applicable in the applicable Final Terms, upon the occurrence, in the opinion



of the Calculation Agent, of a Suspension Event, interest on the Nominal Amount outstanding of the Notes will be paid in accordance with this Condition 5 on the relevant Deferred Interest Payment Date provided that no interest shall be payable on the Notes or any accrued interest thereon for the period from (and including) the relevant Interest Payment Date to such Deferred Interest Payment Date and, where an Early Redemption Event occurs prior to the end of the relevant Suspension Period, the reference in this Condition 5(k) to "Early Redemption Event" shall be read as a reference to such Suspension Event. For the purposes of this Condition 5(k), "**Deferred Interest Payment Date**" means (A) the second Business Day following the final Business Day of the Suspension Period where no Early Redemption Event has occurred during the Suspension Period or, (B) where the Calculation Agent determines that the circumstances giving rise to such potential Early Redemption Event have been remedied (if possible) or no longer exist prior to the end of the applicable grace period such that no related Early Redemption Event has occurred, the second Business Day following the date on which the Calculation Agent makes such determination.

Where "Screen Rate Determination – SONIA", "Screen Rate Determination – SOFR", "Screen Rate Determination – €STR", "Screen Rate Determination – SARON" or "Screen Rate Determination – TONA" is specified in the applicable Final Terms, for the purposes of Condition 5(d), if accrued interest is required to be calculated in respect of a period, which, but for this provision, would not be an Interest Period, notwithstanding anything to the contrary in the Conditions, for the purposes of calculating such interest, the final Interest Period End Date shall be the date such period ends on (but excludes) and the final Interest Determination Date shall be the earliest date on which the Principal Warrant and Certificate Agent or the Calculation Agent, as applicable, determines that the Rate of Interest or Rate, as the case may be, for the final Interest Period can be determined.

Provided that in the case of Credit Linked Securities, these provisions shall be subject to the provisions contained in Annex 10 – "Additional Terms and Conditions for Credit Linked Securities".

(1) *Determination or Calculation by Trustee*

If for any reason at any relevant time the Issuing and Paying Agent or, as the case may be, the Calculation Agent defaults in its obligation to determine the Rate of Interest or the Issuing and Paying Agent defaults in its obligation to calculate any Interest Amount in accordance with Conditions 5(b)(ii) and Condition 5(d), and in each case in accordance with Condition 5(b)(iii), the Trustee shall, (or shall appoint an agent on its behalf to do so), determine the Rate of Interest at such rate as, in its sole and absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition 5, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee shall (or shall appoint an agent on its behalf to do so) calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Issuing and Paying Agent or the Calculation Agent, as applicable.

"**Determination Period**" means each period from and including a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

"**Interest Period**" means the period beginning on and including the Interest Commencement Date and ending on but excluding the first Interest Period End Date and each successive period beginning on (and including) an Interest Period End Date and ending on (but excluding) the next Interest Period End Date.

"**Interest Rate<sub>(i-1)</sub>**" means in respect of an Interest Period, the Rate of Interest determined by the Calculation Agent in respect of the immediately preceding Interest Period. For the avoidance of doubt, Interest Rate<sub>(i-1)</sub> is expressed as a rate per annum, unless otherwise specified in the Final Terms.

"**Issue Date**" means the date specified as such on the applicable Final Terms.

(m) *Rounding generally*

In connection with the calculation of any amount payable in respect of the Notes (including, without limitation, interest) and unless otherwise provided in these Terms and Conditions or in the applicable Final Terms, such amounts will, if necessary, be rounded to the nearest sub-unit (as defined above) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise as specified in the applicable Final Terms.

(n) *Dual Currency Interest Notes*

If the Notes are specified in the applicable Final Terms as Dual Currency Interest Notes, if the amount of interest calculated in respect of any Interest Payment Date is not an amount in the Settlement Currency, it will be converted into the Settlement Currency at the Specified Exchange Rate specified in the applicable Final Terms or, if no Specified Exchange Rate is specified, the Settlement Currency Exchange Rate on the relevant Settlement Currency Exchange Rate Observation Date.

**"Price Materiality Event"** means that, in respect of the determination of any Settlement Currency Exchange Rate, the Calculation Agent determines that the rate derived at the relevant time from the source specified in the Final Terms differs from the rate that would be derived at the relevant time from a source that the Calculation Agent deems, in good faith and in a commercially reasonable manner having taken into account any relevant market practice, to be equivalent, by more than 3 per cent.

**"Settlement Currency"** means the currency specified as such in the applicable Final Terms or, if no such currency is specified, the Specified Currency.

**"Settlement Currency Exchange Rate"** means in respect of a Settlement Currency Exchange Rate Observation Date, the rate of exchange (including any rates of exchange pursuant to which the relevant rate of exchange is derived) between the currencies and from the source(s) and at the time in each case specified in the applicable Final Terms on such day, as determined by the Calculation Agent, provided that if any source specified in the applicable Final Terms is not available or the Calculation Agent determines that there has been a Price Materiality Event, any such rate of exchange may be determined by the Calculation Agent by reference to such sources as it, any such rate of exchange may be determined by the Calculation Agent by reference to such sources as it, acting in good faith and in a commercially reasonable manner having taken into account any relevant market practice, considers to be appropriate.

**"Settlement Currency Exchange Rate Observation Date"** means the date falling the number of Business Days specified in the applicable Final Terms prior to the relevant scheduled payment date in respect of the Notes.

**"Specified Exchange Rate"** means the rate of exchange specified in the applicable Final Terms.

**6. Payments**

For the purposes of this Condition 6, references to payment or repayment (as the case may be) of principal and/or interest and other similar expressions will, where the context so admits, be deemed also to refer to physical delivery of any Entitlement.

(a) *Method of Payment*(i) *Bearer Notes*

Payments of principal and interest (if any) in respect of the Definitive Bearer Notes will (subject as provided below) be made against presentation or surrender of such Bearer Notes or Coupons, as the case may be, at any specified office of any Paying Agent. Payments of principal in respect of instalments (if any), other than the last instalment, will (subject as provided below) be made against surrender of the relevant Receipt. Payment of the last instalment will be made against surrender of the relevant Bearer Note. Each Receipt must

be presented for payment of such instalment together with the relevant Definitive Bearer Note against which the amount will be payable in respect of that instalment. If any Definitive Bearer Notes are redeemed or become repayable prior to the Maturity Date in respect thereof, principal will be payable on surrender of each such Note together with all unmatured Receipts appertaining thereto. Unmatured Receipts and Receipts presented without the Definitive Bearer Notes to which they appertain do not constitute obligations of the Issuer. All payments of interest and principal with respect to Bearer Notes will be made only against presentation and surrender of the relevant Bearer Notes, Coupons or Receipts outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Subject as provided below, payments in respect of definitive Notes denominated in a Settlement Currency (other than euro) will (subject as provided below) be made by a cheque in the Settlement Currency drawn on, or, at the option of the holder and upon 15 days' prior notice to the Issuing and Paying Agent, by transfer to an account in the Settlement Currency maintained by the payee with, a bank in the principal financial centre of the country of the Settlement Currency. Payments in euro will be made by credit or transfer to a euro account or any other account to which euro may be credited or transferred specified by the payee or, at the option of the payee, by euro-cheque. Notwithstanding the foregoing, the Issuer shall be entitled to vary settlement where, for reasons beyond its control (including, without limitation, unlawfulness, illegality, impossibility, force majeure, non-transferability or the like, each a "**Payment Disruption Event**"), the Issuer is not able to make, or any Noteholder is not able to receive, as the case may be, payment on the due date and in the Settlement Currency of any amount of principal or interest due under the Notes.

Fixed Rate Bearer Notes in definitive form should be presented for payment with all unmatured Coupons appertaining thereto (which expression shall include Coupons to be issued on exchange of Talons which will have matured on or before the relevant redemption date), failing which the full amount of any missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of such missing unmatured Coupon which the sum so paid bears to the total amount due) will be deducted from the sum due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon within a period of 10 years from the Relevant Date (as defined in Condition 9 (*Taxation*)) for the payment of such sum due for payment, whether or not such Coupon has become void pursuant to Condition 10 (*Prescription*) or, if later, five years from the due date for payment of such Coupon. Upon any Fixed Rate Bearer Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the due date for redemption of any Floating Rate Note, Dual Currency Interest Note, Dual Currency Redemption Note (each, a "**Dual Currency Note**"), Index Linked Note, Share Linked Note, Debt Linked Note, Commodity Linked Note, Inflation Linked Note, Currency Linked Note, Fund Linked Note, Underlying Interest Rate Linked Note, Credit Linked Note, ETI Linked Note or Hybrid Note in definitive bearer form all unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them. Where any Floating Rate Note, Index Linked Note, Share Linked Note, Debt Linked Note, Commodity Linked Note, Inflation Linked Note, Currency Linked Note, Fund Linked Note, Underlying Interest Rate Linked Note, Credit Linked Note, ETI Linked Note, Underlying Interest Rate Linked Note or Hybrid Note is presented for redemption without all unmatured Coupons appertaining thereto, payment of all amounts due in relation to such Note shall be made only upon indemnification of the Issuer and the Guarantor (if applicable).

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons

to, and including, the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 14 (*Replacement of Notes, Receipts, Coupons and Talons*). Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

(ii) *Registered Notes*

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (A) 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 (B) 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 (in each case, the "**Record Date**"). Notwithstanding the previous sentence, if (1) a holder does not have a Designated Account or (2) the principal amount of the Notes 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), provided that, any payment in CNY will be made solely by transfer to the Designated Account in the CNY Settlement Centre(s) of the holder (or the first named of joint holders) of the Registered Note 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 (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).

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made by a cheque in the Settlement Currency drawn on a Designated Bank and mailed on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the Record Date at his address shown in the Register on the Record Date and at his risk. Notwithstanding the foregoing, payment of the Interest Amount in CNY will be made solely by transfer to the Designated Account in the CNY Settlement Centre(s) of the holder (or the first named of joint holders) of the Registered Notes appearing in the Register. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the principal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note 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 in respect of any payments of principal or interest in respect of the Registered Notes.

Neither the Issuer, the Guarantor (if applicable), the Trustee nor any of the 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 Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

(iii) *Global Notes*

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will be made in the manner specified above and otherwise in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside of the United States. A record of each payment made on such Global Note, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note by the Paying Agent to which such Global Note 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.

Notwithstanding the foregoing, payments in respect of Notes 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.

If the applicable Final Terms specify "CNY Payment Disruption Event" to be applicable, in the event that the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, 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 Notes in respect of any forthcoming Interest Payment Date, Maturity Date or other date on which any amount in respect of the Notes shall be due and payable (each such date, an "**Affected Payment Date**"), then the Calculation Agent shall notify Noteholders as soon as practicable of the occurrence of such CNY Payment Disruption Event in accordance with Condition 18 (*Notices*).

If the applicable Final Terms specify that "CNY Payment Disruption Event" is applicable to the Notes, upon the occurrence of a CNY Payment Disruption Event:

(A) *Postponement*

If the applicable Final Terms specify "Postponement" to be applicable in respect of the Notes, 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 Noteholders in accordance with Condition 18 (*Notices*). For the avoidance of doubt, no amount of interest shall be payable in respect of any delay in payment of any amount(s) due to the adjustment of any Affected Payment Date.

In the event that, pursuant to the preceding paragraph, the Affected Payment Date is adjusted to fall on the CNY Payment Disruption Cut-off Date and the Calculation Agent determines that a CNY Payment Disruption Event still exists on such day, then the Issuer shall make payment of the Equivalent Amount of the relevant Interest Amount, Final Redemption Amount or such other amount payable (if applicable) on the CNY Payment Disruption Cut-off Date and notice thereof shall be given to the relevant Noteholders in accordance with Condition 18 (*Notices*). Any such payment made by the Issuer on the CNY Payment Disruption Cut-off Date shall be in full and final settlement of its obligations to pay such amount in respect of the Notes.

## (B) Payment of Equivalent Amount

If the applicable Final Terms specify "Payment of Equivalent Amount" to be applicable in respect of the Notes, the Issuer shall, upon giving notice prior to the relevant Affected Payment Date to the Noteholders in accordance with Condition 18 (*Notices*), make payment of the Equivalent Amount of the relevant Interest Amount, Final Redemption Amount 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 Notes.

## (C) 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 Notes 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 Notes (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 Notes (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 Interest Amount, Final Redemption Amount 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 (acting in good faith and in a commercially reasonable manner), 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 acting in good faith and in a commercially reasonable manner.

**"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.

**"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.

The holder of the relevant Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note 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 Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg as the holder of a particular nominal amount of Notes must look solely to Euroclear and/or Clearstream, Luxembourg,

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 Global Note. No person other than the holder of the relevant Global Note shall have any claim against the Issuer or the Guarantor (if applicable) in respect of any payments due on that Global Note.

If any date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, then the holder thereof shall not be entitled to payment of the amount due until the next following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay.

For these purposes, "**Payment Day**" means any day which (subject to Condition 10 (*Prescription*)) is 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:

- (A) in the case of Notes in definitive form, the relevant place of presentation (in the case of Notes that are Definitive Bearer Notes);
- (B) each Financial Centre (other than the T2 System) specified in the applicable Final Terms; and
- (C) in relation to any sum payable in euro, a day on which the T2 System is open.

If the due date for redemption of any interest bearing Note in definitive form is not a due date for the payment of interest relating thereto, interest accrued in respect of such Note from (and including) the last preceding due date for the payment of interest (or from the Interest Commencement Date) will be paid against surrender of such Note.

The names of the initial Issuing and Paying Agent and the other initial Paying Agents and their initial specified offices are set out below. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents and/or to approve any change in the specified office of any Paying Agent, provided that:

- (1) so long as any Notes are listed on any stock exchange, there will at all times be a Paying Agent, which may be the Issuing and Paying Agent (in the case of Bearer Notes) and a Transfer Agent, which may be the Registrar (in the case of Registered Notes) with a specified office in the place required by the rules and regulations of the relevant stock exchange; and
- (2) there will at all times be an Issuing and Paying Agent and a Registrar; and
- (3) the Issuer undertakes that it will ensure that it maintains a Paying Agent.

(iv) *Place of payment*

Payments in respect of the Notes will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 9.

(v) *FX Settlement Disruption*

If the Settlement Currency specified in the applicable Final Terms is a Relevant Currency, FX Settlement Disruption will apply, and:

- (A) if, on the second Business Day prior to the Disrupted Payment Date, the Calculation Agent (in good faith and in a commercially reasonable manner) determines that a FX Settlement Disruption Event has occurred and is subsisting, the Issuer shall give notice (a "**FX Settlement Disruption Notice**") to the Noteholders in accordance



with Condition 18 (*Notices*) as soon as reasonably practicable thereafter and, in any event, prior to the relevant Disrupted Payment Date;

- (B) following the occurrence of a FX Settlement Disruption Event:
  - (1) the date for payment of the relevant Disrupted Amount will be postponed to (i) the second Business Day following the date on which the Calculation Agent determines that a FX Settlement Disruption Event is no longer subsisting or if earlier (ii) the date falling thirty calendar days following the scheduled due date for payment of the relevant Disrupted Amount (the "**FX Settlement Disruption Cut-off Date**") which, for the avoidance of doubt, may be later than the scheduled Maturity Date; and
  - (2) (i) in the case of (1)(i) above, the Issuer will pay the relevant Disrupted Amount, less FX Settlement Disruption Expenses (if any), in the Settlement Currency specified in the applicable Final Terms or, (ii) in the case of (1)(ii) above, in lieu of paying the relevant Disrupted Amount in the relevant Settlement Currency, the Issuer will, subject to sub-paragraph (C) below, convert the relevant Disrupted Amount into the FX Settlement Disruption Currency (using the FX Settlement Disruption Exchange Rate for the relevant Disrupted Payment Date) and will pay the relevant Disrupted Amount, less FX Settlement Disruption Expenses (if any), in the FX Settlement Disruption Currency on the FX Settlement Disruption Cut-off Date;
- (C) if sub-paragraph (B)(1)(ii) applies, the Calculation Agent will determine the FX Settlement Disruption Exchange Rate in good faith and in a commercially reasonable manner in accordance with the following procedures:
  - (1) the FX Settlement Disruption Exchange Rate shall be 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 Settlement Currency/FX Settlement Disruption Currency exchange rates provided by two or more leading dealers on a foreign exchange market (as selected by the Calculation Agent) on such day; or
  - (2) if fewer than two leading dealers provide the Calculation Agent with bid and offer Settlement Currency/FX Settlement Disruption Currency exchange rates on such day, the Calculation Agent shall determine the FX Settlement Disruption Exchange Rate acting in good faith and in a commercially reasonable manner;
- (D) this Condition 6(a)(iv) shall not apply to Dual Currency Notes;
- (E) for the avoidance of doubt, no Interest Period will be adjusted as a result of the postponement of any interest payment pursuant to this Condition 6(a)(iv), and no additional interest will be paid in respect of any postponement of the date for payment;
- (F) for the avoidance of doubt, nothing contained in this Condition 6(a)(iv) shall prevent the Calculation Agent from determining that an Additional Disruption Event and/or Optional Additional Disruption Event has occurred, in which case, the provisions of Condition 7(o) shall prevail in the event of any conflict between this Condition 6(a)(iv) and Condition 7(o); and
- (G) for these purposes:
 

**"Disrupted Amount"** means the relevant Interest Amount, Final Redemption Amount or such other amount payable (if any);

**"Disrupted Payment Date"** means the due date for payment of the relevant Interest Amount, Final Redemption Amount or such other amount payable (if any);

**"FX Settlement Disruption Currency"** means US dollars ("USD");

**"FX Settlement Disruption Event"** means the occurrence of an event which makes it unlawful, impossible or otherwise impracticable to pay any Disrupted Amount in the Settlement Currency on the scheduled due date for payment;

**"FX Settlement Disruption Exchange Rate"** means the rate of exchange between the Settlement Currency (as specified in the applicable Final Terms) and the FX Settlement Disruption Currency, determined by the Calculation Agent in accordance with the provisions of sub-paragraph (C) above;

**"FX Settlement Disruption Expenses"** means the sum of (i) the cost to the Issuer, the Swap Counterparty and/or the Swap Counterparty's Affiliates of, unless Unwind Costs are specified as not applicable in the applicable Final Terms, unwinding any hedging arrangements related to the Notes and (ii) any transaction, settlement or other costs and expenses arising directly out of the occurrence of a FX Settlement Disruption Event or the related payment of the Disrupted Amount, all as determined by the Calculation Agent in good faith and in a commercially reasonable manner; and

**"Relevant Currency"** means each of Emirati Dirhams ("AED"), Argentinian Pesos ("ARS"), Australian Dollars ("AUD"), Bermudan Dollars ("BMD"), Bulgarian Leva ("BGN"), Bahraini Dinars ("BHD"), Botswana Pula ("BWP"), Brazilian Reais ("BRL"), Canadian Dollars ("CAD"), Swiss Francs ("CHF"), Chilean Pesos ("CLP"), Czech Koruna ("CZK"), Danish Kroner ("DKK"), Euro ("EUR"), Great British Pounds ("GBP"), Ghanaian Cedis ("GHS"), Hong Kong Dollars ("HKD"), Croatian Kuna ("HRK"), Hungarian Forints ("HUF"), Indonesian Rupiah ("IDR"), Israeli Shekels ("ILS"), Icelandic Krónur ("ISK"), Jordanian Dinars ("JOD"), Japanese Yen ("JPY"), Kenyan Shillings ("KES"), Kuwaiti Dinars ("KWD"), Kazakhstani Tenges ("KZT"), Lebanese Pounds ("LBP"), Moroccan Dirhams ("MAD"), Mauritian Rupees ("MUR"), Mexican Pesos ("MXN"), Malaysian Ringgits ("MYR"), Namibian Dollars ("NAD"), Nigerian Naira ("NGN"), Norwegian Kroner ("NOK"), New Zealand Dollars ("NZD"), Omani Riyals ("OMR"), Peruvian Nuevos Soles ("PEN"), Philippine Pesos ("PHP"), Polish Zloty ("PLN"), Qatari Riyals ("QAR"), Romanian Lei ("RON"), Russian Roubles ("RUB"), Saudi Riyals ("SAR"), Swedish Kronor ("SEK"), Singaporean Dollars ("SGD"), Thai Baht ("THB"), Tunisian Dinars ("TND"), Turkish Lira ("TRY"), United States Dollars ("USD") and South African Rand ("ZAR").

(b) *Physical Delivery*

(i) *Physical Delivery*

(A) *Asset Transfer Notices*

In relation to Notes (x) to be redeemed by delivery or (in the case of Credit Linked Notes) Delivery of the Entitlement(s) or (y) in respect of which Physical Settlement upon Physical Delivery Event is specified to be applicable in the applicable Final Terms and a Physical Delivery Event has been determined to have occurred in accordance with Condition 7(w) or (z) in respect of which Physical Settlement upon Acceleration is applicable and the Compartment Security is to be enforced in accordance with Condition 12, in order to obtain delivery or Delivery of the Entitlement in respect of any Note, the relevant Noteholder must:

- (1) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear or Clearstream, Luxembourg (as applicable), with a copy to the Issuing and Paying Agent and any entity appointed by the

Issuer to deliver or Deliver, as the case may be, the Entitlement on its behalf (the "**Delivery Agent**"), not later than the close of business in each place of reception on the Cut-Off Date, a duly completed asset transfer notice (an "**Asset Transfer Notice**") in the form set out in the Agency Agreement; and

- (2) if such Note is in definitive form, the relevant Noteholder must deliver (I) if this Note is a Bearer Note, to any Paying Agent or (II) if this Note is a Registered Note, to the Registrar or any Paying Agent, in each case, with a copy to the Issuing and Paying Agent and the Delivery Agent (as defined above) not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice in the form set out in the Agency Agreement.

For the purposes hereof, "**Cut-off Date**" means the date specified as such in the applicable Final Terms or if not so specified (a) in respect of a Note that is not a Credit Linked Note, the third Business Day immediately preceding the Maturity Date, (b) in respect of Physical Delivery Notes that are not Credit Linked Notes where "SPS Accumulator AER Payout" is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event has occurred, the third Business Day preceding the relevant Automatic Early Redemption Date in respect of which an Automatic Early Redemption Event has occurred or (c) in respect of a Credit Linked Note, the third Business Day immediately preceding the Physical Settlement Date (or, if earlier, the tenth Business Day following the NOPS Effective Date of the Notice of Physical Settlement) (each as defined in the Additional Terms and Conditions for Credit Linked Securities (the "**Credit Linked Conditions**")) and "**Entitlement**" means (i) the quantity of the Relevant Asset(s) equal to the Entitlement Amount specified in its Final Terms, (ii) following the occurrence of a Physical Delivery Event or Physical Delivery Early Redemption Event, shall have the meaning given to it in Condition 7(w) or (iii) following the occurrence of a Note Acceleration where Condition 12(b) is applicable, the Enforcement Entitlement determined in accordance with Condition 12(b).

Copies of the Asset Transfer Notice may be obtained during normal business hours from the specified office of the Registrar or any Paying Agent.

An Asset Transfer Notice may only be delivered (I) if such Note is represented by a Global Note, in such manner as is acceptable to Euroclear or Clearstream, Luxembourg, as the case may be, or (II) if such Note is in definitive form, in writing.

If this Note is in definitive form, this Note must be delivered together with the duly completed Asset Transfer Notice.

The Asset Transfer Notice shall:

- (aa) specify the name, address and contact telephone number of the relevant Noteholder and the person from whom the Issuer or Delivery Agent may obtain details for the delivery or Delivery of the Entitlement;
- (bb) specify the series number of the Notes and the number of Notes which are the subject of such notice;
- (cc) in the case of Notes represented by a Global Note, specify the nominal amount of Notes which are the subject of such notice and the number of the Noteholder's account at the relevant Clearing System to be debited with such Notes and irrevocably instruct and authorise the relevant Clearing System to debit the relevant Noteholder's account with such Notes on or before the Delivery Date or (in the case of Credit Linked Notes) the Delivery Date (as defined in the Credit Linked Conditions);

- (dd) include an undertaking to pay all Expenses and, in the case of Notes represented by a Global Note, an authority to the relevant Clearing System to debit a specified account with the relevant Clearing System in respect thereof and to pay such Expenses;
- (ee) include such details as are required for delivery or Delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered or Delivered and specify the name and number of the Noteholder's account to be credited with any cash payable by the Issuer, including pursuant to Credit Linked Condition 4, in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver and the Issuer (following a notification to such effect from the Calculation Agent) electing to pay the Disruption Cash Redemption Amount or Failure to Deliver Redemption Amount, as applicable, or as a result of the Issuer (following a notification to such effect from the Calculation Agent) electing to pay the Alternate Cash Redemption Amount;
- (ff) certify that the beneficial owner of each Note is not a U.S. person (as defined in the Asset Transfer Notice), the Note is not being redeemed within the United States or on behalf of a U.S. person and no cash, securities or other property have 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 redemption thereof or following a Physical Delivery Event (where applicable), or enforcement of the Compartment Security in accordance with Condition 12(b), as the case may be; and
- (gg) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

If Condition 6(b)(ii) (*Variation of Settlement*) applies, the form of Asset Transfer Notice required to be delivered will be different from that set out above. Copies of such Asset Transfer Notice may be obtained from the Registrar or any Paying Agent.

(B) *Verification of the Noteholder*

In the case of Notes represented by a Global Note, upon receipt of an Asset Transfer Notice, the relevant Clearing System shall verify that the person delivering the Asset Transfer Notice is the holder of the Notes described therein according to its records. Subject thereto, the relevant Clearing System will confirm to the Issuing and Paying Agent the series number and number of Notes the subject of such notice, the relevant account details and the details for the delivery of the Entitlement of each Note. Upon receipt of such confirmation, the Issuing and Paying Agent will inform the Issuer and any Delivery Agent thereof. The relevant Clearing System will on or before the Delivery Date or (in the case of Credit Linked Notes) the Delivery Date (as defined in the Credit Linked Conditions), as the case may be, debit the securities account of the relevant Noteholder with the relevant Notes.

(C) *Determinations and Delivery*

Any determination as to whether an Asset Transfer Notice is duly completed and in proper form shall be made, in the case of Notes represented by a Global Note, by the relevant Clearing System or, in the case of Notes in definitive form, by the relevant Paying Agent or the Registrar, as the case may be, or in each case in

consultation with the Issuing and Paying Agent, and shall be conclusive and binding on the Issuer, the Guarantor (if applicable), the Issuing and Paying Agent(s), any Delivery Agent and the relevant Noteholder. Subject as set out below, any Asset Transfer Notice so determined to be incomplete or not in proper form, or which is not copied to the Issuing and Paying Agent and any Delivery Agent immediately after being delivered or sent as provided in paragraph (A) above, shall be null and void.

If such Asset Transfer Notice is subsequently corrected to the satisfaction of, in the case of Notes represented by a Global Note, the relevant Clearing System, or, in the case of Notes in definitive form, by the relevant Paying Agent or the Registrar, as the case may be, or in each case in consultation with the Issuing and Paying Agent, it shall be deemed to be a new Asset Transfer Notice submitted at the time such correction was delivered as provided above.

No Asset Transfer Notice may be withdrawn after receipt thereof by the relevant Clearing System, the Registrar or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the relevant Noteholder may not transfer the Notes which are the subject of such notice.

The Entitlement will be delivered at the risk of the relevant Noteholder, in the manner provided below on the date fixed for redemption or, in the case where delivery of the Entitlement results from the occurrence of a Physical Delivery Event, the Unwind Date notified to Noteholders in accordance with Condition 18 (*Notices*) or the date notified to Noteholders in accordance with Condition 18 (*Notices*) in accordance with Condition 12(b) (such date, subject to adjustment in accordance with this Condition, the "**Delivery Date**") or in the case of Credit Linked Notes Delivered at the risk of the relevant Noteholder, in the manner provided below on the Delivery Date (as defined in the Credit Linked Conditions), provided that the Asset Transfer Notice is duly delivered as provided above on or prior to the Cut-Off Date.

If a Noteholder fails to give an Asset Transfer Notice as provided herein with a copy to the Issuing and Paying Agent and the Delivery Agent, on or prior to the Cut-Off Date, then the Entitlement will be delivered or, as the case may be, Delivered as soon as practicable after the date fixed for redemption (in which case, such date of delivery shall be the Delivery Date) or (in the case of Credit Linked Notes or following a Physical Delivery Event or a Note Acceleration where Condition 12(b) is applicable) the original date fixed for delivery at the risk of such Noteholder in the manner provided below. For the avoidance of doubt, in such circumstances such Noteholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Delivery Date falling after the date fixed for redemption or the original date fixed for delivery, as applicable and no liability in respect thereof shall attach to the Issuer or the Guarantor (if applicable), if any.

The Issuer (or any Delivery Agent on its behalf) shall, at the risk of the relevant Noteholder, deliver or procure the delivery of the Entitlement for each Note or (in the case of Credit Linked Notes) Deliver the Deliverable Obligations, obligations and/or other assets comprising the Entitlement, pursuant to the details specified in the Asset Transfer Notice or in such commercially reasonable manner as the Calculation Agent shall acting in good faith determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice. All costs, taxes, duties and/or expenses including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes ("**Expenses**") arising from the delivery of the Entitlement or the Delivery of the Deliverable Obligations, obligations and/or other assets comprising the Entitlement, as the case may be, in respect of such Notes shall be for the account of the relevant Noteholder and no delivery of the Entitlement or the Delivery of the Deliverable Obligations, obligations and/or other assets comprising

the Entitlement, as the case may be, shall be made until all Expenses have been paid to the satisfaction of the Issuer by the relevant Noteholder.

(D) *General*

If Aggregation is specified as applicable in the applicable Final Terms, Notes held by the same Noteholder will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Notes, provided that, the aggregate Entitlements in respect of the same Noteholder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and in lieu thereof a cash adjustment calculated by the Calculation Agent acting in good faith and in a commercially reasonable manner shall be paid to the Noteholder.

Following the Delivery Date of a Share all dividends on the relevant Shares to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares executed on the Delivery Date and to be delivered in the same manner as such relevant Shares. Any such dividends to be paid to a Noteholder will be paid to the account specified by the Noteholder in the relevant Asset Transfer Notice as referred to in Condition 6(b)(i)(A) (*Asset Transfer Notices*).

For such period of time after delivery or Delivery of the Entitlement as the Issuer or any person acting on behalf of the Issuer shall continue to be the legal owner of the securities or Deliverable Obligations, obligations and/or other assets comprising the Entitlement (the "**Intervening Period**"), none of the Issuer, the Guarantor (if applicable), the Paying Agents, the Registrar, any Delivery Agent or any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities, obligations, assets or Deliverable Obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities, obligations, assets or Deliverable Obligations or (iii) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities, obligations, assets or Deliverable Obligations.

(E) *Settlement Disruption*

The provisions of this Condition 6(b)(i)(E) apply to Notes other than (1) Credit Linked Notes, (2) Notes which are Notional Value Repack Securities to which Collateral Physical Settlement is applicable or (3) where Condition 12(b) is applicable and the Enforcement Entitlement is to be delivered following a Note Acceleration.

If, in the opinion of the Calculation Agent, delivery of the Entitlement in such commercially reasonable manner as the Calculation Agent has determined is not practicable by reason of a Settlement Disruption Event (as defined below) having occurred and continuing on the Delivery Date, then the Delivery Date shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that, the Issuer may elect to satisfy its obligations in respect of the relevant Note by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all

of the Relevant Assets comprising the Entitlement, the Delivery Date for the Relevant Assets not affected by the Settlement Disruption Event will be the originally designated Delivery Date. For so long as delivery of the Entitlement is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof the Issuer may elect to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Disruption Cash Redemption Amount (as defined below) on the fifth Business Day following the date that notice of such election is given to the Noteholders in accordance with Condition 18 (*Notices*). Payment of the Disruption Cash Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 (*Notices*). The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 18 (*Notices*) that a Settlement Disruption Event has occurred. No Noteholder shall be entitled to any payment in respect of the relevant Note in the event of any delay in the delivery of the Entitlement due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer.

For the purposes hereof:

**"Disruption Cash Redemption Amount"**, in respect of any relevant Note, shall be the fair market value of such Note (taking into account, where the Settlement Disruption Event affected some but not all of the Relevant Assets comprising the Entitlement and such non affected Relevant Assets have been duly delivered as provided above, the value of such Relevant Assets), less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Swap Counterparty and/or its affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner;

**"Relevant Asset"** means the Relevant Asset specified in the applicable Final Terms or, where applicable, as set out in Condition 7(w)(iv);

**"Settlement Business Day"** has the meaning specified in the applicable Final Terms; and

**"Settlement Disruption Event"** means, in the opinion of the Calculation Agent, an event beyond the control of the Issuer or the Guarantor (if applicable), as the case may be, as a result of which the Issuer or the Guarantor (if applicable), as the case may be, cannot make delivery of the Relevant Asset(s) using the method specified in the applicable Final Terms.

(F) *Additional Provisions for Credit Linked Notes*

In the case of Credit Linked Notes, the provisions contained in Annex 10 - "Additional Terms and Conditions for Credit Linked Securities" will apply.

(ii) *Variation of Settlement*

- (A) If the applicable Final Terms indicate that the Issuer has an option to vary settlement in respect of the Notes, the Issuer may, at its sole and unfettered discretion in respect of each such Note, elect not to pay the relevant Noteholders the Final Redemption Amount or to deliver or procure delivery of the Entitlement to the relevant Noteholders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Final Redemption Amount on the Maturity Date to the relevant Noteholders, as the case may be. Notification of such election will be given to Noteholders in accordance with Condition 18 (*Notices*).

- (B) If specified in the applicable Final Terms, the Issuer shall, in respect of each Note, in lieu of delivering or procuring the delivery of the Entitlement to the relevant Noteholders, make payment of the Final Redemption Amount on the Maturity Date to the relevant Noteholders.

(iii) *Issuer's Option to Substitute Assets or to pay the Alternate Cash Redemption Amount*

Unless Issuer's Option to Substitute is specified as not applicable in the applicable Final Terms, notwithstanding any provision of these Conditions to the contrary, the Issuer may, in respect of such Notes, if the Calculation Agent determines (acting in good faith and in a commercially reasonable manner) that the Relevant Asset or Relevant Assets, as the case may be, comprises shares which are not freely tradeable, elect either (A) to substitute for the Relevant Asset or the Relevant Assets, as the case may be, an equivalent value (as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner) of such other shares which the Calculation Agent determines, in good faith and in a commercially reasonable manner, are freely tradeable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be) or (B) not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, as the case may be, to the relevant Noteholders, but in lieu thereof to make payment to the relevant Noteholder on the Delivery Date of an amount equal to the fair market value as determined by the Calculation Agent (unless otherwise specified) (the "**fair market value**") of the Entitlement on the Valuation Date as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner by reference to such sources as it considers appropriate (the "**Alternate Cash Redemption Amount**"). Notification of any such election will be given to Noteholders in accordance with Condition 18 (*Notices*) and in the event that the Issuer elects to pay the Alternate Cash Redemption Amount such notice shall give details of the manner in which such amount shall be paid.

For purposes hereof, a "**freely tradeable**" share shall mean (i) with respect to the United States, a share which is registered under the Securities Act or not restricted under the Securities Act and which is not purchased from the issuer of such share and not purchased from an affiliate of the issuer of such share or which otherwise meets the requirements of a freely tradeable share for purposes of the Securities Act, in each case, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner or (ii) with respect to any other jurisdiction, a share not subject to any legal restrictions on transfer in such jurisdiction.

(iv) *Rights of Noteholders and Calculations*

None of the Issuer, the Guarantor (if applicable), the Trustee, the Calculation Agent, any Delivery Agent and the Agents shall have any responsibility for any errors or omissions (to the extent permitted by any applicable law) in any calculation or determination in respect of the Notes.

The purchase of Notes does not confer on any holder of such Notes any rights (whether in respect of voting, distributions or otherwise) attaching to any Relevant Asset.

(c) *Currency unavailability*

This Condition shall apply when payment is due to be made in respect of any Note, Receipt or Coupon in the Specified Currency (other than where the Specified Currency is euro) and the Specified Currency is not available to the Issuer or the Guarantor (as applicable) due to the imposition of exchange controls, the Specified Currency's replacement or disuse or other circumstances beyond the control of the Issuer or the Guarantor (as applicable) ("**Currency Unavailability**"). In the event of Currency Unavailability, the Issuer or the Guarantor (as applicable) will be entitled to satisfy its obligations to the holder of such Note, Receipt or Coupon by making payment in euro on the basis of the spot exchange rate at which the Specified Currency is offered in exchange for euro in an appropriate inter-bank market at noon, Paris time, four Business Days prior to the date on which payment is due or, if such spot exchange rate is not available on that date, as of



the most recent prior practicable date. Any payment made in euro in accordance with this paragraph will not constitute an Event of Default.

(d) *FX Disruption Event*

If (x) FX Settlement Disruption Event Determination is specified as applicable in the applicable Final Terms, this Condition 6(d) will only apply if, in the determination of the Calculation Agent, the FX Disruption Event is not attributable to the Issuer, but substantially alters the economics of the Notes compared to the economics as of the Issue Date or (y) FX Settlement Disruption Event Determination is not specified as applicable in the applicable Final Terms, this Condition 6(d) will apply.

- (i) If on (A) any Settlement Currency Exchange Rate Observation Date or (B) (other than in the case of a FX Disruption Event which is a Dual Exchange Rate Event, Illiquidity Disruption or an Unscheduled Holiday) if a Specified Exchange Rate is specified in the applicable Final Terms, the second Business Day prior to the due date for payment of any amount calculated using such Specified Exchange Rate, the Calculation Agent determines that a FX Disruption Event has occurred and is subsisting it will give notice (an "**FX Disruption Notice**") to the Noteholders in accordance with Condition 18 as soon as reasonably practicable thereafter and, in any event, prior to the relevant due date for payment of the relevant amount to be calculated using such Settlement Currency Exchange Rate or Specified Exchange Rate, as applicable.
- (ii) Following the occurrence of a FX Disruption Event:
  - (A) the date for payment of the relevant amount to be calculated using the Settlement Currency Exchange Rate or Specified Exchange Rate, as applicable, will be postponed to the earlier of (1) the second Business Day following the date on which the Calculation Agent determines that a FX Disruption Event is no longer subsisting or (2) the day falling thirty (30) calendar days following the scheduled due date for payment of such amount (the "**Postponed DE Payment Date**") which, for the avoidance of doubt, may be later than the scheduled Maturity Date; and
  - (B) (1) in the case of (A)(1) above, the Issuer will pay the relevant amount in the Settlement Currency on the Postponed DE Payment Date or (2) in the case of (A)(2) above, subject to paragraphs (iii), (iv) and (v) below, in lieu of paying the relevant amount in the Settlement Currency, the Issuer will pay the relevant unconverted amount in the Specified Currency (each a "**Specified Currency Amount**") on the Postponed DE Payment Date.
- (iii) If the Issuer (following a notification to such effect from the Calculation Agent) elects to pay the Specified Currency Amount as provided in paragraph (ii)(B) above it may (but is not obliged to) give notice to the Noteholders in accordance with Condition 18 (an "**Issuer Account Information Notice**") requesting from each Noteholder such information as it deems appropriate in order to pay the Specified Currency Amount to such Noteholder (including, *inter alios*, account information into which in the determination of the Calculation Agent the Specified Currency Amount may be paid). Upon receipt of an Issuer Account Information Notice, each Noteholder must deliver to the Calculation Agent in accordance with paragraph (vi) below with a copy to the Issuing and Paying Agent a notice (a "**Noteholder Account Information Notice**") not later than 20 calendar days following receipt of the Issuer Account Information Notice (the "**Account Information Cut-off Date**") specifying details of an account in which, in the determination of the Calculation Agent, the relevant Specified Currency Amount may be paid. If any Noteholder fails to deliver a valid Noteholder Account Information Notice by the Account Information Cut-off Date, the Issuer will pay or cause to be paid the relevant Specified Currency Amount as soon as practicable following receipt of the relevant Noteholder Account Information Notice, provided that if any Noteholder fails to deliver a Noteholder Account Information Notice prior to the fortieth calendar day following deemed receipt of the Issuer Account Information Notice, then the Issuer shall be discharged from its obligation to pay to such

Noteholder the Specified Currency Amount and shall have no further obligation or liability whatsoever in respect thereof.

- (iv) In the event that the Calculation Agent determines that it is unlawful, impossible or otherwise impracticable to pay any Specified Currency Amount (other than as a result of the failure to deliver a Noteholder Account Information Notice, if applicable) on the due date for payment thereof (a "**Non-Transferability Event**"), the Issuer shall notify the Noteholders in accordance with Condition 18 that such due date for payment has been postponed until the first date on which in the opinion of the Calculation Agent the relevant Non-Transferability Event is no longer subsisting.
- (v) Notwithstanding paragraphs (ii) to (iv) above, the Calculation Agent acting in a commercially reasonable manner may make such adjustment to the Conditions and/or the applicable Final Terms as it determines to be necessary or desirable to reflect or account for any market practice that develops in respect of the relevant FX Disruption Event.

Upon the Calculation Agent making such adjustment and notifying the Issuer of the relevant adjustment, the Issuer shall give notice as soon as practicable to Noteholders in accordance with Condition 18 stating the adjustment to the Conditions and/or the applicable Final Terms.

- (vi) Any Noteholder Account Information Notice from a Noteholder to the Calculation Agent will be validly given if delivered in writing to the Calculation Agent at the address specified for such purposes in the applicable Final Terms. Any such notice shall be deemed to have been given on the day when delivered or if delivered after 5.00 p.m. (London time) on any day or on any day on which commercial banks were not open for business in London, the first day thereafter on which commercial banks are open for business in London. The relevant Noteholder must provide satisfactory evidence to the Calculation Agent of its holding of the relevant Notes.
- (vii) For the avoidance of doubt, no Interest Period will be adjusted as a result of the postponement of any interest payment pursuant to this Condition 6(d), and no additional interest will be paid in respect of any postponement of the date for payment.
- (viii) For these purposes "**FX Disruption Event**" means the occurrence of any of the following events:
  - (A) an Inconvertibility Event;
  - (B) a Dual Exchange Rate Event;
  - (C) an Illiquidity Disruption; or
  - (D) an Unscheduled Holiday.

Where:

"**Dual Exchange Rate Event**" means, with respect to any Settlement Currency Exchange Rate that the Settlement Currency Exchange Rate or any component rate of exchange thereof splits into dual or multiple currency exchange rates.

"**Illiquidity Disruption**" means, in relation to a Settlement Currency Exchange Rate, the occurrence of an event on a Settlement Currency Exchange Rate Observation Date (or, if different, the day on which rates for that Settlement Currency Exchange Rate Observation Date would, in the ordinary course, be published or announced by the relevant price source) which makes it impossible to obtain a firm quote of the Settlement Currency Exchange Rate for an amount to be determined by the Calculation Agent (either in one transaction or a commercially reasonable number of transactions that, when taken together, total such amount determined by the Calculation Agent);

**"Inconvertibility Event"** means the occurrence of any event or existence of any condition that has the effect of it being impossible, illegal or impracticable for, or has the effect of prohibiting, restricting or materially delaying the ability of the Issuer, the Swap Counterparty and/or any of the Swap Counterparty's Affiliates (1) to convert the Specified Currency into the Settlement Currency through customary legal channels; (2) to effect currency transactions on terms as favourable as those available to residents of the Reference Jurisdiction; or (3) to freely and unconditionally transfer or repatriate funds (in the Specified Currency or the Settlement Currency) from accounts inside the Reference Jurisdiction to accounts outside the Reference Jurisdiction or between accounts inside the Reference Jurisdiction.

**"Reference Jurisdiction"** means the jurisdiction specified as such in the applicable Final Terms.

**"Unscheduled Holiday"** means, in respect of any Settlement Currency Exchange Rate Observation Date, any date on which such date is not a Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9.00 a.m. local time in the principal financial centre of the Specified Currency or Settlement Currency (which, if the Specified Currency or Settlement Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) two Business Days prior to such day.

## 7. Redemption and Purchase

### (a) *Redemption at maturity*

Unless previously redeemed or purchased and cancelled as specified below and provided that no Early Redemption Event or Event of Default has occurred on or prior to the Maturity Date, each Note will be redeemed by the Issuer at its Final Redemption Amount (or, in the case only of Physical Delivery Notes to which Physical Settlement is applicable, where the applicable Final Terms specifies that such Notes will be redeemed by payment and/or delivery of a physical delivery of the Entitlement by the payment and the delivery of the Entitlement) in the relevant Specified Currency on the Maturity Date or, in the case of a Credit Linked Note, at the relevant amount and/or by delivery as specified in the Credit Linked Conditions provided that if Suspension of Payments is specified as applicable in the applicable Final Terms, upon the occurrence of a Suspension Event, each Note shall be finally redeemed on the Final Deferred Payment Date by payment of the Final Redemption Amount or in the case of a Physical Delivery Note, by delivery of the Entitlement (as provided in Condition 6(b)(i) above) if no Early Redemption Event results from such Suspension Event or, where an Early Redemption Events occurs during the relevant Suspension Period (as defined in Condition 7(y)), each Note shall be redeemed in accordance with Condition 7(l) and no interest shall accrue in respect of the period from the scheduled Maturity Date to the date on which the Notes are finally redeemed. For the purpose of this Condition 7(a), **"Final Deferred Payment Date"** means (1) the second Business Day following the final Business Day of the Suspension Period where no Early Redemption Event has occurred during the Suspension Period or, (2) where the Calculation Agent determines that the circumstances giving rise to the Suspension Event have been remedied (if possible) or no longer exist prior to the end of the applicable grace period such that no related Early Redemption Event has occurred, the second Business Day following the date on which the Calculation Agent makes such determination.

If a Business Day Convention is specified in the applicable Final Terms as applying to the Maturity Date and if the Maturity Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) the Following Business Day Convention, the Maturity Date shall be postponed to the next day which is a Business Day; or
- (ii) the Modified Following Business Day Convention, the Maturity Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar

month, in which event the Maturity Date shall be brought forward to the immediately preceding Business Day; or

- (iii) the Preceding Business Day Convention, the Maturity Date shall be brought forward to the immediately preceding Business Day.

The "**Final Redemption Amount**", in respect of each nominal amount of Notes equal to the Calculation Amount, shall be an amount calculated by the Calculation Agent equal to:

(A) Calculation Amount x the percentage or (B) the Final Payout, in each case as specified in the applicable Final Terms,

provided that, (1) if the Notes are Dual Currency Redemption Notes, the product of the above formula will be converted into the Settlement Currency as provided in Condition 7(t) below and (2) if the product of the Final Payout is zero, no amount shall be payable on final redemption of the Note.

The "**Entitlement**" shall be the quantity of the Relevant Asset(s) equal to the Entitlement Amount specified in the applicable Final Terms or as set out in Condition 6(b)(i) or (in the case of a Credit Linked Note) the relevant obligations and/or other assets as specified in the Credit Linked Conditions.

Notes which may be redeemed by payment of a Final Redemption Amount or which are Physical Delivery Notes, depending on whether certain conditions are met, will be redeemed (i) by payment of the Final Redemption Amount or (ii) subject as provided in Condition 6(b), by delivery of the Entitlement.

(b) *Final Terms*

The Final Terms applicable to the Notes will indicate either:

- (i) that the Notes cannot be redeemed prior to their Maturity Date (except as otherwise provided in paragraphs (f), (l), (m) and (r) below and in Condition 11 (*Events of Default*)); or
- (ii) that such Notes will be redeemable at the option of the Issuer and/or the Noteholders prior to such Maturity Date in accordance with the provisions of paragraphs (c) and/or (d) below on the date or dates and at the amount or amounts indicated in the applicable Final Terms.

(c) *Redemption at the Option of the Issuer*

If Issuer Call Option is specified as applicable in the applicable Final Terms, unless the Notes have previously been redeemed or purchased and cancelled or (if Noteholder Put Option is specified in the applicable Final Terms) notice has been given to the Issuer in accordance with Condition 7(d), the Issuer may, having given notice (the period of which shall not be less than the minimum nor more than the maximum specified in the applicable Final Terms) in accordance with Condition 18 (*Notices*), to the Noteholders (with a copy to the Trustee) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date(s) specified in the applicable Final Terms and at the Optional Redemption Amount(s) together, if applicable, with interest accrued to (but excluding) the relevant Optional Redemption Date(s). Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, both as indicated in the applicable Final Terms. The "**Optional Redemption Amount**" in respect of each nominal amount of Notes equal to the Calculation Amount shall be an amount in the Settlement Currency calculated by the Calculation Agent equal to:

- (i) Calculation Amount x the percentage or (ii) the Call Payout, in each case specified in the applicable Final Terms,

provided that (A) if the product of the Call Payout is zero, no amount shall be payable on redemption of such Note and (B) if the Optional Redemption Amount is not an amount in the Settlement

Currency, if specified in the applicable Final Terms, it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms.

In the case of a partial redemption of Notes, the Notes to be redeemed will (i) in the case of Notes represented by Notes in definitive form, be selected individually by lot, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**") and (ii) in the case of Notes represented by a global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and/or Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion). In the case of Notes represented by Notes in definitive form, a list of the serial numbers of such Notes will be published in accordance with Condition 18 (*Notices*) not less than 15 days prior to the date fixed for redemption.

In respect of any Note, any notice given by the Issuer pursuant to this Condition 7(c) shall be void and of no effect in relation to that Note in the event that, prior to the giving of such notice by the Issuer, the holder of such Note had already delivered a Put Notice (as defined in Condition 7(d) (*Redemption at the Option of the Noteholders*) below) in relation to that Note in accordance with Condition 7(d) (*Redemption at the Option of the Noteholders*).

(d) *Redemption at the Option of the Noteholders*

Unless the Notes have previously been redeemed or purchased and cancelled or (if Issuer Call Option is specified in the applicable Final Terms) notice has been given to the Noteholders in accordance with Condition 7(c), if Noteholder Put Option is specified as applicable in the applicable Final Terms, upon the holder of any Note giving notice to the Issuer in accordance with Condition 18 (*Notices*) (the period of which shall not be less than the minimum nor more than the maximum specified in the applicable Final Terms) the Issuer will, upon the expiry of such notice, redeem in whole (but not in part), such Note on the Optional Redemption Date as specified in the applicable Final Terms and at the Optional Redemption Amount together, if applicable, with interest accrued to but excluding the Optional Redemption Date. It may be that before an option to require the Issuer to redeem any Note can be exercised, certain conditions and/or circumstances will need to be satisfied. The "**Optional Redemption Amount**" shall be an amount calculated in the Settlement Currency by the Calculation Agent equal to:

(i) Calculation Amount x the percentage or (ii) the Put Payout, specified in the applicable Final Terms,

provided that (A) if the product of the Put Payout is zero, no amount shall be payable on redemption of such Note and (B) if the Optional Redemption Amount is not an amount in the Settlement Currency, if specified in the applicable Final Terms, it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms.

To exercise the right to require redemption of a Note, the holder of such Note must, if the Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar 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 Paying Agent or, as the case may be, the Registrar (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 7(d) and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2 (*Transfers of Registered Notes*). If the Note is in definitive form, the Put Notice must be accompanied by the Note or evidence satisfactory to the Paying Agent concerned that the Note will, following delivery of the Put Notice, be held to the order or under its control. If the Note is represented by a global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of the Note the holder of the Note must, within the notice period, give notice to the

Issuing and Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Issuing and Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and, if the Note is represented by a global Note, at the same time present or procure the presentation of the relevant global Note to the Issuing and Paying Agent for notation accordingly.

Any Put Notice given by a holder of any Note pursuant to this paragraph (d) shall be:

- (i) irrevocable except where prior to the due date of redemption an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 11 (*Events of Default*), in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph (d); and
- (ii) void and of no effect in relation to such Note in the event that, prior to the giving of such Put Notice by the relevant holder (A) such Note constituted a Redeemed Note, or (B) the Issuer had notified the Noteholders of its intention to redeem all of the Notes then outstanding, in each case pursuant to Condition 7(c) (*Redemption at the Option of the Issuer*).

(e) *Early Redemption Amounts*

For the purposes of paragraphs (f), (l) and (m) below (other than where Reference Securities Impossibility Event is specified as applicable in the applicable Final Terms and a Reference Securities Impossibility Event has occurred) and Condition 11 (*Events of Default*), the Final Terms may specify that the Notes will be redeemed at the "**Early Redemption Amount**" calculated by the Calculation Agent in accordance with the following (provided that the Final Terms may specify more than one of the following amounts to apply in the applicable Final Terms in respect of different Early Redemption Events):

- (i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- (ii) subject to Conditions 7(e)(v) and 7(e)(vi), in the case of a Note (other than a Zero Coupon Note) with a Final Redemption Amount or interest, coupon, premium or other interim payment which is linked to an index, a formula or other Underlying Reference, at the percentage of the Calculation Amount specified in the applicable Final Terms or, if "Market Value less Costs" is specified in the applicable Final Terms at the fair market value of the Note less associated costs; or
- (iii) in the case of Notes to which Physical Settlement is applicable by delivery of the Entitlement multiplied by a percentage specified in the applicable Final Terms; or
- (iv) in the case of Zero Coupon Notes, at an amount (the "**Amortised Face Amount**") equal to the sum of:
  - (A) the Reference Price specified in the applicable Final Terms; and
  - (B) the product of the Accrual Yield specified in the applicable Final Terms (compounded annually) being applied to the Reference Price from and including the Issue Date to but excluding the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable; or
- (v) if Liquidation Proceeds is specified in the applicable Final Terms as the Early Redemption Amount, the Issuer shall appoint an agent to sell or otherwise realise the Charged Assets (the "**Disposal Agent**") which shall be the Calculation Agent (or such other party as may be agreed by the Issuer and the Trustee provided that, for the avoidance of doubt, the Disposal Agent may not be the Issuer) and the Early Redemption Amount in respect of each

Note shall be the *pro rata* share of the Liquidation Proceeds. "**Liquidation Proceeds**" shall be an amount, subject to a maximum equal to the Liquidation Proceeds Cap save where "Liquidation Proceeds Cap" is specified as not applicable in the applicable Final Terms, equal to the amounts received by or on behalf of the Issuer upon the sale or realisation of the Charged Assets (including, without limitation, any termination payment received by the Issuer under the relevant Swap Agreement which relates to the Notes (and not, for the avoidance of doubt, any termination payment (or part thereof) which relates to any series of Related Notes) or the proceeds of any sale of the Issuer's claim to such termination amount and/or the amount received by the Issuer in respect of the Charged Assets on the redemption date, expiration date or other date for final payment in respect of the Charged Assets) after the deduction of any fees (including, without limitation, any legal fees), costs, expenses and taxes incurred by the Disposal Agent (for itself and on behalf of the Issuer), in respect of the sale or realisation of the Charged Assets and the early redemption of the Notes, any due and unpaid fees, costs and expenses of the Trustee and the Agents and any amounts due to be paid to the Swap Counterparty under the Swap Agreement. Where the Liquidation Proceeds Cap is applicable, "**Liquidation Proceeds Cap**" means (A) in case of redemption of the Notes as a result of an Early Redemption Event, the Final Redemption Amount (calculated on the basis that any reference to the Maturity Date in relation to the determination thereof shall be deemed to be a reference to the Early Redemption Date) that would have been payable but for the occurrence of the Early Redemption Event; or (B) following a Note Acceleration, the Final Redemption Amount (calculated on the basis that any reference to the Maturity Date in relation to the determination thereof shall be deemed to be a reference to the date on which notice of the Note Acceleration was given by the Trustee in accordance with Condition 11 (*Events of Default*)) that would have been payable but for the occurrence of the Event of Default. In respect of Notes bearing interest, notwithstanding anything to the contrary herein, the Early Redemption Amount, as determined by the Calculation Agent in accordance with this Condition 7(e)(v) shall include any accrued interest to (but excluding) the relevant early redemption date and apart from any such interest included in the Early Redemption Amount, no interest, accrued or otherwise, or any other amount whatsoever will be payable by the Issuer in respect of such redemption. Unless otherwise specified in the applicable Final Terms, the Early Redemption Amount will be "Liquidation Proceeds" as defined above;

- (vi) if Liquidation Proceeds/Fair Market Value is specified in the applicable Final Terms as the Early Redemption Amount, the Calculation Agent will determine the fair market value of a Note (taking into account the occurrence of the relevant Early Redemption Event but otherwise being equal to a *pro rata* share of the amounts payable to the Issuer in respect of the Charged Assets following their early termination or realisation on or prior to the Early Redemption Date) which such amount will be the Early Redemption Amount in respect of each Note unless such amount would be less than the *pro rata* share of the Liquidation Proceeds (subject to the Liquidation Proceeds Cap, if applicable) realised by a Disposal Agent appointed by the Issuer in respect of a Note, in which case a *pro rata* share of the Liquidation Proceeds (subject to the Liquidation Proceeds Cap, if applicable) will be the Early Redemption Amount in respect of each Note; or
- (vii) if Liquidation Proceeds/No Unwind Costs is specified as the Early Redemption Amount, the Early Redemption Amount in respect of each Note shall be the *pro rata* share of the Unadjusted Liquidation Proceeds. "**Unadjusted Liquidation Proceeds**" shall be an amount, subject to a maximum equal to the Liquidation Proceeds Cap (save where "Liquidation Proceeds Cap" is specified as not applicable in the applicable Final Terms), equal to the amounts received by or on behalf of the Issuer upon the sale or realisation of the Charged Assets (or the relevant proportion thereof where the Notes are being redeemed in part only) (including, without limitation, any termination payment received by the Issuer under the relevant Swap Agreement and/or, where applicable, the amount received by the Issuer in respect of the Charged Assets on the redemption date, expiration date or other date for final payment in respect of the Charged Assets) after the deduction of any termination payment due to be paid to the Swap Counterparty under the Swap Agreement. Where the Liquidation Proceeds Cap is applicable, "**Liquidation Proceeds Cap**" means in case of redemption of the Notes as a result of an Early Redemption Event, the Final Redemption

Amount (calculated on the basis that any reference to the Maturity Date in relation to the determination thereof shall be deemed to be a reference to the Early Redemption Date) that would have been payable but for the occurrence of the Early Redemption Event. In respect of Notes bearing interest, notwithstanding anything to the contrary herein, the Early Redemption Amount, as determined by the Calculation Agent in accordance with this Condition 7(e)(vii) shall include any accrued interest to (but excluding) the relevant early redemption date and apart from any such interest included in the Early Redemption Amount, no interest, accrued or otherwise, or any other amount whatsoever will be payable by the Issuer in respect of such redemption; or

- (viii) if ERE Force Majeure/No Unwind Costs is specified as the Early Redemption Amount, the Early Redemption Amount in respect of each Note shall be the *pro rata* share of the Unadjusted Proceeds. "**Unadjusted Proceeds**" shall be an amount, subject to a maximum equal to the Liquidation Proceeds Cap (save where "Liquidation Proceeds Cap" is specified as not applicable in the applicable Final Terms), equal to the amounts received by or on behalf of the Issuer upon the sale or realisation of the Charged Assets (or the relevant proportion thereof where the Notes are being redeemed in part only) (including, without limitation, any termination payment received by the Issuer under the relevant Swap Agreement and/or, where applicable, the amount received by the Issuer in respect of the Charged Assets on the redemption date, expiration date or other date for final payment in respect of the Charged Assets) after the deduction of any termination payment due to be paid to the Swap Counterparty under the Swap Agreement but without deduction of costs other than such costs that are unavoidable to redeem the Notes early. Where the Liquidation Proceeds Cap is applicable, "Liquidation Proceeds Cap" means in case of redemption of the Notes as a result of an Early Redemption Event, the Final Redemption Amount (calculated on the basis that any reference to the Maturity Date in relation to the determination thereof shall be deemed to be a reference to the Early Redemption Date) that would have been payable but for the occurrence of the Early Redemption Event. In respect of Notes bearing interest, notwithstanding anything to the contrary herein, the Early Redemption Amount, as determined by the Calculation Agent in accordance with this Condition 7(e)(viii) shall include any accrued interest to (but excluding) the relevant early redemption date and apart from any such interest included in the Early Redemption Amount, no interest, accrued or otherwise, or any other amount whatsoever will be payable by the Issuer in respect of such redemption; or
- (ix) if Highest Value is specified as applicable in the applicable Final Terms, the greater of the fair market value of a Note or, as the case may be, Redeemed Amount (where the fair market value of a Note or Redeemed Amount, as the case may be, shall be equal to such Note's *pro rata* share of the Unadjusted Liquidation Proceeds calculated as if Liquidation Proceeds/No Unwind Costs were applicable with respect to the relevant Early Redemption Event or event which leads to the partial redemption of the Note) (notwithstanding any illegality (if applicable) and taking into account any Additional Disruption Event, Optional Additional Disruption Event, Index Adjustment Event, Custom Index Adjustment Event, Extraordinary Event, Commodity Index Adjustment Event, Market Disruption Event, Index Cancellation, Disruption Event, Extraordinary Fund Event, Fund Index Adjustment Event, as the case may be), and the Protected Amount specified in the applicable Final Terms or, as the case may be, proportionate share of such Protected Amount, provided that, (x) no costs shall be deducted from such amount and (y) such amount shall include the reimbursement by the Issuer, *pro rata* (calculated from the early redemption date or, as the case may be, partial redemption date notified to the Noteholders until the scheduled Maturity Date of the Notes), of any costs or, as the case may be, proportionate share of such costs (including but not limited to any structuring costs) paid by Noteholders to the Issuer in the Issue Price of the Notes, such amount to be paid to the Noteholders on the date notified to the Noteholders in the notice of early redemption or, as the case may be, notice of partial redemption;
- (x) if Market Value is specified as applicable in the applicable Final Terms, the fair market value of a Note or, as the case may be, Redeemed Amount (where the fair market value of a Note or Redeemed Amount, as the case may be, shall be equal to such Note's *pro rata* share of the Unadjusted Liquidation Proceeds calculated as if Liquidation Proceeds/No



Unwind Costs were applicable with respect to the relevant Early Redemption Event or event which leads to the partial redemption of the Note) (notwithstanding the illegality (if applicable) and taking into account any Additional Disruption Event, Optional Additional Disruption Event, Index Adjustment Event, Custom Index Adjustment Event, Extraordinary Event, Commodity Index Adjustment Event, Market Disruption Event, Index Cancellation, Disruption Event, Extraordinary Fund Event, Fund Index Adjustment Event, as applicable, where an Annex Early Redemption Event has occurred) calculated (x) without taking account of any costs and no costs shall be deducted from such amount and (y) including the reimbursement by the Issuer, *pro rata* (calculated from the early redemption date or, as the case may be, partial redemption date notified to the Noteholders until the scheduled Maturity Date of the Notes), of any costs or, as the case may be, proportionate share of such costs (including but not limited to any structuring costs) paid by Noteholders to the Issuer in the Issue Price of the Notes, such an amount to be paid to the Noteholders on the date notified in the notice of early redemption or, as the case may be, notice of partial redemption;

- (xi) if Monetisation Option is specified as applicable in the applicable Final Terms:
- (A) the Monetisation Amount (as defined below) (including the reimbursement by the Issuer, *pro rata* (calculated from the early redemption date or, as the case may be, partial redemption date notified to the Noteholders until the scheduled Maturity Date of the Notes), of any costs or, as the case may be, proportionate share of such costs (including but not limited to any structuring costs) paid by Noteholders to the Issuer in the Issue Price of the Notes), such amount to be paid by the Issuer (notwithstanding the notice of early redemption) on the Maturity Date; or
  - (B) if the Noteholder duly elects to receive the fair market value, as provided below, the Market Value calculated in accordance with Condition 7(e)(x) of such Note, such amount to be paid by the Issuer on the date fixed for early redemption, as notified to the Noteholders.

In the Issuer's notice of early redemption, the Issuer must include the following:

- (A) the cut-off date and time for each Noteholder to elect to receive the fair market value on the date fixed for early redemption;
- (B) the date of determination of the fair market value in respect of such election and the amount determined by the Calculation Agent as the fair market value of the Notes on such date; and
- (C) the amount calculated by the Calculation Agent as the Monetisation Amount; or

If this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, to make a valid election to receive the Market Value on redemption of a Note the relevant Noteholder must no later than the cut-off date and time set out in the Issuer's notice of early redemption give notice to the Registrar or the Issuing and Paying Agent, as the case may be, of such election, accompanied by the Note or evidence satisfactory to the Registrar or the Issuing and Paying Agent, as the case may be, that the Note will, following delivery of the notice, be held to its order or under its control in accordance with the Agency Agreement. If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to make a valid election to receive the Market Value on redemption of a Note the relevant Noteholder must no later than the cut-off date and time set out in the Issuer's notice of early redemption, give notice to the Registrar or the Issuing and Paying Agent, as the case may be, such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary, as the case may be, for them to the Registrar or Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

If the Noteholder does not make a valid election to receive the fair market value on the date fixed for early redemption before the cut-off date and time set out in the Issuer's notice of early redemption, the Noteholder will receive the Monetisation Amount in respect of such Note on the Maturity Date.

For the purposes of this Condition 7(e)(xi):

**"Monetisation Amount"** means, in respect of a Note, an amount equal to the greater of the Protected Amount specified in the applicable Final Terms and the amount calculated by the Calculation Agent as follows:

$$(S + D) \times (1 + r)^n$$

Where:

**"S"** is the present value of the Protected Amount of such Note on the date on which the event triggering early redemption occurs;

**"D"** is the market value of the Derivative Component on the date on which the event triggering early redemption occurs;

**"r"** is a hypothetical annual interest rate that would be applied on an equivalent hypothetical debt instrument issued by the Issuer (or the Guarantor, as applicable) with the same time to redemption as the remaining time to redemption on the Notes from the date fixed for early redemption until the scheduled maturity date of the Notes;

**"n"** is the time remaining until the scheduled maturity date of the Notes, expressed as a number of years; and

**"Derivative Component"** means the option component or embedded derivative in respect of the outstanding aggregate nominal amount of the Notes or the interest amount due under the Notes, as applicable, in order to enable the Issuer to issue the Notes at the issue price and on their applicable terms. The value of the Derivative Component will be determined by the Calculation Agent, taking into account a number of factors, including, but not limited to:

- (A) market prices or values for the underlying reference asset(s) or basis (bases) and other relevant economic variables (such as interest rates; dividend rates; financing costs; the value, price or level of any relevant underlying reference asset(s) or basis (bases) and any futures or options relating to any of them; the volatility of any relevant underlying reference asset(s) or basis (bases); and exchange rates (if applicable));
  - (B) the time remaining until the scheduled maturity date of the Notes;
  - (C) internal pricing models; and
  - (D) prices at which other market participants might bid for the Derivative Component; or
- (xii) if Annex 12 (*Additional Terms for Notional Value Repack Securities*) is applicable, the Early Redemption Amount will be the Early Redemption Amount calculated as set out in Annex 12 (*Additional Terms for Notional Value Repack Securities*).

Where any of Liquidation Proceeds/No Unwind Costs, Highest Value, Market Value or Monetisation Option is specified as applicable in respect of an Early Redemption Event, if the Calculation Agent determines that such Early Redemption Event (other than a Reference Securities Impossibility Event, where applicable) constitutes a force majeure, ERE Force Majeure/No Unwind Costs shall apply.

For the purposes of Condition 7(l) below, where Reference Securities Impossibility Event is specified as applicable in the applicable Final Terms and a Reference Securities Impossibility Event

has occurred, the Notes will be redeemed and the "**Early Redemption Amount**" payable in respect of each Note will be the greater of: (i) the product of its Specified Denomination and the Issue Price; and (ii) its *pro rata* share of the Unadjusted Liquidation Proceeds calculated by the Calculation Agent, in accordance with Condition 7(e)(vii) above, as if Liquidation Proceeds/No Unwind Costs were specified in the applicable Final Terms as the Early Redemption Amount and the Liquidation Proceeds Cap was not applicable. In respect of Notes bearing interest, the Early Redemption Amount, as determined by the Calculation Agent for the purposes of a Reference Securities Impossibility Event, shall not include any interest, accrued or otherwise, and no other amount whatsoever will be payable by the Issuer in respect of such redemption.

(f) *Redemption following Swap Counterparty optional termination*

Where "**Swap Counterparty optional termination - Call option**" is specified as being applicable in the Final Terms:

- (i) within two Business Days of service by the Swap Counterparty of a notice that it has opted to terminate a Swap Agreement in whole or in part on the next following Interest Payment Date, the Issuer shall notify the relevant Noteholders in accordance with Condition 18 (*Notices*) of the early redemption of the Notes in whole or in part on such Interest Payment Date and, subject to the relevant provisions of Condition 7(l) (*Early Redemption Events*), shall redeem the relevant Notes at their principal amount outstanding plus interest accrued thereon to such Interest Payment Date on such Interest Payment Date; or
- (ii) within two Business Days of service by the Swap Counterparty of a notice that it has opted to terminate a Swap Agreement on any other date (where it has such right as so specified in the Final Terms) nominated by the Swap Counterparty (the "**Nominated Termination Date**"), the Issuer shall notify the relevant Noteholders in accordance with Condition 18 (*Notices*) of the early redemption of the Notes on such Nominated Termination Date and subject to Condition 7(l) (*Early Redemption Events*) shall redeem the Notes at their principal amount outstanding plus interest accrued thereon (if any) to such Nominated Termination Date on such Nominated Termination Date.

If any such redemption becomes due to be made by the Issuer in accordance with this Condition 7 and payment to the Noteholders pursuant hereto is not made, the security constituted by the Trust Deed shall become enforceable and the Trustee may take such action as is provided in Condition 11 (*Events of Default*) or the Trust Deed.

(g) *Instalments*

- (i) Each Note which is redeemable in instalments will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms. Where an Instalment Amount is payable on an Instalment Date, a *pro rata* proportion of the relevant Charged Assets equivalent to the aggregate Instalment Amounts payable in respect of the Notes on such Instalment Date will be realised by the Issuer (and automatically realised from the security thereon) in order to pay such Instalment Amounts.
- (ii) If the applicable Final Terms specify that the Notes are redeemable in instalments and that Instalment Adjustment is applicable, each Note will be redeemed (i) in part by payment of the relevant Instalment Amount on each Instalment Date and (ii) with final redemption being made pursuant to Condition 7(a). The Instalment Amount in respect of an Instalment Date will be an amount calculated by the Calculation Agent equal to the product of the Calculation Amount immediately prior to such Instalment Date and the relevant Instalment Percentage specified in the applicable Final Terms in respect of such Instalment Date. Following each Instalment Date, the Calculation Amount in respect of each Note shall be reduced by the relevant Instalment Amount and all calculations and determinations in respect of the Notes shall be made on the basis of the Calculation Amount as so reduced (or in the case of calculations and determinations made in respect of all of the Notes, the aggregate of the Calculation Amount as so reduced).

- (iii) If the applicable Final Terms specify that the Notes are redeemable in Instalments and that OCA Instalment Adjustment is applicable, each Note will be redeemed (i) in part by payment of the relevant Instalment Amount on each Instalment Date and (ii) with final redemption being made pursuant to Condition 7(a). The Instalment Amount in respect of an Instalment Date will be an amount calculated by the Calculation Agent equal to the product of the original Calculation Amount as of the Issue Date and the relevant Instalment Percentage specified in the applicable Final Terms in respect of such Instalment Date. Following each Instalment Date, the Calculation Amount shall be reduced by the relevant Instalment Amount and, save for the calculation of the Instalment Amount, all calculations and determinations in respect of the Notes shall be made on the basis of the Calculation Amount as so reduced.
- (iv) All instalments (other than the final instalment) will be paid by surrender of, in the case of a definitive Bearer Note, the relevant Receipt (which must be presented with the Note to which it appertains) and, in the case of a definitive Registered Note, the relevant Note and issue of a new Note in the nominal amount remaining outstanding, all as more fully described in Condition 6 (*Payments*).
- (v) In the case of early redemption, the Early Redemption Amount will be determined pursuant to Condition 7(e) above.

(h) *Maturity Date Postponement*

Where "Maturity Date Postponement" is specified as applicable the applicable Final Terms and the Maturity Date Postponement Event Condition is satisfied, the Maturity Date will be the day falling the number of Postponement Business Days after the Cash Settlement Payment Date.

For the purposes of this Condition 7(h):

**"Cash Settlement Payment Date"** means the day falling the number of Payment Delay Days after the Redemption Valuation Date or the final Valuation Date (if there is no Redemption Valuation Date), as the case may be;

**"Maturity Date Postponement Event Condition"** means due to the occurrence of an event leading to the occurrence of one or more Disrupted Days (in the case of Index Linked Notes, Share Linked Notes, Currency Linked Notes or ETI Linked Notes) or a Commodity Disrupted Day (in the case of Commodity Linked Notes), the Cash Settlement Payment Date would not fall at least two Business Days before the Scheduled Maturity Date specified in the applicable Final Terms;

**"Postponement Business Days"** means the number of Business Days specified in the applicable Final Terms; and

**"Payment Delay Days"** means the number of Business Days specified in the applicable Final Terms.

(i) *Purchases*

If the Issuer has satisfied the Trustee that it has made arrangements for the realisation of no more than the equivalent proportion of the Compartment Assets, for the repayment of no more than the equivalent proportion of any amount deposited under any Deposit Agreement, for the termination of no more than the equivalent proportion of any Swap Agreement and for the purchase of the Notes, which transaction will leave the Issuer with no net liabilities in respect thereof, the Issuer may at any time purchase Notes (provided that, in the case of Definitive Bearer Notes, all unmaturing Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise, in accordance with applicable laws and regulations. The Trustee will accept as evidence of the satisfaction of the criteria to such purchase a certificate (which it may rely on without further enquiry) of the Issuer confirming such arrangements and confirming that the remaining Charged Assets are sufficient to secure the Issuer's remaining obligations in respect of the remaining Notes. If required by any applicable law or regulation, Notes purchased by or on behalf of the Issuer will be surrendered for cancellation (within one Business Day of such purchase), in the case of Bearer Notes, by surrendering any such Note, together with, in the case of Definitive Bearer Notes, any

unmatured Receipts and Coupons appertaining thereto, to a Paying Agent and, in the case of Registered Notes, by surrendering the certificate representing such Notes to the Registrar.

In such circumstances:

- (A) the Issuer and the Secured Parties will be deemed to have consented to the release of the security in respect of that proportion of the Charged Assets that corresponds to the proportion that the principal amount outstanding of the Notes so purchased bears to the aggregate principal amount outstanding of the Notes and the Related Notes (if any) immediately prior to such purchase; and
- (B) unless an Event of Default or an event or circumstance that could with the giving of notice, lapse of time, issue of a certificate and/or fulfilment of any other requirement provided for in Condition 11 (*Events of Default*) become an Event of Default (a "**Potential Event of Default**") has occurred and the Trustee has actual notice of such occurrence, such proportion of the Charged Assets shall be deemed to have been released from the security created under the Trust Deed.

(j) *Cancellation*

All Notes which are redeemed or purchased by the Issuer will forthwith be cancelled (together with, in the case of Definitive Bearer Notes, all unmaturing Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption), and may not be reissued or resold. Upon such cancellation, in the case of Notes which are admitted to trading on the regulated market of the Luxembourg Stock Exchange and listed on the Official List of the Luxembourg Stock Exchange, the Issuer will forthwith inform the Luxembourg Stock Exchange of such cancellation. All Notes so cancelled and any Notes purchased and cancelled pursuant to paragraph (i) above (together with, in the case of Definitive Bearer Notes, all unmaturing Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Issuing and Paying Agent or, in the case of Registered Notes, the Registrar, and cannot be reissued or resold.

(k) *Late Payment on Zero Coupon Notes*

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note, except for Registered Notes, pursuant to paragraphs (c), (d), (f), (l) or (m) or upon its becoming due and repayable as provided in Condition 11 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7(e)(iv) above as though the references therein to the date fixed for the redemption or the date upon which the Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of the Zero Coupon Note have been paid; and
- (ii) the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Issuing and Paying Agent or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 18 (*Notices*).

(l) *Early Redemption Events*

The applicable Final Terms may specify that any of the following events applies. If any does so apply then in each case, in the event that the Calculation Agent notifies the Issuer and (if applicable) the Guarantor in writing (with a copy to the Trustee, on which notification the Trustee shall rely without further investigation or enquiry) that it has determined that one or more (as applicable) of the following events (each, an "**Early Redemption Event**") has occurred:

- (i) there is a payment default in respect of any of the Charged Assets (other than the relevant Swap Agreement) (an "**Asset Payment Default Event**"); or
- (ii) the issuer or primary obligor in respect of any of the Charged Assets (each, a "**Charged Assets Issuer**") or any guarantor of the Charged Assets Issuer's obligations in respect of

any Charged Assets fails to perform or observe any of its obligations under the relevant Charged Assets and the failure continues after the expiration of any applicable grace period or the occurrence of any event (including, but not limited to, default, event of default, or other similar condition or event (howsoever described)) that results in the Charged Assets becoming capable of being declared due and payable before they would otherwise have been due and payable (an "**Asset Default Event**"); or

- (iii) any of the Charged Assets is, for any reason, redeemed or otherwise terminated prior to its scheduled redemption or termination date (an "**Asset Redemption Event**"); or
- (iv) there is a payment default in respect of any of the Charged Assets (other than the relevant Swap Agreement) or the aggregate amount received by the Issuer in respect of the Charged Assets on the redemption date, expiration date or other date for final payment in respect of the Charged Assets is less than the aggregate of the Final Redemption Amounts payable by the Issuer in respect of the Notes (an "**Asset Payment Shortfall Event**"); or
- (v) on or after the Trade Date, (A) due to the adoption of any change in any applicable law or regulation (including, without limitation, any tax law) or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction), either (1) any amount is required to be deducted or withheld for or on account of any tax, levy, impost, duty, charge, assessment or fee of any nature imposed by any government or other taxing authority in respect of any payment to be received by the Issuer under one or more Charged Assets or (2) the Issuer becomes obliged to pay any amount for or on account of any tax, levy, impost, duty, charge, assessment or fee of any nature imposed by any government or other taxing authority in respect of (I) any payment received by the Issuer under one or more Charged Asset or (II) holding, acquiring or disposing of any Charged Asset (a "**Compartment Tax Event**"); or
- (vi) the early termination in full of any Swap Agreement (or any other agreement specified as a Related Agreement in the Final Terms) entered into in respect of the Notes other than where the Issuer is the Defaulting Party (as defined in the relevant Swap Agreement) thereunder and the relevant event of default relates to the insolvency of the Issuer or is an event of default under the Notes or due to the purchase by the Issuer of all the outstanding Notes of a series (a "**Related Agreement Termination Event**"); or
- (vii) where an Annex to these Conditions is applicable, and/or in accordance with Condition 7(o)(B) below, the Calculation Agent notifies the Issuer that an event has occurred in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner determines it is not possible to make an adjustment in respect of such event and that the Notes should be redeemed early as contemplated in either (A) such Annex or (B) Condition 7(o)(B), as the case may be (an "**Annex Early Redemption Event**"); or
- (viii) on or after the Trade Date, (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any law or regulation in respect of tax, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing or financial authority), or the combined effect thereof if occurring more than once, the Issuer or the Calculation Agent determines in good faith and in a commercially reasonable manner that it has become illegal for (1) the Issuer to perform its obligations in respect of any Notes or the Swap Counterparty to perform its obligations in respect of any Swap Agreement, (2) for the Issuer to hold, acquire or dispose of relevant hedge positions relating to any Notes or for the Swap Counterparty to hold, acquire or dispose of relevant hedge positions relating to any Swap Agreement save where such an event in (A) or (B) would constitute an Additional Disruption Event or an Optional Additional Disruption Event (in the case of Index Linked Notes, Share Linked Notes, Commodity Linked Notes, Currency Linked Notes, Underlying Interest Rate Linked Notes or ETI Linked Notes) or an Extraordinary

Fund Event (in the case of Fund Linked Notes) or an Extraordinary ETI Event (in the case of ETI Linked Notes) or the Notes are Inflation Linked Notes, or (3) for the Issuer to hold, acquire or dispose of any Compartment Assets (a "**Compartment Change in Law Event**"); or

(ix) the Calculation Agent determines that, on or after the Trade Date, any of the following has occurred in respect of the Reference Securities:

(A) any event (by way of change to the actual terms and conditions applicable to the Reference Securities or by way of exchange of the Reference Securities with another asset) which would cause (1) a reduction in the amount of interest payable or the amount of scheduled interest accruals, (2) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates, (3) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest or (II) the payment of principal or premium, (4) a change in the ranking in priority of payment of any obligation of the issuer of the Reference Securities, causing the subordination of the Reference Securities to any other obligation or any change in the currency or composition of any payment of interest or principal under the Reference Securities; or

(B) any expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Securities or a cancellation, conversion or compulsory exchange of the Reference Securities; or

(C) any event analogous to the events specified in (A) or (B),

(a "**Reference Securities Restructuring Event**");

(x) (A) any event occurs as a result of action taken or announcement made by a governmental authority pursuant to, or by means of, a restructuring and resolution law or regulation or any other similar law or regulation, in any case, irrespective of whether such event is expressly provided for under the terms of the Reference Securities which would cause (1) a reduction in the amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination), (2) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates (including by way of redenomination), (3) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest or (II) the payment of principal or premium, (4) a change in the ranking in priority of payment of any obligation of the issuer of the Reference Securities, causing the subordination of the Reference Securities to any other obligation, or (5) any change in the currency or composition of any payment of interest or principal under the Reference Securities; or

(B) any expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Securities, or a mandatory cancellation, conversion or exchange; or

(C) any event which has an analogous effect to any of the events specified in (A) and/or (B),

(a "**Reference Securities Regulatory Event**"); or

(xi) an authorised officer of the issuer of the Charged Assets or any guarantor of the obligations of the issuer of the Charged Assets in respect of any Charged Assets or a governmental authority disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of the Charged Assets or declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to the Charged Assets (a "**Charged Assets Repudiation/Moratorium Event**"); or

(xii) the issuer, or primary obligor, or guarantor in respect of any of the Charged Assets:

- (A) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (B) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (C) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (D) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition: (1) 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 (2) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (E) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (F) 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;
- (G) 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 dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (H) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in subparagraphs (A) to (G) (inclusive) above,

(a "**Charged Assets Issuer Bankruptcy Event**"); or

- (xiii) the Calculation Agent determines the Issuer is unable (due to reasons outside its control) to purchase the Reference Securities on the applicable Initial Reference Security Purchase Date(s), and such inability continues for a period of three (3) Business Days (or such longer period as may be determined by the Calculation Agent) after the applicable Initial Reference Security Purchase Date (a "**Reference Securities Impossibility Event**"), where the "**Initial Reference Security Purchase Date(s)**" means the date or dates specified as such in the applicable Final Terms; or
- (xiv) the Calculation Agent determines that (A) the Relevant Regulator has informed the Reference Security Issuer that the Reference Securities are, or are likely to be, an impediment to resolution of the Reference Security Issuer pursuant to the Resolution Rules, (B) the Reference Securities do not comply with the criteria applicable to eligible liabilities and are or are likely to be, excluded from the eligible liabilities available to meet the MREL/TLAC Requirements of the Reference Security Issuer according to the Relevant Rules as a consequence or (C) the Reference Securities are deemed to fall outside the category of obligations described in article L.613-30-3-I-5°(or, where Regulatory Ratio Event – SNP is specified in the applicable Final Terms, article L.613-30-3-I-4°) of the *French Code monétaire et financier* (a "**Regulatory Ratio Event**"); or



- (xv) the Calculation Agent determines (or is notified by the Swap Counterparty) that one or more of the following events (each, a "**Compartment Regulatory Event**") has occurred:
- (A) the adoption of, or any change in, any applicable law or regulation after the Trade Date, or promulgation of, or any change in, the interpretation by any Authority of any Relevant Regulatory Law, or any practice relating thereto after the Trade Date, which (1) has, or may have, a material adverse effect on the Issuer or the Swap Counterparty as a result of, or in connection with, the issuance of the Notes or maintaining the Notes in issue or in connection with the Charged Assets or (2) where Regulatory Increased Costs is specified as applicable in the applicable Final Terms, causes or may cause the Issuer or the Swap Counterparty to incur or suffer a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Notes in issue, being party to a Related Agreement or in holding, acquiring or disposing of any Charged Assets;
  - (B) any Relevant Regulatory Law which, in each case, was either not in force as at the Trade Date or was in force at the Trade Date but the manner of its application was not known or unclear at the Trade Date is implemented, promulgated or otherwise made known, and such implementation, promulgation or application (1) has, or may have, a material adverse effect on the Issuer or the Swap Counterparty as a result of, or in connection with, the issuance of the Notes or maintaining the Notes in issue or in connection with the Charged Assets or (2) where Regulatory Increased Costs is specified as applicable in the applicable Final Terms, causes or may cause the Issuer or the Swap Counterparty to incur or suffer a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Notes in issue, being party to a Related Agreement or in holding, acquiring or disposing of any Charged Assets;
  - (C) the Issuer or the Swap Counterparty is required to be regulated by any additional or alternative regulatory authority or in compliance with any additional laws which (1) has, or may have, a material adverse effect on the Issuer or the Swap Counterparty or as a result of, or in connection with, the issuance of the Notes or in connection with the Charged Assets or (2) where Regulatory Increased Costs is specified as applicable in the applicable Final Terms, causes or may cause the Issuer or the Swap Counterparty to incur or suffer a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Notes in issue, being party to a Related Agreement or in holding, acquiring or disposing of any Charged Assets, whether or not caused by a change in the law, the promulgation of regulations thereunder, the interpretation of such laws and regulations by any relevant Authority, any practice related thereto or otherwise; and whether or not such laws, regulations or practice were known or unclear at the Trade Date;
  - (D) the Issuer is required to clear any derivatives transaction entered into connection with the Notes with a central clearing counterparty;
  - (E) the Issuer or the Swap Counterparty would be an "AIFM" or an "AIF" for the purposes of AIFMD by virtue (wholly or partially) of its involvement with the Notes or any Swap Agreement or SecurAsset S.A. is determined to be an "AIF" for the purposes of AIFMD;
  - (F) the Issuer or the Swap Counterparty is, as a result of, or in connection with, the issuance of the Notes or in connection with the Charged Assets:
    - (1) where Regulatory Increased Costs is specified as applicable in the applicable Final Terms, subject to materially increased capital charges,

however defined, above those capital charges (if any) that prevailed as at the Trade Date; and/or

- (2) required to provide collateral or any form of initial or variation margin to the other in addition to that (if any) contemplated on the Trade Date; and/or
- (G) any party to a Transaction Document is subject to any additional legal requirement or regulation considered by the Calculation Agent to be materially onerous to such party to the relevant Transaction Document(s),

the Issuer shall forthwith give not more than 30 nor less than 15 days' notice (which notice shall be irrevocable) to the Trustee and the Noteholders pursuant to Condition 18 (*Notices*) prior to the specified date of redemption that it intends to redeem the Notes in accordance with this Condition 7(l), and upon the expiry of such notice, the Issuer shall redeem all, but not some only, of the Notes at their Early Redemption Amount, together, if appropriate, with accrued interest to (but excluding) the date of redemption specified in the relevant notice (the "**Early Redemption Date**"), provided that, (A) where Maturity Date Extension applies as set out in Condition 7(n) (*Maturity Date Extension*), such redemption shall take place in accordance with Condition 7(n) and/or (B) where Physical Settlement upon an Early Redemption Event is specified to be applicable to an Early Redemption Event in the applicable Final Terms and such Early Redemption Event occurs, redemption upon such Early Redemption Event shall be governed by, and shall take place in accordance with Condition 7(w).

Where Annex 12 (*Additional Terms and Conditions for Notional Value Repack Securities*) applies, the Early Redemptions Events which are set out in Annex 12 (*Additional Terms and Conditions for Notional Value Repack Securities*) will apply to the extent specified as Early Redemption Events in the applicable Final Terms rather than the events specified in this Condition 7(l) and the applicable Early Redemption Amount and Early Redemption Date will be determined in accordance with Annex 12 (*Additional Terms and Conditions for Notional Value Repack Securities*) and any reference to Condition 7(l) shall be construed accordingly.

Where Swap Termination Without Redemption is specified as applicable in the applicable Final Terms, the Swap Agreement shall be deemed not to be included in the term "Charged Assets" as used in Conditions 7(l)(i) to (iv) (inclusive) and the definition of Related Agreement Termination Event in Condition 7(l)(vi) shall not apply and shall be replaced by the following definition:

"(vi) the early termination in full of any Swap Agreement entered into in respect of the Notes other than where (i) the Issuer is the Defaulting Party (as defined in the relevant Swap Agreement) and the relevant event of default relates to the insolvency of the Issuer, (ii) a Swap Default has occurred, (iii) where an Annex to these Conditions is applicable or Condition 7(o)(B) applies, the Swap Agreement terminates in whole or in part as a result of an event in respect of which the Calculation Agent determines that it is not possible to make an adjustment to the terms of the Notes in respect of such event in accordance with such Annex or Condition 7(o)(B) but due to the application of provisions relating to delayed redemption in the relevant Annex or Condition 7(o)(B)(c), the Notes are not due to be redeemed until the Maturity Date or (iv) the Swap Agreement terminates due to the purchase by the Issuer of all the outstanding Notes of a series (a "**Related Agreement Termination Event**");".

Where the Series of Notes has been issued through a Multi-Series Compartment, the reference to "Swap Agreement" in Condition 7(l)(vi) shall be deemed to be a reference to the relevant Series Transaction(s) entered into in respect of such Series of Notes.

"**Series Transaction**" means where a Swap Agreement has been entered into in respect of the Notes and one or more series of Related Notes, the transaction under the relevant Swap Agreement relating to the relevant Series of Notes.

As used in this Condition 7(l) (and where such term is used in Condition 7(w)):

"**Authority**" means any nation, any political subdivision thereof, whether state or local, any international organisation, and any agency, authority, instrumentality, judicial or administrative, regulatory body, law enforcement body, securities or futures exchange, court, central bank or other

entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;

**"BNP Paribas Group"** means BNP Paribas together with its consolidated subsidiaries;

**"BRRD"** means Directive 2014/59/EU of the Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms as published in the Official Journal of the European Union on 12 June 2014, as amended from time to time (including by the Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 amending Directive 2014/59/EU as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC) or such other directive as may come in effect in the place thereof;

**"CRD IV Rules"** means any or any combination of the CRD IV, the CRR and any CRD IV Implementing Measures;

**"CRD IV"** means the Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as published in the Official Journal of the European Union on 27 June 2013, as amended from time to time (including by Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures) or such other directive as may come into effect in place thereof ;

**"CRD IV Implementing Measures"** means any regulatory capital rules implementing the CRD IV Directive or the CRR which may from time to time be introduced, including, but not limited to, delegated or implementing acts (regulatory technical standards) adopted by the European Commission, national laws and regulations, and regulations and guidelines issued by the Relevant Regulator, which are applicable to the Reference Security Issuer and which prescribe the requirements to be fulfilled by financial instruments for inclusion in the regulatory capital of the Reference Security Issuer;

**"CRR"** means the Regulation 2013/575 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, as published in the Official Journal of the European Union on 27 June 2013, as amended from time to time (including by Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) No 648/2012) or such other directive as may come into effect in place thereof;

**"MREL/TLAC Requirements"** means the minimum requirement for own funds and eligible liabilities and/or total loss-absorbing capacity requirements applicable to the Reference Security Issuer and/or the BNP Paribas Group referred to in the BRRD, any other EU law or regulation and relevant implementing legislation and regulation in France and/or any other legislation or regulation as may come in effect in the place of, or in addition to, any of the foregoing which relates to requirements for own funds and eligible liabilities and/or capacity to absorb losses;

**"Reference Security Issuer"** means the issuer(s) of the Reference Securities specified in the applicable Final Terms;

**"Relevant Regulator"** means the European Central Bank and any successor or replacement thereto, or other authority (including, but not limited to any resolution authority) having primary

responsibility for the prudential oversight and supervision of the Reference Security Issuer or the application of the Relevant Rules to the Reference Security Issuer and the BNP Paribas Group;

**"Relevant Regulatory Law"** means:

- (a) the United States Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;
- (b) Regulation (EU) No 648/2012 of the European Parliament and the Council of 4 July 2012 on OTC Derivatives, Central Counterparties and Trade Repositories and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto, as amended from time to time;
- (c) Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast) and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;
- (d) Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;
- (e) Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto ("**AIFMD**"); and
- (f) the implementation or adoption of, or any change in, any applicable law, regulation, rule, guideline, standard or guidance after the Trade Date, and with applicable law, regulation, rule, guideline, standard or guidance for this purpose meaning any similar, related or analogous law, regulation, rule, guideline, standard or guidance to those in paragraphs (a) to (e) above or any law or regulation that imposes a financial transaction tax or other similar tax;

**"Relevant Rules"** means at any time the laws, regulations, requirements, guidelines and policies of the Relevant Regulator relating to capital adequacy applicable to the Reference Security Issuer from time to time including, for the avoidance of doubt, applicable rules contained in, or implementing the CRD IV Rules and/or the BRRD; and

**"Resolution Rules"** means the BRRD and any other EU law or regulation and relevant implementing legislation and regulations in France relating thereto.

(m) *Redemption for taxation and other reasons*

- (i) If so specified in the Final Terms, then if the Issuer, on the occasion of the next payment due in respect of the Notes, would be required by law to withhold or account for tax or would suffer tax in respect of its income or payments so that it would be unable to make payment of the full amount due, the Issuer shall so inform the Trustee and the Swap Counterparty in writing and shall use all reasonable endeavours to arrange the substitution

of a company incorporated in another jurisdiction approved in writing by the Trustee and the Swap Counterparty as the principal obligor or to change (to the satisfaction of the Trustee and the Swap Counterparty) its residence for taxation purposes to another jurisdiction approved in writing by the Trustee and the Swap Counterparty and, if it is unable to arrange such substitution or change before the next payment is due in respect of the Notes, the Issuer shall forthwith give not more than 30 nor less than 15 days' notice (unless otherwise specified in the Final Terms) to the Trustee and the Noteholders (which notice shall be irrevocable), and upon expiry of such notice shall redeem all but not some only of the Notes at their Early Redemption Amount together with interest (if any) accrued to the date fixed for redemption. Such notice shall be given promptly upon the occurrence of any of the above events.

- (ii) Where this Condition 7(m) is specified as being applicable in the applicable Final Terms, if (x) a Swap Agreement is terminated in whole for any reason save for where Condition 7(f) (*Redemption following Swap Counterparty optional termination*) is applicable and the Swap Counterparty exercises its rights to terminate the Swap Agreement according to its terms or a Repurchase Agreement is terminated for any reason, or a Deposit Agreement is terminated for any reason in each case save where the Issuer has purchased all the Notes pursuant to, and in accordance with, Condition 7(i) (*Purchases*); or (y) the Issuer satisfies the Trustee (by the provision of such certificates and opinions as the Trustee deems necessary) that the performance of its obligations under the Notes or that any arrangements made to hedge its position under the Notes have or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, then the Issuer shall forthwith give not more than 25 nor less than 10 days' notice (unless otherwise specified in the Final Terms) to the Trustee, the Noteholders and the Swap Counterparty (which notice shall be irrevocable) and on the expiry of such notice shall redeem all but not some only of the Notes at their Early Redemption Amount together with interest (if any) accrued to the date fixed for redemption. Such notice shall be given promptly upon the occurrence of either of the above events and such redemption made, unless the Trustee shall certify to the Issuer that it considers in its absolute discretion that it is in the interests of the holders of the Notes that such notice and redemption be delayed or not given or made, as the case may be, or an Extraordinary Resolution of the holders of the Notes shall otherwise direct.

(n) *Maturity Date Extension*

Where:

- (A) "**Maturity Date Extension**" is specified in the applicable Final Terms as being applicable on the Early Redemption Date (or on the Maturity Date if the Early Redemption Event occurs on such date); and/or
- (B) Swap Termination Without Redemption is specified in the applicable Final Terms as being applicable, a Swap Default has occurred and the Issuer has not received any Early Termination Amount (as defined in the Swap Agreement) due to it in the manner set out in Condition 8(k) (*Swap termination*) on or prior to the Maturity Date,

the terms of this Condition 7(n) shall apply as set out below, provided that, where sub-clause (B) applies and no Early Redemption Event has also occurred, the provisions of Conditions 7(n)(i), 7(n)(ii), 7(n)(vi) and 7(n)(vii) only shall apply.

- (i) Where the Issuer has not received in full the amount it is scheduled to receive on or prior to such date in respect of any of the Charged Assets relating to the relevant Notes (such assets, the "**Non-Performing Assets**") it shall, on the Early Redemption Date or the Maturity Date, as the case may be, pay any amounts it has received in respect of the Charged Assets *pro rata* to the Noteholders (provided that all amount(s) which are to be deducted from such amounts in accordance with the definition of Liquidation Proceeds have been paid in full or, where a Swap Default has occurred and Swap Termination Without Redemption applies

and no Early Redemption Event has also occurred, the amounts which are to be deducted as set out in Condition 8(k) (the "**Deduction Amounts**") and redemption in full of the Notes will be postponed until the date specified in the applicable Final Terms as the "Extended Maturity Date" (the "**Extended Maturity Date**"), provided that if during the Extension Period the Calculation Agent gives at least three Business Days' notice to the Issuer that the Calculation Agent, in good faith and in a commercially reasonable manner, has determined that the Issuer will not receive any further amounts in respect of the Non-Performing Assets and that it will not be possible to realise any further amounts in respect of the Non-Performing Assets, the date on which such notice expires shall be deemed to be the actual Extended Maturity Date and no further amounts shall be paid by the Issuer in respect of the Notes following such date.

- (ii) On each day in the Extension Period falling three Business Days after the receipt of any amounts by the Issuer in respect of any Non-Performing Asset, the Issuer shall procure that such amounts are paid *pro rata* to the Noteholders as set out in Condition 7(n)(v) and provided that the Deduction Amounts have been paid in full.
- (iii) The Issuer shall appoint an agent (which may be the Swap Counterparty, provided the Swap Counterparty is not the obligor in respect of a relevant Non-Performing Asset, or the Trustee or any other party which the Issuer may appoint with the consent of the Trustee) to assist it in recovering amounts in respect of the Non-Performing Assets (a "**Realisation Agent**"). Any fees, costs and expenses charged and incurred by the relevant Realisation Agent will be deducted from the amounts available to pay Noteholders or any other Secured Party which is entitled to such amounts.
- (iv) If "Sale of Assets" is specified in the applicable Final Terms and there is a Non-Performing Asset, the Issuer shall, at the request of the Calculation Agent, procure that any Non-Performing Asset and any other Charged Asset in respect of the relevant Compartment (or the Issuer's rights thereto) which the Issuer is requested by the Calculation Agent to sell shall be sold by the relevant Disposal Agent prior to the Extended Maturity Date and the proceeds from such sale (less any costs or expenses incurred in such sale) will be applied in accordance with the terms of this Condition 7(n) and, if the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, that such sale is not possible in respect of any Non-Performing Asset, it shall be deemed that the amount received in respect of such Non-Performing Asset is equal to zero.
- (v) The total amount received in respect of the Charged Assets in the period from, and including, the Maturity Date or the Early Redemption Date, as the case may be, to, but excluding, the Extended Maturity Date (the "**Extension Receipts**") shall be deemed to form part of the Liquidation Proceeds as set out in Condition 7(e) provided that, to the extent amounts are owed to Secured Parties other than the Noteholders in respect of the relevant Series of Notes, the Issuer shall apply the Extension Receipts in accordance with the applicable Order of Priority which would apply following a Note Acceleration in respect of the Notes and any reference to amounts being paid to the Noteholders in this Condition 7(n) shall be construed accordingly.
- (vi) No interest shall accrue on the Notes for the period from, and including, the Maturity Date or the Early Redemption Date, as the case may be, to, and including, the Extended Maturity Date if redemption of the Notes in whole or in part is postponed to the Extended Maturity Date in accordance with this Condition 7(n) unless specified otherwise in the applicable Final Terms.
- (vii) As used in this Condition 7(n), "**Extension Period**" means the period from, but excluding, the Maturity Date or the Early Redemption Date to, and including, the Extended Maturity Date.
- (o) *Additional Disruption Events and Optional Additional Disruption Events*
  - (A) **Definitions**

**"Additional Disruption Event"** means each of Change in Law and Hedging Disruption (unless specified to be not applicable in the applicable Final Terms);

**"Administrator/Benchmark Event"** means the Calculation Agent determines that:

- (a) a Benchmark Modification or Cessation Event has occurred or will occur;
- (b) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of a relevant Benchmark or the administrator or sponsor of a relevant Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the Issuer, the Issuing and Paying Agent or the Calculation Agent or any other entity is not, or will not be, permitted under any applicable law or regulation to use the relevant Benchmark to perform its or their respective obligations under the Notes; or
- (c) it is not commercially reasonable to continue the use of a relevant Benchmark in connection with the Notes from the perspective of the Issuer, the Issuing and Paying Agent or the Calculation Agent or the Issuer or the Calculation Agent suffers or will suffer an increased cost, in each case, as a result of any applicable licensing restrictions or changes in the cost of obtaining or maintaining any relevant licence (including, without limitation, where the Issuer, the Calculation Agent, the Issuing and Paying Agent or any other entity is required to hold a valid licence in order to issue or perform its obligations in respect of the Notes and for any reason such licence is either not obtained, not renewed or is revoked or there is a material change in the cost of obtaining or renewing such licence);

**"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.

**"Benchmark"** means any figure, value, level or rate which is a benchmark as defined in BMR where any amount payable or deliverable under the Notes, or the value of the Notes, is determined, in whole or in part, by reference to such figure, value, level or rate, all as determined by the Calculation Agent;

**"Benchmark Modification or Cessation Event"** means, in respect of the Benchmark any of the following has occurred or will occur:

- (a) any material change in such Benchmark; or
- (b) the permanent or indefinite cancellation or cessation in the provision of such Benchmark;

**"BMR"** means the EU Benchmarks Regulation (Regulation (EU) 2016/1011), as amended;

**"Cancellation Event"** means that in the determination of the Calculation Agent all or some of the Debt Securities are redeemed prior to their stated maturity date for any reason, and as a result thereof it is impossible, impracticable or unduly onerous for (i) the Issuer to hedge the Issuer's obligations in respect of the Notes and/or (ii) the Swap Counterparty or its Affiliates to hedge the Swap Counterparty's obligations in respect of the Swap Agreement;

**"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, any law or regulation in respect of tax, 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 Calculation Agent determines acting in good faith and in a commercially reasonable manner that:

- (a) it has become illegal for the Issuer, the Swap Counterparty and/or any of the Swap Counterparty's Affiliates to hold, acquire or dispose of any relevant hedge position relating to an Index (in the case of Index Linked Notes), any relevant hedge position relating to a Debt Security (in the case of Debt Linked Notes), any relevant hedge position relating to a Share (in the case of Share Linked Notes), any relevant hedge position relating to an ETI (in the case of ETI Linked Notes), any relevant hedge position relating to a Commodity or Commodity Index (in the case of Commodity Linked Notes), any relevant hedge position relating to a Fund Share (in the case of Fund Linked Notes) (other than where the Fund is a Euro Fund) or any relevant hedge position in respect of a Euro Fund (in the case of Fund Linked Notes (where the Fund is a Euro Fund) or any other hedge position relating to the Notes (each a "**Hedge**"); or
- (b) the Swap Counterparty or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in performing its obligations in respect of the Swap Agreement or, unless Hedge Maintenance Cost is specified as not applicable in the applicable Final Terms, in holding, acquiring or disposing of any Hedge;

"**Currency Event**" means that, on or after the Trade Date, it has become impracticable, illegal or impossible for the Issuer or the Swap Counterparty or any of the Swap Counterparty's Affiliates (a) to convert the relevant currency ("**Local Currency**") in which the Index, the Shares or the Debt Securities or any options or futures contracts or other hedging arrangement in relation to the Index, the Shares or the Debt Securities (for the purposes of hedging the Issuer's obligations under the Notes or the Swap Counterparty's obligations in respect of the Swap Agreement) are denominated, into the currency specified as the Settlement Currency in the applicable Final Terms (the "**Settlement Currency**"), as the case may be, 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 Securities or any options or futures contracts in relation to the Index, the Shares or the Debt Securities 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 Notes;

"**Extraordinary External Event**" means that, on or after the Trade Date, the performance of the Issuer's obligations under the Notes is prevented or materially hindered or delayed 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 the Swap Counterparty or any of its Affiliates, of all or substantially all of its assets in the Local Currency jurisdiction.



**"Failure to Deliver due to Illiquidity"** means, in the opinion of the Calculation Agent, it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets (the **"Affected Relevant Assets"**) comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for the Relevant Assets;

**"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 Swap Counterparty and/or any of its Affiliates 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 Swap Counterparty performing its obligations with respect to the Swap Agreement, 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 Swap Agreement, as determined by the Calculation Agent;

**"Hedging Party Default"** means any hedging counterparty to the Swap Counterparty and/or Affiliate of the Swap Counterparty in respect of the Swap Agreement relating to the Notes announces its inability to meet its financial obligations, ceases its payments or a court in its jurisdiction of incorporation opens insolvency proceedings against it and the Swap Counterparty and/or Affiliate of the Swap Counterparty is unable to replace such hedging counterparty on terms acceptable to the Swap Counterparty or the relevant Affiliate of the Swap Counterparty, as the case may be;

**"Hedging Shares"** means the number of components comprised in an Index (in the case of Index Linked Notes), or the number of Shares (in the case of Share Linked Notes) that the Swap Counterparty 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 Swap Agreement;

**"Increased Cost of Hedging"** means that the Swap Counterparty 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 transaction(s) or asset(s) or any futures or options contract on any Commodity or, in the case of a Commodity Index, Index Component (in the case of Commodity Linked Notes) or, in respect of any Index Linked Notes relating to a Custom Index, any relevant hedge positions relating to an Index or, in respect of any Debt Linked Notes, any relevant hedge positions relating to a Debt Security, it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest risk) of the Swap Counterparty performing its obligations under the Swap Agreement entered into with respect to the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s) or any such futures or options contract(s) or, in respect of any Index Linked Notes relating to a Custom Index, any relevant hedge positions relating to an Index or, in respect of any Debt Linked Notes, any relevant hedge positions relating to a Debt Security, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Swap Counterparty and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging;

**"Increased Cost of Stock Borrow"** means that the Swap Counterparty and/or any of its Affiliates would incur a rate to borrow any component security comprised in an Index (in the case of Index Linked Notes) or any Share (in the case of Share Linked Notes) 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 Linked Notes) or a Share (in the case of Share Linked Notes), the initial stock loan rate specified in relation to such Share, security, component or commodity 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 the Swap Counterparty or any of its Affiliates to purchase, sell, hold or otherwise deal (or to continue to do so in the future) in the Index, the Shares or the Debt Securities or, unless Hedging Arrangements is specified as not applicable in the applicable Final Terms, any options or futures contracts in relation to the Index, the Shares or the Debt Securities in order for the Issuer to perform its obligations:

- (a) under the Notes; or
- (b) unless Hedging Arrangements is specified as not applicable in the applicable Final Terms, in respect of any relevant hedging arrangements in connection with the Notes (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 or the Swap Counterparty and/or any of its Affiliates in order to hedge, either individually or on a portfolio basis, the Notes)

or the costs of so doing would (in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner) 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 Swap Counterparty and/or any of its Affiliates 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 Linked Notes) or any Share (in the case of Share Linked Notes), 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 Linked Notes) or a Share (in the case of Share Linked Notes), the Maximum Stock Loan Rate specified in the applicable Final Terms;

**"Optional Additional Disruption Event"** means any of Administrator/Benchmark Event, Cancellation Event, Currency Event, Failure to Deliver due to Illiquidity, Extraordinary External Event, Increased Cost of Hedging, Increased Cost of Stock Borrow, Jurisdiction Event, Insolvency Filing, Loss of Stock Borrow, Stop-Loss Event and/or Significant Alteration Event, in each case if specified in the applicable Final Terms;

**"Protected Amount"** means the amount specified as such in the applicable Final Terms;

**"Significant Alteration Event"** means any event or circumstance or combination of events or circumstances occurring after the Trade Date that is not attributable to the Issuer but which, in the determination of the Calculation Agent, acting in good faith and in a commercially reasonable manner, significantly alters the economics of the Notes as at the

Trade Date where such event causes renders the performance of the Issuer's obligations in performing its obligations under the Notes unduly onerous or results in a material increase in costs associated with the Notes as a consequence of change in any applicable law or regulation (including, without limitation, in respect of any tax laws, solvency or regulatory capital requirements), nationalisation, or regulatory action, or in other events of similar nature that comply with the above conditions, but, in each case, where such event does not constitute a force majeure pursuant to Condition 7(v), or, to the extent permitted by applicable law, in other similar events or circumstances that would in the determination of the Calculation Agent, acting in good faith and in a commercially reasonable manner, significantly alter the economics of the Notes as at the Trade Date;

**"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; and

**"Trade Date"** has the meaning given to it in the applicable Final Terms.

- (B) If an Additional Disruption Event and/or an Optional Additional Disruption Event occurs (other than in respect of Failure to Deliver due to Illiquidity), the Calculation Agent may take the action described in (a) or, if applicable, (b), (c), (d) or (e) below, as the case may be, provided that where the circumstances giving rise to such Additional Disruption Event and/or Optional Additional Disruption Event result in a determination, adjustment or calculation being made in respect of the relevant Swap Agreement, the Calculation Agent shall, to the extent applicable, make the corresponding determination, adjustment or calculation in respect of the Notes:
  - (a) determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement 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. In the case of an Administrator/Benchmark Event, such adjustment may (a) consist of one or more amendments and/or be made on one or more dates, (b) be determined by reference to any adjustment(s) in respect of the relevant event or circumstance in relation to any hedging arrangements in respect of the Notes and (c) include, without limitation, selecting a successor benchmark(s) and making related adjustments to the Conditions of the Notes including, where applicable, and unless Unwind Costs is specified as not applicable, to reflect any increased costs of the Issuer providing such exposure to the successor benchmark(s) and, in the case of more than one successor benchmark, making provision for allocation of exposure as between the successor benchmarks;
  - (b)
    - (i) unless Delayed Redemption on Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event, Market Value, Highest Value or Monetisation Option is specified in the applicable Final Terms, on giving notice to Noteholders in accordance with Condition 18 of the Notes (*Notices*), notify the Issuer and the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the Early Redemption Amount in accordance with Condition 7(e), payment being made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes (*Notices*); or

- (ii) if Delayed Redemption on Occurrence of an Additional Disruption Event and/or Optional Additional Disruption Event is specified as being applicable in the applicable Final Terms, on the Maturity Date the Issuer shall redeem each Note at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms), (y) the Swap Early Termination Amount (if any) and (z) the Unused Charged Assets Proceeds (if any).

For the purposes of this Condition 7(o)(B)(c):

**"Swap Early Termination Amount"** means an amount (if any) equal to, in respect of each Note, and subject to a minimum of zero, a *pro rata* share of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap Agreement in whole or in part, and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure); and

**"Unused Charged Assets Proceeds"** means any amounts received by the Issuer from the Charged Assets other than the Swap Agreement which have not been used on or prior to the Maturity Date to pay interest and/or redemption amounts otherwise payable in respect of the Notes, amounts due to the Swap Counterparty under the Swap Agreement (including in respect of any Early Termination Amount due to the Swap Counterparty) and/or any fees, costs or expenses due to the Trustee and/or any of the Agents; or

- (iii) if Highest Value is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes (*Notices*), redeem all but not some only of the Notes and pay to each Noteholder an amount in respect of each Note held by such Noteholder calculated and paid on such date determined in accordance with Condition 7(e)(ix); or
  - (iv) if Market Value is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes (*Notices*), redeem all but not some only of the Notes and pay to each Noteholder an amount in respect of each Note held by such Noteholder calculated and paid on such date determined in accordance with Condition 7(e)(x); or
  - (v) if Monetisation Option is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes (*Notices*), redeem all but not some only of the Notes and pay to each Noteholder an amount in respect of each Note held by such Noteholder calculated and paid on such date determined in accordance with Condition 7(e)(xi); or
- (c) in the case of Index Linked Notes linked to a Custom Index, use commercially reasonable efforts to select a successor index with a substantially similar formula for and method of calculation as the Custom Index within twenty (20) Scheduled Custom Index Business Days of the occurrence of the relevant Additional Disruption Event or Optional Additional Disruption Event and, upon selection of such successor index (the **"Successor Index"**), promptly notify the Issuer and the Issuer will give notice to the Noteholders in accordance with Condition 18 of the Notes (*Notices*) and such index shall become the Successor Index and deemed to be a "Custom Index" for the purposes of the Notes and the Calculation Agent will make such adjustment, if any, to one or more of the Terms and Conditions and/or

the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate to account for the substitution. Such substitution and any relevant adjustment to the Terms and Conditions and/or the applicable Final Terms will be deemed to be effective as of the date selected by the Calculation Agent acting in good faith and in a commercially reasonable manner which may, but need not be the date on which the relevant Additional Disruption Event or Optional Additional Disruption Event occurred; or

- (d) in the case of Share Linked Notes linked to a Basket of Shares, 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 relevant issuer of such shares a "Basket Company" for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes) 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 acting in good faith and in a commercially reasonable manner determines appropriate, provided that in the event that any amount payable under the Notes 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:

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

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**") acting in good faith and in a commercially reasonable manner 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 determination of the Calculation Agent, acting in good faith and in a commercially reasonable manner:

- (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.

- (e) If a Failure to Deliver due to Illiquidity occurs, save in respect of Notes which are Credit Linked Notes where the provisions of Annex 10 (Additional Terms and Conditions for Credit Linked Securities) shall apply:
  - (X) subject as provided elsewhere in the Terms and Conditions of the Notes, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated Maturity Date in accordance with Condition 6(b) (*Physical Delivery*); and
  - (Y) in respect of any Affected Relevant Assets, in lieu of physical settlement and notwithstanding any other provision hereof, the Calculation Agent may, in good faith and in a commercially reasonable manner, require that the Issuer satisfies its obligations in respect of the relevant Notes by payment to the relevant Noteholders of the Failure to Deliver Settlement Price on the fifth Business Day following the date that notice of such election is given to the Noteholders in accordance with Condition 18 (*Notices*). Payment of the Failure to Deliver Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 (*Notices*).

For the purposes hereof:

**"Failure to Deliver Redemption Amount"** means, in respect of any relevant Note, the fair market value of such Note (taking into account the Relevant Assets comprising the Entitlement which have been duly delivered as provided above), less the cost to the Swap Counterparty and/or its Affiliates and/or the Issuer of, unless Unwind Costs are specified as not applicable in the applicable Final Terms, unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner (or, where, as provided above some Relevant Assets have been delivered, and a *pro rata* portion thereof has been paid, such *pro rata* portion).

- (C) Notwithstanding the foregoing, the Calculation Agent will adjust any relevant terms of the Notes as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Notes.
- (D) 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 Noteholders in accordance with Condition 18 (*Notices*) 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.
- (E) In determining to take a particular action as a result of an Additional Disruption Event or Optional Additional Disruption Event, the Calculation Agent is under no duty to consider the interests of Noteholders or any other person. In making any determination as to which action to take following the occurrence of an Additional Disruption Event or Optional Additional Disruption Event, (to the extent permitted by any applicable law) none of the Calculation Agent, the Issuer or the Swap Counterparty shall be responsible for any loss (including liability in respect of interest), underperformance or opportunity cost suffered or incurred by Noteholders or any other person in connection with the Notes as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Notes.
- (p) *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 shall (where a corresponding election is made by the Swap Counterparty in respect of the Swap Agreement relating to the Notes) 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 Redemption/Payment Basis for the Notes will

be amended (a "**Payout Switch**") from the Redemption/Payment Basis 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 Noteholders in accordance with Condition 18.

**"Automatic Payout Switch Event"** means that:

- (A) the SPS APS 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 SPS APS Valuation Date or (y) in respect of a SPS APS Valuation Period, as specified in the applicable Final Terms; or
- (B) if Digital Coupon or Snowball Digital Coupon is specified in the applicable Final Terms and Target Switch Payout is specified as applicable in the applicable Final Terms, the number of times the Digital Coupon Condition or Snowball Digital Coupon Condition, as the case may be, has been satisfied is equal to or greater than the Automatic Payout Switch Level as of a SPS APS Valuation Date;

**"Automatic Payout Switch Level"** means the number, amount, level or percentage specified as such in the applicable Final Terms;

**"SPS APS Valuation Date"** means each Averaging Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"SPS APS Valuation Period"** means each period specified as such in the applicable Final Terms; and

**"SPS APS Value"** means, in respect of a SPS APS Valuation Date or a SPS APS Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

(q) *Knock-in Event and Knock-out Event*

- (A) If "Knock-in Event" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant Notes which is expressed in the applicable Final Terms to be subject to a Knock-in Event, shall be conditional upon the occurrence of such Knock-in Event.
- (B) If "Knock-out Event" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant Notes which is expressed in the applicable Final Terms to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.
- (C) In respect of Index Linked Notes, Share Linked Notes, Debt Linked Notes or ETI Linked Notes, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day (a) in respect of Notes other than Custom Index Linked Notes or Debt Linked Notes, at any time during the one hour period that begins or ends at the Valuation Time the relevant Level triggers the Knock-in Level, the Knock-out Level, the Knock-out High Barrier, the Knock-out Low Barrier, the Knock-in Bottom Level, the Knock-in Top Level, the Knock-out Bottom Level or the Knock-out Top Level, as applicable, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, or (b) in respect of Custom Index Linked Notes or Debt Linked Notes, a Custom Index Disruption Event or Market Disruption Event, as applicable, is occurring, then (i) if "Disruption Consequences" are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Trading Disruption, Exchange Disruption, Early Closure, Custom Index Disruption Event or Market Disruption Event or (ii) if "Disruption Consequences" are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred; provided that if, by operation of this provision, no Knock-in Determination Day or Knock-

out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

- (D) In respect of Commodity Linked Notes or Currency Linked Notes, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Commodity Disrupted Day or a Disrupted Day, as applicable, then (i) if "Disruption Consequences" are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such day being a Commodity Disrupted Day or a Disrupted Day, as the case may be or (ii) if "Disruption Consequences" are specified as applicable in the applicable Final Terms, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.
- (E) In respect of Notes other than Custom Index Linked Notes or Debt Linked Notes, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the Level triggers the Knock-in Level, the Knock-out Level, the Knock-out High Barrier, the Knock-out Low Barrier, the Knock-in Bottom Level, the Knock-in Top Level, the Knock-out Bottom Level or the Knock-out Top Level, as applicable (a) in the case of Index Linked Notes, Share Linked Notes or ETI Linked Notes, a Trading Disruption, Exchange Disruption or Early Closure, (b) in the case of Currency Linked Notes, a Disruption Event or (c) in the case of Commodity Linked Notes, a Market Disruption Event, in each case occurs or exists, then (i) if "Disruption Consequences" are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Trading Disruption, Exchange Disruption, Early Closure, Disruption Event or Market Disruption Event or (ii) if "Disruption Consequences" are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that, in the case of Notes other than Commodity Linked Notes or Currency Linked Notes, if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.
- (F) In respect of Debt Linked Notes, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the exchange on which the relevant Debt Security is traded or on any exchange on which options contracts or futures contracts with respect to such Debt Security are traded and if on any Knock-in Determination Day or Knock-out Determination Day and at any time at which the relevant Level triggers the Knock-in Level, the Knock-out Level, the Knock-out High Barrier, the Knock-out Low Barrier, the Knock-in Bottom Level, the Knock-in Top Level, the Knock-out Bottom Level or the Knock-out Top Level, as applicable, a Market Disruption Event has occurred or is occurring, then (i) if "Disruption Consequences" are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Market Disruption Event or (ii) if "Disruption Consequences" are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out



Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

(G) *Definitions relating to Knock-in Event/Knock-out Event*

**"Knock-in Bottom Level"** means the level, amount, number or percentage (which must be a level, amount, number or percentage less than the Knock-in Top Level) 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;

**"Knock-in Determination Day"** means (a) each date, (b) each Scheduled Trading Day in the Knock-in Determination Period, (c) each Scheduled Custom Index Business Day in the Knock-in Determination Period, or (d) each Business Day in the Knock-in Determination Period, or (e) each Commodity Business Day in the Knock-in Determination Period, as specified in the applicable Final Terms;

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date;

**"Knock-in Event"** means:

- (a) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if the Notes are Currency Linked Notes and FX Knock-in Valuation is specified as applicable in the applicable Final Terms:
  - (i) if FX Coupon Performance is specified as applicable in the applicable Final Terms, that the FX Coupon Performance is; or
  - (ii) if Performance Value is specified as applicable in the applicable Final Terms, that the Performance Value is; or
- (c) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms and, if the Notes are Currency Linked Notes, unless FX Knock-in Valuation is specified as applicable in the applicable Final Terms:
  - (i) in respect of a single Underlying Reference, that the Level is; or
  - (ii) in respect of a Basket of Underlying References, that the amount determined by the Calculation Agent equal to the sum of the values of each Underlying Reference as the product of (x) the Level of such Underlying Reference and (y) the relevant Weighting is,
    - (1) unless Knock-in Range Level or Knock-in Bottom Level/Knock-in Top Level is specified in the applicable Final Terms, "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-in Level
    - (2) if Knock-in Range Level is specified in the applicable Final Terms "within" the Knock-in Range Level or
    - (3) if Knock-in Bottom Level/Knock-in Top Level is specified in the applicable Final Terms, either "less than" or "less than or equal to" the Knock-in Bottom Level or "greater than" or "greater than or equal to" the Knock-in Top Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of a Knock-in Determination Period, as specified in all the applicable Final Terms;

**"Knock-in Level"** means the FX Knock-in Level or the price, level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Knock-in Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"Knock-in Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Linked Notes (other than Custom Index Linked Notes), Share Linked Notes, ETI Linked Notes, Debt Linked Notes or Currency Linked Notes), a Commodity Business Day (in the case of Commodity Linked Notes), a Scheduled Custom Index Business Day (in the case of Custom Index Linked Notes), a Fund Business Day (in the case of Fund Linked Notes (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Notes), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

**"Knock-in Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Linked Notes (other than Custom Index Linked Notes), Share Linked Notes, ETI Linked Notes, Debt Linked Notes or Currency Linked Notes), a Commodity Business Day (in the case of Commodity Linked Notes), a Scheduled Custom Index Business Day (in the case of Custom Index Linked Notes), a Fund Business Day (in the case of Fund Linked Notes (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Notes), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

**"Knock-in Range Level"** means the range of Levels 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;

**"Knock-in Top Level"** means the level, amount, number or percentage (which must be a level, amount, number or percentage greater than the Knock-in Bottom Level) 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;

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time;

**"Knock-in Value"** means, in respect of a Knock-in Determination Day or a Knock-in Determination Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Knock-out Bottom Level"** means the level, amount, number or percentage (which must be a level, amount, number or percentage less than the Knock-out Top Level) 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;

**"Knock-out Corridor Value 1"** means the Level specified as such in the applicable Final Terms;

**"Knock-out Corridor Value 2"** means the Level specified as such in the applicable Final Terms;

**"Knock-out Determination Day"** means (a) each date, (b) each Scheduled Trading Day in the Knock-out Determination Period, (c) each Scheduled Custom Index Business Day in the Knock-out Determination Period, (d) each Fund Business Day in the Knock-out Determination Period, (e) each Business Day in the Knock-out Determination Period or (f) each Commodity Business Day in the Knock-out Determination Period as specified in the applicable Final Terms;

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date;

**"Knock-out Event"** means:

- (a) if Knock-out Corridor Range is specified as applicable in the applicable Final Terms, that:
    - (i) the Knock-out Corridor Value 1 in respect of the Underlying Reference is greater than or equal to the Knock-out High Barrier specified in the applicable Final Terms; and/or
    - (ii) the Knock-out Corridor Value 2 in respect of the Underlying Reference is less than or equal to the Knock-out Low Barrier specified in the applicable Final Terms;
  - (b) otherwise
    - (i) if SPS Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is, or
    - (ii) if the Notes are Currency Linked Notes and FX Knock-out Valuation is specified as applicable in the applicable Final Terms:
      - (A) if FX Coupon Performance is specified as applicable in the applicable Final Terms, that the FX Coupon Performance is; or
      - (B) if Performance Value is specified as applicable in the applicable Final Terms, that the Performance Value is, or
    - (iii) if SPS Knock-out Valuation is specified as not applicable in the applicable Final Terms and, if the Notes are Currency Linked Notes, unless FX Knock-out Valuation is specified as applicable in the applicable Final Terms:
      - (A) in respect of a single Underlying Reference, that the Level is; or
      - (B) in respect of a Basket of Underlying References, that the amount determined by the Calculation Agent equal to the sum of the values of each Underlying References as the product of (x) the Level of such Underlying Reference and (y) the relevant Weighting is,
- (1) unless Knock-out Range Level or Knock-out Bottom Level/Knock-out Top Level is specified in the applicable Final Terms, "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-out Level or, if applicable, (2) if Knock-out Range Level is specified in the applicable Final Terms, "within" the Knock-out Range Level or (3) if Knock-out Bottom Level/Knock-out Top Level is specified in the applicable Final Terms, either "less than" or "less than or equal to" the Knock-out Bottom Level or "greater than" or "greater than or equal to" the Knock-out Top Level, in each case, as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms;

**"Knock-out High Barrier"** means the level, amount, number or percentage (which must be a level, amount, number or percentage greater than the Knock-out Low Barrier) specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Knock-out Level"** means the FX Knock-out Level or the price, level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Knock-out Low Barrier"** means the level, amount, number or percentage (which must be a level, amount, number or percentage less than the Knock-out High Barrier) specified as such in the

applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Knock-out Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"Knock-out Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Linked Notes (other than Custom Index Linked Notes), Share Linked Notes, ETI Linked Notes, Debt Linked Notes or Currency Linked Notes), a Commodity Business Day (in the case of Commodity Linked Notes), a Fund Business Day (in the case of Fund Linked Notes (other than where the Fund is a Euro Fund)) or a Scheduled Custom Index Business Day (in the case of Custom Index Linked Notes) or Business Day (in the case of other Notes), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

**"Knock-out Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Linked Notes (other than Custom Index Linked Notes), Share Linked Notes, ETI Linked Notes, Debt Linked Notes or Currency Linked Notes), a Commodity Business Day (in the case of Commodity Linked Notes), a Scheduled Custom Index Business Day (in the case of Custom Index Linked Notes), a Fund Business Day (in the case of Fund Linked Notes (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Notes), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

**"Knock-out Range Level"** means the range of Levels 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;

**"Knock-out Top Level"** means the level, amount, number or percentage (which must be a level, amount, number or percentage greater than the Knock-out Bottom Level) 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;

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time;

**"Knock-out Value"** means, in respect of a Knock-out Determination Day or a Knock-out Determination Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Level"** means, for the purposes of this Condition, (i) the "official level", "official close", "last price", "traded price", "bid price" or "asked price" of the Underlying Reference, as specified in the applicable Final Terms, published by the Knock-in Observation Price Source or Knock-out Observation Price Source, as applicable, or (ii) if "Standard Level" is specified as applicable in the applicable Final Terms (a) in the case of Share Linked Notes and ETI Linked Notes, the price of the relevant Underlying Reference, (b) in the case of Index Linked Notes and Custom Index Linked Notes, the level of the relevant Underlying Reference, (c) in the case of Commodity Linked Notes the Relevant Price, or (d) in the case of Currency Linked Notes, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), (e) in the case of Debt Linked Securities, the bid price of the relevant Underlying Reference as determined by the Calculation Agent by reference to the bid price for such Underlying Reference appearing on the Relevant Screen Page, in each case determined by the Calculation Agent as of the Knock-in Valuation Time or Knock-out Valuation Time on any Knock-in Determination Day or Knock-out Determination Day, as applicable, or, in the case of the "official close" level, at such time as the

official close is published by the Knock-in Observation Price Source or Knock-out Observation Price Source, as applicable;

**"Payout Conditions"** means the terms and conditions set out in Annex 1 (*Additional Terms and Conditions for Payouts*).

**"Relevant Adjustment Provisions"** means:

- (a) in the case of Index Linked Notes, Index Linked Condition 1 (*Market Disruption*) and Index Linked Condition 2 (*Adjustments to an Index*);
- (b) in the case of Custom Index Linked Notes, Index Linked Condition 6 (*Adjustments to a Custom Index and Custom Index Disruption*), Index Linked Condition 11 (*Adjustments to a Custom Index and Custom Index Disruption (Equity Custom Index)*) and Index Linked Condition 16 (*Adjustments to a Custom Index and Custom Index Disruption (Commodity Custom Index)*);
- (c) in the case of Share Linked Notes, Share Linked Condition 1 (*Market Disruption*) and Share Linked Condition 2 (*Potential Adjustment Events and Extraordinary Events*);
- (d) in the case of ETI Linked Notes, ETI Linked Condition 2 (*Market Disruption*), ETI Linked Condition 3 (*Potential Adjustment Events*), and ETI Linked Condition 6 (*Consequences of an Extraordinary ETI Event*);
- (e) in the case of Commodity Linked Notes, Commodity Linked Condition 1 (*Market Disruption*) and Commodity Linked Condition 2 (*Consequences of a Market Disruption Event and Disruption Fallbacks*);
- (f) in the case of Currency Linked Notes, Currency Linked Condition 2 (*Disruption Events*) and Currency Linked Condition 3 (*Consequences of a Disruption Event*);
- (g) in the case of Fund Linked Securities, Fund Linked Condition 4 (*Consequences of an Extraordinary Fund Event*) and Fund Linked Condition 6 (*Fund Index Adjustment Event*); and
- (h) in the case of Debt Linked Notes, Debt Linked Condition 2 (*Market Disruption*), Debt Linked Condition 3 (*Correction of Debt Security Price*) and Debt Linked Condition 4 (*Redemption or Cancellation of a Debt Security*); and

**"Underlying Reference"** means, for the purposes of this Condition, each Index, Custom Index, Share, Debt Security, ETI Interest, Commodity, Commodity Index, Subject Currency or other basis of reference to which the relevant Notes relate.

(r) *Automatic Early Redemption*

- (A) If Automatic Early Redemption is specified as applicable in the applicable Final Terms, then unless previously redeemed or purchased and cancelled, if on (i) any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the applicable Final Terms, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date at an amount equal to the relevant Automatic Early Redemption Amount.

Notwithstanding the preceding paragraph, an Automatic Early Redemption Event 1 may only occur on an AER 1 Redemption Valuation Date or in respect of an AER 1 Redemption Valuation Period and an Automatic Early Redemption Event 2 may only occur on an AER 2 Redemption Valuation Date or in respect of an AER 2 Redemption Valuation Period.

- (B) *Definitions*

**"AER Dropback Trigger Value"** means in respect of an Automatic Early Redemption Valuation Date, the ER Dropback Value or the Lowest ER Dropback Value (each as defined in Payout Condition 3.3(b)), as specified in the applicable Final Terms;

**"AER Event 1 Underlying(s)"** means the Underlying Reference or each Underlying Reference comprising the Basket of Underlying References, in each case specified as such in the applicable Final Terms;

**"AER Event 2 Underlying(s)"** means the Underlying Reference or each Underlying Reference comprising the Basket of Underlying References, in each case specified as such in the applicable Final Terms;

**"AER Rate"** means the rate specified as such or determined in the manner set out in the applicable Final Terms;

**"Automatic Early Redemption Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount in the Settlement Currency equal to the Automatic Early Redemption Payout set out in the applicable Final Terms or, if not set out, an amount equal to the product of (i) the Calculation Amount and (ii) the sum of the relevant AER Redemption Percentage and the relevant AER Rate relating to that Automatic Early Redemption Date. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Note pursuant to this Condition;

**"Automatic Early Redemption Date"** means (i) if Target Automatic Early Redemption, FI Underlying Automatic Early Redemption or FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms, the Interest Payment Date immediately following the Automatic Early Redemption Valuation Date on which an Automatic Early Redemption Event occurs, or, otherwise, (ii) 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 Noteholder shall be entitled to any interest or further payment in respect of such delay;

**"Automatic Early Redemption Event"** means:

- (i) if Target Automatic Early Redemption is specified as applicable in the applicable Final Terms, that the Cumulative Coupon is equal to or greater than the Target Automatic Early Redemption Percentage;
- (ii) if FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms, that:
  - (1) (in respect of an Underlying Reference (other than a Subject Currency)) the Underlying Reference Level is; or
  - (2) (in respect of a Subject Currency), the FX Coupon Performance determined by the Calculation Agent is,
    - (A) equal to or greater than the Automatic Early Redemption Level 1 and
    - (B) less than or equal to the Automatic Early Redemption Level 2;
- (iii) if FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms, that the product of (i) the Rate of Interest and (ii) the Day Count Fraction, in each case in respect of the Current Interest Period is equal to or greater than the Automatic Early Redemption Percentage; or
- (iv) if Standard Automatic Early Redemption and SPS AER Valuation are specified as applicable in the applicable Final Terms, that:

- (1) the SPS AER Value 1 in respect of the AER Event 1 Underlying(s) is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 1 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 1**"); and/or
- (2) if Automatic Early Redemption Event 2 is specified as applicable in the applicable Final Terms, the SPS AER Value 2 in respect of the AER Event 2 Underlying(s) is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 2 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 2**");
- (v) if Standard Automatic Early Redemption is specified as applicable in the applicable Final Terms and SPS AER Valuation is specified as not applicable in the applicable Final Terms:
  - (1) (A) if AER Event 1 Basket is specified as not applicable in the applicable Final Terms, the Underlying Reference Level 1 or (B) if AER Event 1 Basket is specified as applicable in the applicable Final Terms, the Basket Price 1 is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 1 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 1**"); and/or
  - (2) if Automatic Early Redemption Event 2 is specified as applicable in the applicable Final Terms (A) if AER Event 2 Basket is specified as not applicable in the applicable Final Terms, the Underlying Reference Level 2 or (B) if AER Event 2 Basket is specified as applicable in the applicable Final Terms, the Basket Price 2 is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 2 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 2**"); or
- (vi) if Single Standard Automatic Early Redemption and SPS AER Valuation are specified as applicable in the applicable Final Terms, that the SPS AER Value is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level, as specified in the applicable Final Terms;
- (vii) if Single Standard Automatic Early Redemption is specified as applicable in the applicable Final Terms and SPS AER Valuation is specified as not applicable in the applicable Final Terms 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, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level as specified in the applicable Final Terms;
- (viii) if Digital Coupon or Snowball Digital Coupon is specified in the applicable Final Terms and SPS Target Automatic Early Redemption Event is specified in the applicable Final Terms, the number of times the Digital Coupon Condition or Snowball Digital Coupon Condition, as the case may be, has been satisfied is equal to or greater than the Automatic Early Redemption Level as of an Automatic Early Redemption Valuation Date;
- (ix) if Dropback AER is specified in the applicable Final Terms and:
  - (1) unless Dropback AER Trigger Event is specified in the applicable Final Terms, that the AER Dropback Trigger Value is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to"

the Automatic Early Redemption Level, as specified in the applicable Final Terms; or

- (2) if Dropback AER Trigger Event is specified in the applicable Final Terms, an AER Dropback Investment Event has not occurred on or prior to the Automatic Early Redemption Valuation Date.

**"Automatic Early Redemption Level"** means the price, level, amount, number or percentage specified as such 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 Level 1"** means the price, level, amount, number or percentage specified as such 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 Level 2"** means the price, level, amount, number or percentage specified as such 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 Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Automatic Early Redemption Valuation Date"** or **"AER 1 Redemption Valuation Date"** or **"AER 2 Redemption Valuation Date"** means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day (in the case of Index Linked Notes (other than Custom Index Linked Notes), Share Linked Notes, Debt Linked Notes, Currency Linked Notes or ETI Linked Notes) a Scheduled Custom Index Business Day (in respect of Custom Index Linked Notes), a Commodity Business Day (in respect of Commodity Linked Notes), a Fund Business Day (in the case of Fund Linked Notes (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Notes), as applicable, the next following Scheduled Trading Day, Scheduled Custom Index Business Day, Commodity Business Day, Fund Business Day or Business Day, as applicable, unless, in the case of Index Linked Notes, Share Linked Notes, Debt Linked Notes, Commodity Linked Notes, Currency Linked Notes or ETI Linked Notes, in the opinion of the Calculation Agent, any such day is a Disrupted Day (in the case of Index Linked Notes (other than Custom Index Linked Notes), Share Linked Notes, Debt Linked Notes, Currency Linked Notes or ETI Linked Notes), a Custom Index Disruption Event is occurring on such day (in respect of Custom Index Linked Notes) or a Market Disruption Event is occurring on such day (in respect of Commodity Linked Notes). If any such day is a Disrupted Day, a day on which a Custom Index Disruption Event is occurring or (except in the case of Commodity Linked Notes) a day on which a Market Disruption Event is occurring, as applicable, 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" or (in the case of Commodity Linked Notes) if any such day is a day on which a Market Disruption Event is occurring, then the provisions of "Pricing Date" shall apply *mutatis mutandis* as if references in such provision to "Pricing Date" were to "Automatic Early Redemption Valuation Date". For the purposes of the Relevant Adjustment Provisions, any references to "Valuation Date" shall be deemed to refer to "Automatic Early Redemption Valuation Date";

**"Automatic Early Redemption Valuation Period"** or **"AER 1 Redemption Valuation Period"** or **"AER 2 Redemption Valuation Period"** means the period specified as such in the applicable Final Terms;

**"Automatic Early Redemption Valuation Time"** means the time specified as such in the applicable Final Terms;



**"Basket of Underlying References"** means, for the purposes of this Condition 7(q), the Basket of Indices, Basket of Shares, ETI Basket, Basket of Debt Securities, Basket of Commodities, or other basis of reference to which the value of the relevant Notes 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 comprising the Basket of Underlying References 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;

**"Basket Price 1"** means, in respect of any AER 1 Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each AER Event 1 Underlying comprising the Basket of Underlying References as the product of (a) the Underlying Reference Level 1 of such AER Event 1 Underlying on such AER 1 Redemption Valuation Date and (b) the relevant Weighting;

**"Basket Price 2"** means, in respect of any AER 2 Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each AER Event 2 Underlying comprising the Basket of Underlying References as the product of (a) the Underlying Reference Level 2 of such AER Event 2 Underlying on such AER 2 Redemption Valuation Date and (b) the relevant Weighting;

**"Cumulative Coupon"** means, in respect of an Automatic Early Redemption Valuation Date, (a) the sum of the values calculated for each Interest Period preceding the Current Interest Period as the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for such Interest Period plus (b) the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for the Current Interest Period;

**"Current Interest Period"** means, in respect of an Automatic Early Redemption Valuation Date, the Interest Period during which such Automatic Early Redemption Valuation Date falls;

**"Multiple Underlying Interest Rate Gearing"** means, in respect of an Underlying Interest Rate<sub>(i)</sub> specified in the applicable Final Terms as a Multiple Underlying Component Rate, the number specified as such in the applicable Final Terms;

**"Multiple Underlying Reference Rate"** means, in respect of an Underlying Interest Rate<sub>(i)</sub> specified in the applicable Final Terms as a Multiple Underlying Component Rate, the Underlying Reference Rate determined in respect of such Underlying Interest Rate;

**"Multiple Underlying Reference Rate Value"** means the value calculated in accordance with the following formula:

$$\sum_{i=1}^n \text{Multiple Underlying Interest Rate Gearing}_{(i)} \times \text{Multiple Underlying Reference Rate}_{(i)}$$

**"Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"SPR AER Value", "SPS AER Value 1" or "SPS AER Value 2"** means, in respect of an Automatic Early Redemption Valuation Date, the value specified from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Target Automatic Early Redemption Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Underlying Reference"** means, for the purposes of this Condition 7(r), each Index, Custom Index, Share, Debt Security, ETI Interest, Commodity, Commodity Index, Subject Currency, Fund or other basis of reference to which the relevant Notes relate. If two or more Underlying Interest Rates are specified in the applicable Final Terms as Multiple Underlying Component Rates each Underlying Interest Rate<sup>(i)</sup> specified as such (together the **"Multiple Underlying Interest Rate"**) will be calculated separately and independently but for the purposes of this Condition 7 and the Underlying Interest Rate Linked Conditions shall be deemed to together constitute an Underlying Reference;

**"Underlying Reference Level"** means, in respect of any Automatic Early Redemption Valuation Date, (i) "official level", "official close", "last price", "bid price" or "asked price" of the Underlying Reference or the Italian Securities Reference Price, as specified in the applicable Final Terms, published by the Observation Price Source or (ii) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms, (a) in the case of Share Linked Notes and ETI Linked Notes, the price of the relevant Underlying Reference, (b) in the case of Index Linked Notes and Custom Index Linked Notes, the level of the relevant Underlying Reference, (c) in the case of Commodity Linked Notes, the Relevant Price, or (d) in the case of Currency Linked Notes, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), or (e) in the case of an Inflation Index, the Relevant Level, or (f) in the case of Debt Linked Notes, the bid price of the relevant Underlying Reference as determined by the Calculation Agent by reference to the bid price for such Underlying Reference appearing on the Relevant Screen Page or (iii) if FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms and Multiple Underlying Interest Rate is specified as applicable, Multiple Underlying Reference Rate Value, in each case, as determined by the Calculation Agent as of the Automatic Early Redemption 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" level is published by the Observation Price Source;

**"Underlying Reference Level 1"** means, in respect of any AER 1 Redemption Valuation Date, (i) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms, (a) in the case of Share Linked Notes and ETI Linked Notes, the price of the relevant AER Event 1 Underlying, (b) in the case of Index Linked Notes and Custom Index Linked Notes, the level of the relevant AER Event 1 Underlying, (c) in the case of Commodity Linked Notes, the Relevant Price, (d) in the case of Currency Linked Notes, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), or (e) in the case of an Inflation Index, the Relevant Level, in each case, as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on such AER 1 Redemption Valuation Date or (ii) in the case of Debt Linked Notes, the "last price" of the relevant AER Event 1 Underlying published by the Observation Price Source specified for such AER Event 1 Underlying; and

**"Underlying Reference Level 2"** means, in respect of any AER 2 Redemption Valuation Date, (i) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms, (a) in the case of Share Linked Notes and ETI Linked Notes, the price of the relevant AER Event 2 Underlying, (b) in the case of Index Linked Notes and Custom Index Linked Notes, the level of the relevant AER Event 2 Underlying, (c) in the case of Commodity Linked Notes, the Relevant Price, (d) in the case of Currency Linked Notes, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), or (e) in the case of an Inflation Index, the Relevant Level, in each case, as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on such AER 2 Redemption Valuation Date or (ii) in the case of Debt Linked Notes, the "last price" of the relevant AER Event 1 Underlying published by the Observation Price Source specified for such AER Event 1 Underlying.

## (C) Accrual

Notwithstanding Condition 5(k), if FI Underlying Automatic Early Redemption and Accrual to Automatic Early Redemption are specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs on an Automatic Early Redemption Valuation Date, interest will cease to accrue on such Automatic Early Redemption Valuation Date.

## (D) AER Rate Determination

(1) 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 (or such replacement page on that service which displays the information) as at the AER Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m. Brussels time, in the case of EURIBOR or Stockholm time, in the case of STIBOR) (the "**Screen Page AER Rate**") on the relevant AER Reference Rate Determination Date 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 on the AER Screen Page (or such replacement page on that service which displays the information) or, in the case of subparagraph (ii), fewer than three offered quotations appear on the AER Screen Page (or such replacement page on that service which displays the information), in each case as at the AER Specified Time, except as provided in paragraph (2) below 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 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 nearest 0.001 with 0.0005 being rounded upwards) of the relevant quotations, eliminating the highest quotation (or in the event that two or more quotations are identical, one of the highest) and the lowest (or in the event that two or more quotations are identical, one of the lowest) plus or minus (as applicable) 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 nearest 0.001, with 0.0005 being rounded upwards) of the rates per annum, as communicated to the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at the AER Specified Time on the relevant AER Reference Rate Determination Date, deposits in the Specified 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 plus or minus (as applicable) the AER Margin (if any).

If fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the AER Rate shall be the offered rate for deposits in the Specified 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 Specified Currency for a period equal to that which would have been used for the AER Reference Rate, at which, at 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 Euro-zone inter-bank market if the AER Reference Rate is EURIBOR or the Stockholm inter bank market, if the AER Reference Rate is STIBOR plus or minus (as applicable) the AER Margin (if any), as determined by the Calculation Agent.

If the AER Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the Calculation Agent shall determine the AER Rate from such source(s) as it acting in good faith and in a commercially reasonable manner, may select, except that if the Calculation Agent determines that the absence of the quotation is due to the discontinuation of the Screen Page AER Rate or the occurrence of a Reference Rate Fallback Event, then the AER Reference Rate will be determined in accordance with paragraph (2) below.

- (2) If the Calculation Agent determines at any time prior to any AER Reference Rate Determination Date, that the Screen Page AER Rate has been discontinued or a Reference Rate Fallback Event has occurred, the Calculation Agent will use, as a substitute for the Screen Page AER Rate, an alternative reference rate determined by the Calculation Agent to be the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency of the relevant rate (each a "**Relevant Nominating Body**") that is consistent with industry accepted standards, provided that, if two or more alternative reference rates are selected by any Relevant Nominating Body, the Issuer or the Calculation Agent, as applicable, shall determine which of those alternative reference rates is most appropriate to preserve the economic features of the relevant Notes. If the Calculation Agent notifies the Issuer that it is unable to determine such an alternative reference rate, the Calculation Agent will as soon as reasonably practicable (and in any event before the Business Day prior to the applicable AER Reference Rate Determination Date) appoint an agent (the "**Reference Rate Determination Agent**"), which will determine whether a substitute or successor rate, which is substantially comparable to the Screen Page AER Rate, is available for the purpose of determining the AER Reference Rate on each AER Reference Rate Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer of such successor rate to be used by the Calculation Agent to determine the AER Rate.

If the Reference Rate Determination Agent or the Calculation Agent, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the "**Replacement AER Reference Rate**"), for the purpose of determining the AER Reference Rate on each AER Reference Rate Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent or the Calculation Agent, as applicable, will also determine the changes (if any) required to the applicable Business Day Convention, the definition of Business Day, the AER Reference Rate Determination Date, the Day Count Fraction, and any method for obtaining the Replacement AER Reference Rate, including any adjustment needed to make such Replacement AER Reference Rate comparable to the Screen Page AER Rate, including, where applicable, and if Unwind Costs is specified as applicable in the applicable Final Terms, to reflect any increased costs of the Issuer providing such exposure to the Replacement Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement AER Reference Rate;

- (ii) references to the AER Reference Rate in these Conditions will be deemed to be references to the relevant Replacement AER Reference Rate, including any alternative method for determining such rate as described in (i) above;
- (iii) the Reference Rate Determination Agent or the Calculation Agent, as applicable, will notify the Issuer of the Replacement AER Reference Rate, and the details described in (i) above, as soon as reasonably practicable; and
- (iv) the Issuer will give notice to the Noteholders in accordance with Condition 18, the Issuing and Paying Agent and the Calculation Agent of the Replacement AER Reference Rate, and the details described in (i) above as soon as reasonably practicable but in any event no later than 5:00 p.m. (London time) on the Business Day prior to the applicable AER Reference Rate Determination Date.

The determination of the Replacement AER Reference Rate and the other matters referred to above by the Reference Rate Determination Agent or the Calculation Agent, as applicable, will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent, the Issuing and Paying Agent and the Noteholders, unless the Issuer, the Calculation Agent or the Reference Rate Determination Agent determines at a later date that the Replacement AER Reference Rate is no longer substantially comparable to the AER Reference Rate or does not constitute an industry accepted successor rate, in which case the Calculation Agent shall appoint or re-appoint a Reference Rate Determination Agent, as the case may be (which may or may not be the same entity as the original Reference Rate Determination Agent or the Calculation Agent) for the purpose of confirming the Replacement AER Reference Rate or determining a substitute Replacement AER Reference Rate in an identical manner as described in this paragraph (2). If the replacement Reference Rate Determination Agent or the Calculation Agent, as applicable, is unable to or otherwise does not determine a substitute Replacement AER Reference Rate, then the Replacement AER Reference Rate will remain unchanged.

The Reference Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the relevant rate as appointed by the Calculation Agent, (y) the Swap Counterparty or the Guarantor (if any) or (z) an affiliate of the Swap Counterparty, the Guarantor (if any) or the Calculation Agent.

- (3) 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 shall be such Minimum AER Reference Rate.

If the applicable Final Terms specifies a Maximum AER Reference Rate then, in the event that the AER Reference Rate determined in accordance with the above provisions is greater than such Maximum AER Reference Rate, the AER Rate shall be such Maximum AER Reference Rate.

If the relevant Reference Rate Fallback Event may also constitute an Administrator/Benchmark Event in the determination of the Calculation Agent pursuant to Condition 7(o)(A), the provisions of this Condition 7(r)(3) will apply.

Notwithstanding anything to the contrary in the provisions of (and all provisions referred to in) this Condition 7(r)(3), the Issuer, the Calculation Agent or Reference Rate Determination Agent (as applicable) may make all determinations and/or adjustments and take all actions in respect of the Securities as are provided for in connection with a Reference Rate Fallback Event or Administrator/Benchmark Event, as applicable, notwithstanding that such Reference Rate Fallback Event or Administrator/Benchmark Event, as applicable, may have occurred before the Issue Date of the Securities.

(s) *Condition to Final Payout Premium*

Where "Condition to Final Payout Payment" is specified as applicable in the applicable Final Terms, the obligation of the Issuer to pay a Final Payout Premium as part of the Final Redemption Amount will be subject to the receipt of an aggregate amount equal to the Final Payout Premium payable in respect of each Note outstanding on or prior to the Maturity Date from the Swap Counterparty under the Swap Agreement. In the event that the Swap Counterparty fails to pay an amount under the Swap Agreement or where the termination of the Swap Agreement has resulted from an Event of Default thereunder where the Swap Counterparty is the Defaulting Party, the Issuer will have no further obligation to pay an amount equal to the Final Payout Premium in respect of each Note (but without prejudice to the Issuer's obligations to pay an amount equal to the Scheduled Final Redemption Amount and, where applicable, any amounts due under Condition 8(k), less the relevant Final Payout Premium in respect of each Note) and no Event of Default will occur in respect of such non-payment save where the termination of the Swap Agreement has resulted from an Event of Default thereunder where the Issuer is the Defaulting Party.

For the purposes of this Condition 7(s):

**"Final Payout Premium"** means, in respect of a Note, a *pro rata* share of an amount equal to the amount by which the Scheduled Final Redemption Amount is greater than the amount which the Issuer is scheduled to receive in respect of the Charged Assets other than the Swap Agreement on maturity or termination of such assets; and

**"Scheduled Final Redemption Amount"** means an amount equal to the scheduled Final Redemption Amount which would have been payable by the Issuer had the Swap Counterparty paid the amounts it was scheduled to pay under the Swap Agreement and/or the Swap Agreement had not terminated prior to the Maturity Date.

(t) *Dual Currency Redemption Notes*

If the Notes are specified in the applicable Final Terms as Dual Currency Redemption Notes, any amount payable on the redemption of the Notes will be converted into the Settlement Currency at the Specified Exchange Rate specified in the applicable Final Terms or, if no Specified Exchange Rate is specified, the Settlement Currency Exchange Rate on the relevant Settlement Currency Exchange Rate Observation Date.

References to amounts payable on the redemption of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which be payable with respect to principal under Condition 6;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) the Instalment Amounts;
- (vi) the Automatic Early Redemption Amount (if any) of the Notes;
- (vii) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7(e)); and
- (viii) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

(u) *Illegality*

If the Calculation Agent determines that the performance of the Issuer's obligations under the Notes has become illegal in whole or in part for any reason, the Calculation Agent may notify the Issuer

and the Issuer shall redeem all but not some only of the Notes by giving notice to the Noteholders in accordance with Condition 18 (*Notices*), provided that, if such illegality also constitutes a force majeure, the provisions of Condition 7(v) will apply.

If the Issuer redeems the Notes then the Issuer will, if and to the extent permitted by applicable law:

- (i) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer pay to each Noteholder an amount in respect of each Note held by such Noteholder calculated and paid on such date determined in accordance with Condition 7(e)(ix);
- (ii) if Market Value is specified as applicable in the applicable Final Terms, the Issuer pay to each Noteholder an amount in respect of each Note held by such Noteholder calculated and paid on such date determined in accordance with Condition 7(e)(x);
- (iii) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer pay to each Noteholder an amount in respect of each Note held by such Noteholder calculated and paid on such date determined in accordance with Condition 7(e)(xi); or
- (iv) if Annex ERE is specified as applicable in the applicable Final Terms, redeem each Note by payment of an amount equal to the Early Redemption Amount determined in accordance with Condition 7(e) (or, where Annex 12 (*Additional Terms and Conditions for Notional Value Repack Securities*) applies, Collateral Linked Condition 1) and for the purposes of determining the Early Redemption Amount in accordance with Condition 7(e) (or Collateral Linked Condition 1, as the case may be), it shall be deemed that an Annex Early Redemption Event has occurred, payment being made in such manner as shall be notified to the Noteholders in accordance with Condition 18 (*Notices*).

(v) *Force majeure*

If the Calculation Agent determines that by reason of force majeure or act of state occurring after the Trade Date it becomes impossible for the Issuer to perform its obligations under the Notes, it may notify the Issuer and may either (i) take the action described in Condition 7(o)(B)(a) or, if applicable, (c) or (d) (save that references to "Additional Disruption Event" and/or "Optional Additional Disruption Event", as applicable will be deemed to be references to "force majeure") or (ii) request the Issuer to redeem all, but not some only, of the Notes and shall give notice of redemption to the Noteholders in accordance with Condition 18 (*Notices*).

If the Issuer redeems the Notes then the Issuer will:

- (A) if ERE Force Majeure/No Unwind Costs is specified as applicable in the applicable Final Terms, pay an amount to each Noteholder equal to the Early Redemption Amount determined in accordance with Condition 7(e)(vii) as if ERE Force Majeure/No Unwind Costs were applicable which amount shall be equal to the fair market value of a Note, taking into account such force majeure or act of state, provided that no account will be taken of costs (other than such costs that are unavoidable to early redeem the Notes at their fair market value) and no such costs shall be deducted; or
- (B) if Annex ERE is specified as applicable in the applicable Final Terms, if and to the extent possible or practicable redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the Early Redemption Amount determined in accordance with Condition 7(e) (or, where Annex 12 (*Additional Terms and Conditions for Notional Value Repack Securities*) applies, Collateral Linked Condition 1). For the purposes of determining the Early Redemption Amount in accordance with Condition 7(e) (or Collateral Linked Condition 1, as the case may be), it shall be deemed that an Annex Early Redemption Event has occurred.

Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes (*Notices*).

(w) *Physical Settlement*

Where Physical Settlement upon Physical Delivery Event is specified as applicable in the applicable Final Terms, Condition 7(w)(i) will apply and if Physical Settlement upon Early Redemption is specified as applicable in the applicable Final Terms, Condition 7(w)(ii) shall apply.

- (i) If, in the determination of the Calculation Agent, a Physical Delivery Event has occurred and no Early Redemption Event has occurred, then the Issuer (or an agent acting on the Issuer's behalf) shall as soon as reasonably practicable give notice of that event to the Noteholders in accordance with Condition 18 (*Notices*), the Trustee and the Swap Counterparty, and on the Unwind Date, the Issuer will deliver, in respect of each Note, the Entitlement in respect of such Note in accordance with Condition 7(w)(iii). Upon the occurrence of a Physical Delivery Event and the delivery of the Entitlement to the Noteholders, no termination of the Swap Agreement will occur in respect of such event but each Note shall be redeemed on the Maturity Date with a Final Redemption Amount equal to an amount equal to the Final Swap Payment. For, the avoidance of doubt, for the purposes of calculating the interest amount payable (if any) in respect of a Note on any Interest Payment Date following the occurrence of a Physical Delivery Event, the nominal amount of the Note shall be equal to its original Specified Denomination (subject to no Early Redemption Event having occurred). No Event of Default shall arise as a result of the occurrence of a Physical Delivery Event unless the Issuer fails to deliver the relevant Entitlements in accordance with Condition 7(w)(iii). Where the Calculation Agent determines that occurrence of an Early Redemption Event also constitutes a Physical Delivery Event such event shall be treated as a Physical Delivery Event in accordance with this Condition 7(w).

As used in this Condition 7(w)(i):

**"Final Swap Payment"** means a *pro rata* share of an amount equal to the payment which is paid by the Swap Counterparty to the Issuer under the Swap Agreement on or prior to the scheduled Maturity Date of the Notes the quantum of which is determined in whole or part by reference to the performance of the relevant Underlying Reference (as defined in Condition 7(r)) (an **"Underlying Reference Linked Payment"**) disregarding the effect of any payment netting or set off and excluding any such amounts paid by the Swap Counterparty which are used by the Issuer to fund payments of interest on the Notes or if there is no such Underlying Reference Linked Payment due under the Swap Agreement, zero;

**"Physical Delivery Event"** means the occurrence of one or more of a Reference Securities Regulatory Event, Reference Securities Restructuring Event and Regulatory Ratio Delivery Event;

**"Reference Securities Regulatory Event"** has the meaning given to it in Condition 7(l)(x);

**"Reference Securities Restructuring Event"** has the meaning given to it in Condition 7(l)(ix);

**"Regulatory Ratio Delivery Event"** means the Calculation Agent determines that (i) the Relevant Regulator has informed the Reference Security Issuer that the Reference Securities are, or are likely to be, an impediment to resolution of the Reference Security Issuer pursuant to the Resolution Rules, (ii) the Reference Securities do not comply with the criteria applicable to eligible liabilities and are or are likely to be, excluded from the eligible liabilities available to meet the MREL/TLAC Requirements of BNP Paribas according to the Relevant Rules as a consequence or (iii) the Reference Securities are deemed to fall



outside the category of obligations described in article L.613-30-3-I-4° of the French *Code monétaire et financier*; and

"**Unwind Date**" means the date notified to the Noteholders by, or on behalf of, the Issuer in the notice giving notice of the occurrence of one or more Physical Delivery Event and which date must be not less than two Business Days after the date on which such notice is given.

- (ii) If, in the determination of the Calculation Agent, an Early Redemption Event has occurred in respect of which the applicable Final Terms specify that Physical Delivery applies (a "**Physical Delivery Early Redemption Event**"), it shall notify the Issuer, and the Issuer (or an agent acting on the Issuer's behalf) shall give notice of the early redemption of the Notes to the holders of the Notes in accordance with Condition 18 (*Notices*) and the Trustee, and, on the date specified for redemption (which must be not less than 15 calendar days nor more than 30 calendar days after the date on which such notice is given by the Issuer) (the "**Early Redemption Date**"), the Issuer will deliver in respect of each Note the Entitlement in respect of such Note accordance with Condition 7(w)(iii) (where no prior Physical Delivery Event has occurred), together with payment of a *pro rata* share of the Physical Delivery Early Redemption Amount in respect of each Note. Redemption of the Notes on the Early Redemption Date will extinguish all obligations of the Issuer under the Notes. For the avoidance of doubt, if any Early Redemption Event occurs which is not a Physical Delivery Early Redemption Event, such Early Redemption Event shall be governed by Condition 7(l) and not this Condition 7(w).

For the purposes of this Condition 7(w)(ii), "**Physical Delivery Early Redemption Amount**" means an amount equal to any termination payment received by the Issuer under the relevant Swap Agreement and any amounts received from the realisation of the Charged Assets (other than the Reference Securities) after the deduction of any fees (including, without limitation, any legal fees), costs, expenses and taxes of the Issuer and, if applicable, any Delivery Agent, in respect of the delivery of the Reference Securities and the early redemption of the Notes, any due and unpaid fees, costs and expenses of the Trustee and the Agents and any amounts due to be paid to the Swap Counterparty under the Swap Agreement.

- (iii) Following the occurrence of a Physical Delivery Event or Physical Delivery Early Redemption Event, any delivery of the Entitlement shall take place in accordance with Condition 6(b). For the purposes of Condition 6(b)(C), following any Physical Delivery Early Redemption Event, the Expenses payable by a Noteholder shall be calculated after the application of any termination payment received by the Issuer from the Swap Counterparty to pay such Expenses (and the Physical Delivery Early Redemption Amount shall be reduced accordingly). The provisions of Condition 6(b)(i)(E) shall not apply to the Notes unless Settlement Disruption Event is specified to be applicable to Physical Delivery Events and/or Early Redemption Events in the applicable Final Terms.

- (iv) For the purposes of this Condition 7(w) (and where such term is used in Condition 6):

"**Entitlement**" means, in respect of each Note, a *pro rata* share of the Reference Securities then held by the Issuer or, where applicable, any securities or other assets resulting from the conversion of the Reference Securities into other securities ("**Alternative Securities**"); and

"**Relevant Assets**" means the Reference Securities and/or, as the case may be, any Alternative Securities.

(x) *Autoroll*

If Autoroll is specified as applicable in the applicable Final Terms and:

- (a) Autoroll Standard is specified in the applicable Final Terms and an Autoroll Event occurs, any of (i) the Final Payout and its related provisions, (ii) the Knock-in Event or Knock-out Event, as applicable, and its related provisions, (iii) the Automatic Early Redemption Event and its related provisions, (iv) the Strike Date, (v) the Coupon Payout and its related provisions and/or (vi) the Maturity Date, will be amended to the corresponding (i) Rolled Final Payout and its related provisions, (ii) Rolled Knock-in Event or Knock-out Event and its related provisions, (iii) Rolled Automatic Early Redemption Event and its related provisions, (iv) Rolled Strike Date, (v) Rolled Coupon Payout and its related provisions or (vi) Rolled Maturity Date, in each case specified in the applicable Final Terms on and after the Autoroll Date immediately following the SPS AR Valuation Date or SPS AR Valuation Period, as applicable, on or in respect of which the Autoroll Event occurs;
- (b) Autoroll Lock is specified in the applicable Final Terms and an Autoroll Event occurs, any level specified in the applicable Final Terms (each such level a "**Rolling Level**") in respect of (i) the Final Payout and its related provisions, (ii) the Knock-in Event or Knock-out Event and its related provisions, (iii) the Automatic Early Redemption Event and its related provisions and/or (iv) the Coupon Payout and its related provisions, will be amended to (x) if Autoroll Lock Product is specified in the applicable Final Terms, the product of such originally designated level and the relevant Locked Level or (y) if Autoroll Lock Divide is specified in the applicable Final Terms, such originally designated level divided by the relevant Locked Level, on and after the Autoroll Date immediately following the SPS AR Valuation Date or SPS AR Valuation Period, in respect of which the Autoroll Event occurs; or
- (c) Autoroll Shift is specified in the applicable Final Terms and an Autoroll Event occurs, any level specified in the applicable Final Terms (each such level a "**Rolling Level**") in respect of (i) the Final Payout and its related provisions, (ii) the Knock-in Event or Knock-out Event and its related provisions, (iii) the Automatic Early Redemption Event and its related provisions and/or (iv) the Coupon Payout and its related provisions, will be amended to the relevant Shifted Level, on and after the Autoroll Date immediately following the SPS AR Valuation Date or SPS AR Valuation Period, as applicable, on or in respect of which the Autoroll Event occurs.

Notice of any amendment to any Rolling Level pursuant to (b) or (c) above will be given to Holders of Securities in accordance with Condition 18 (*Notices*) of the Notes.

Where:

"**Autoroll Date**" means each date specified as such or determined pursuant to the provisions of the applicable Final Terms;

"**Autoroll Event**" means that:

- (a) if Autoroll Standard is specified in the applicable Final Terms, the SPS AR Value is (i) "greater than", (ii) "equal to or greater than", (iii) "less than" or (iv) "less than or equal to", as specified in the applicable Final Terms, the Autoroll Level, (x) on a SPS AR Valuation Date or (y) in respect of a SPS AR Valuation Period, as specified in the applicable Final Terms;
- (b) if Autoroll Lock is specified in the applicable Final Terms, the SPS AR Value is (i) "greater than", (ii) "equal to or greater than", (iii) "less than" or (iv) "less than or equal to", as

specified in the applicable Final Terms, any of the Lock Levels (x) on a SPS AR Valuation Date or (y) in respect of a SPS AR Valuation Period; or

- (c) if Autoroll Shift is specified in the applicable Final Terms, the SPS AR Value is (i) "greater than", (ii) "equal to or greater than", (iii) "less than" or (iv) "less than or equal to", as specified in the applicable Final Terms, the Shifted Level(t-1), (x) on a SPS AR Valuation Date or (y) in respect of a SPS AR Valuation Period, as specified in the applicable Final Terms;

**"Autoroll Level"** means the number, amount, level or percentage specified as such in the applicable Final Terms;

**"Cap Shifted Level"** means the Cap Percentage;

**"Coupon Payout"** means a payout set out in Payout Condition 1.1 or Payout 2.1;

**"Floor Shifted Level"** means the Floor Percentage;

**"Lock Level [1]/[2]/[3]/[4]"** means the number, amount, level or percentage specified as such in the applicable Final Terms;

**"Locked Level"** means:

- (a) if Lowest Lock Level is specified in the applicable Final Terms, where the SPS AR Value in respect of a SPS AR Valuation Date or SPS AR Valuation Period, as applicable, is less than a Lock Level, but greater than or equal to the next lowest Lock Level, the lower of those two Lock Levels; or
- (b) if Highest Lock Level is specified in the applicable Final Terms, where the SPS AR Value in respect of a SPS AR Valuation Date or SPS AR Valuation Period, as applicable, is less than a Lock Level, but greater than or equal to the next lowest Lock Level, the higher of those two Lock Levels;

**"Shifted Level(0)"** means the relevant Rolling Level or other number, amount, level or percentage specified as such in the applicable Final Terms;

**"Shifted Level(t-1)"** means, in respect of a SPS AR Valuation Date or a SPS AR Valuation Period, as applicable, the Shifted Level in respect of the immediately preceding SPS AR Valuation Date or SPS AR Valuation Period, as applicable, or if none, Shifted Level(0);

**"Shifted Level"** means:

- (a) in respect of a SPS AR Valuation Date, the SPS AR Value in respect of such SPS AR Valuation Date; or
- (b) in respect of a SPS AR Valuation Period, and:
  - (i) if Lowest Shifted Level is specified in the applicable Final Terms, the lowest SPS AR Value on any SPS AR Valuation Date in such SPS AR Valuation Period;
  - (ii) if Highest Shifted Level is specified in the applicable Final Terms, the highest SPS AR Value on any SPS AR Valuation Date in such SPS AR Valuation Period; or
  - (iii) if neither Lowest Shifted Level or Highest Shifted Level is specified in the applicable Final Terms, then SPS AR Value in respect of such SPS AR Valuation Period,

provided that, the Shifted Level in respect of such SPS AR Valuation Date or SPS AR Valuation Period, as applicable, will not be (i) less than the Floor Shifted Level or (ii) greater than the Cap Shifted Level;

**"SPS AR Valuation Date"** means each Averaging Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"SPS AR Valuation Period"** means each period specified as such in the applicable Final Terms; and

**"SPS AR Value"** means, in respect of a SPS AR Valuation Date or a SPS AR Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

(y) *Suspension of payments*

Where "Suspension of Payments" is specified as applicable in the applicable Final Terms, if the Calculation Agent determines that a Suspension Event has occurred, no payment of principal or interest shall be made by the Issuer in respect of the Notes during the Suspension Period as set out in Condition 5(k) (in the case of interest) or Condition 7(a) (in the case of principal). If, at any time during the Suspension Period, the Calculation Agent determines that an Early Redemption Event has occurred, then the provisions of Condition 7(l) shall apply. In determining whether a payment failure has (or may have) occurred, the Calculation Agent may rely on evidence of non-receipt of funds. For the purposes of these Conditions:

**"Suspension Event"** means the Calculation Agent determines that facts exist which may (assuming the expiration of any applicable grace period) amount to (a) an Asset Payment Default Event (disregarding any terms allowing for non-payment, deferral or adjustments to any scheduled payments and any notice period in respect thereof) in respect of any relevant Reference Securities (where Asset Payment Default Event is specified as an Early Redemption Event in respect of the relevant Notes), or (b) to an Asset Default Event in respect of any relevant Reference Securities (where Asset Default Event is specified as an Early Redemption Event in respect of the relevant Notes) or (c) an RCA Payment Default Event as if No Grace Period had been specified in the applicable Final Terms (and disregarding any terms allowing for non-payment, deferral or adjustments to any scheduled payments and any notice period in respect thereof) in respect of any relevant Reference Securities (where Annex 12 (*Additional Terms for Notional Value Repack Securities*) is applicable and RCA Payment Default Event is specified as an Early Redemption Event in respect of the relevant Notes);

**"Suspension Period"** means, where "Suspension of Payments" is specified as applicable in the applicable Final Terms, the period commencing on the Suspension Period Start Date and with a duration equal to:

- (a) if no period is specified in the applicable Final Terms as the Suspension Period, the longer of (i) ten Business Days and (ii) the grace period applicable to the relevant Reference Securities (determined in accordance with the terms and conditions of the relevant Reference Securities); or
- (b) the period specified in the applicable Final Terms as the Suspension Period; and

**"Suspension Period Start Date"** means the date on which the Calculation Agent determines that a Suspension Event has occurred.

(z) *Open End Notes*

If "Open End" is specified as applicable in the relevant Final Terms, unless the Notes have previously been redeemed or purchased and cancelled:

- (i) unless the Notes are specified as "Put/Call Open End Notes" in the applicable Final Terms, the Conditions of the Notes will include (a), an option for the Issuer to redeem each Note

by payment of the Final Redemption Amount on the Maturity Date of such Open End Notes, which will, notwithstanding any provision to the contrary, be the date falling (5) five Business Days after the relevant Averaging Date, Observation Date, Strike Date or, as applicable, Valuation Date determined by the Calculation Agent, and such option is deemed exercised where the Issuer notifies the relevant Averaging Date, Observation Date, Strike Date or Valuation Date so determined by the Calculation is notified to the Noteholders at the latest ten (10) Business Days (or such other notice period specified in the applicable Final Terms) prior to the contemplated date in accordance with Condition 18 and (b) an option for the Noteholder of any Open End Note to give notice to the Issuer not less than the minimum notice period nor more than the maximum notice period, in each case, specified in the applicable Final Terms (the "**Notice Period**") and, upon the expiry of such Notice Period, the Issuer will redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), each such Note at the Final Redemption Amount on the relevant Maturity Date. The Maturity Date of such Open End Notes will, notwithstanding any provision to the contrary, be the date falling (5) five Business Days after the relevant Averaging Date, Observation Date, Strike Date or, as applicable, Valuation Date, determined by the Calculation and notified to Noteholders in accordance with Condition 18. To validly exercise such option, the Noteholder must deliver a Put Notice in accordance with the provisions of the last paragraph of Condition 7(d) (save that references to Optional Redemption Date shall be deemed to refer to the Maturity Date); or

- (ii) if the Securities are specified as "Put/Call Open End Notes" in the applicable Final Terms, each Note will include an Issuer Call Option, exercisable in accordance with the provisions of Condition 7(b) and a Holder Put Option, exercisable in accordance with the provisions of Condition 7(c).

If the date for payment of any amount in respect of the Notes is not a Business Day, the noteholder 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.

## 8. Charged Assets

### (a) *Compartment Assets*

- (i) In respect of any Series of Notes, "**Compartment**" shall mean the compartment created by the Board of the Issuer pursuant to the Securitisation Act 2004 under which the Notes are to be issued. Each Compartment will comprise a pool of Issuer assets and liabilities separate from the pools of Issuer assets and liabilities relating to any other Compartments. In respect of any Series of Notes and any Related Notes, such assets will consist of the Charged Assets (as defined in Condition 8(c) (*Compartment Security*) below), which Charged Assets may include, *inter alia*, the assets specified in the applicable Final Terms as "Compartment Assets" or where such assets are converted into or exchanged for new assets, such new assets or, in each case any redemption or other proceeds received by the Issuer in respect thereof relating to such exchange or conversion (the "**Compartment Assets**") and which Compartment Assets may be specified in the applicable Final Terms to be "Reference Securities" or where such assets are converted into or exchanged for new assets, such new assets or, in each case any redemption or other proceeds received by the Issuer in respect thereof relating to such exchange or conversion (the "**Reference Securities**").
- (ii) Subject to the Trust Deed (but without prejudice to the rights of the Issuer under Condition 7(n) (*Maturity Date Extension*)), in order to meet any part of its obligations under the Notes or any Related Notes in respect of (A) any redemption thereof, (B) any Related Agreements or "Related Agreements" (as defined under the terms and conditions of any such Related Notes), (C) any agreements for the purchase of the Notes or Related Notes or (D) any other

payments (if any) due from the Issuer under these Conditions and/or the Trust Deed in relation to the Notes or Related Notes, the Issuer may, at any time, procure the liquidation of some or all of the Compartment Assets provided that (1) where such liquidation relates to a Multi-Series Compartment where there are Related Notes outstanding and (2) the Compartment Asset Coverage Test is specified to be applicable in the applicable Final Terms, the Issuer shall not liquidate any Compartment Asset where such liquidation would mean that the Compartment Asset Coverage Test would be breached (determined as of the date of the relevant liquidation) in respect of any remaining Notes and/or Related Notes.

As used in these Conditions:

**"Compartment Asset Coverage Percentage"** means 100 per cent. or such other percentage specified in the applicable Final Terms of (a) the aggregate principal amount outstanding of the Notes and Related Notes remaining after the purchase or redemption of Notes referred to in this Condition 8(a)(ii) or, as applicable, the issue of Further Notes or Related Notes referred to in Condition 16 or (b) if Compartment Asset Coverage Market Value Percentage is specified to be applicable in the applicable Final Terms, the market value (as determined by the Calculation Agent) of the Notes and Related Notes remaining after the purchase or redemption of Notes referred to in this Condition (a)(ii) or, as applicable, the issue of Further Notes or Related Notes referred to in Condition 16.

**"Compartment Asset Coverage Test"** means (a) where Compartment Asset Coverage Market Value is specified as applicable in the applicable Final Terms, the market value of the Compartment Assets held in respect of the relevant Compartment (as determined by the Calculation Agent) is equal to or greater than the Compartment Asset Coverage Percentage or (b) where Compartment Asset Coverage Nominal Value is specified as applicable in the applicable Final Terms, the nominal amount of the Compartment Assets held in respect of the relevant Compartment (as determined by the Calculation Agent) is equal to or greater than the applicable Compartment Asset Coverage Percentage.

- (iii) In accordance with the Securitisation Act 2004, the Charged Assets are available exclusively to satisfy the rights of the Secured Parties (as defined in Condition 8(e) (*Application of Proceeds*)).
- (iv) In connection with the issue of the Notes and any Related Notes there may be executed one or more interest rate and/or currency exchange agreements, credit default swap agreements, swap agreements exchanging payment flows on an asset, total return swap agreements, option agreements and/or other derivative transactions (each a **"Swap Agreement"**) between the Issuer and one or more swap counterparties (each a **"Swap Counterparty"**) and one or more deposit agreements (each a **"Deposit Agreement"**) between the Issuer and one or more deposit counterparties (each a **"Deposit Counterparty"**), one or more collateral exchange agreements (each a **"Collateral Exchange Agreement"**) between the Issuer and one or more collateral exchange counterparties (each a **"Collateral Exchange Counterparty"**) and one or more repurchase agreements (each a **"Repurchase Agreement"**) with BNP Paribas or BNP Paribas Financial Markets S.N.C. as specified in the Final Terms (each a **"Repo Counterparty"** and, together with each Swap Counterparty, each Collateral Exchange Counterparty and Deposit Counterparty, each a **"Counterparty"**). In addition, in connection with any issue of Notes and Related Notes, the Issuer and the Swap Counterparty may enter into a credit support annex, credit support deed or pledge or such other security interest governed by the law of such jurisdiction as specified in the applicable Final Terms over collateral in favour of the Issuer in connection with any relevant Swap Agreement (a **"Credit Support Annex"**, a **"Credit Support Deed"** and a **"Pledge"** respectively and, together with the Swap Agreement, the Deposit Agreement, the Collateral Exchange Agreement and the Repurchase Agreement, the **"Related Agreements"**).
- (v) The Issuer may enter into one or more Related Agreement(s) including a Swap Agreement. Under the Swap Agreement payments will be made on Swap Business Days. Where in the applicable Issue Deed any of the Swap Agreement, Repurchase Agreement, Collateral Exchange Agreement or Deposit Agreement are specified to be not applicable, references

in these Terms and Conditions to such document or agreement and to any Swap Counterparty, Repo Counterparty, Collateral Exchange Counterparty or Counterparty, as the case may be, shall not be applicable.

(b) *Custodian; Custody Account; Account Bank; Compartment Account*

- (i) Each Custody Account (as defined below), together with such Compartment Assets as are capable of being so held, will be held by the Custodian on behalf of the Issuer, and each Compartment Account (as defined below) will be held by the Account Bank, in each case on and subject to (A) the terms and conditions of the Agency Agreement, (B) the Securitisation Act 2004 and (C) in the cases of the Compartment Assets, the Custody Account and the Compartment Account, the terms and conditions of the Compartment Security created pursuant to the Trust Deed and/or any Additional Security Document. The Issuer reserves the right to replace the Custodian at any time, but only with the prior written consent of the Trustee and in accordance with (x) the provisions of the Securitisation Act 2004 and (y) the relevant CSSF instructions and/or guidelines. Notice of such change shall be given to the Noteholders in accordance with Condition 18 (*Notices*). If it is specified in the applicable Final Terms that there is a Sub-Custodian in relation to the Compartment Assets, such Sub-Custodian (which expression shall include any additional or successor sub-custodians from time to time appointed) shall hold such Compartment Assets as are capable of being so held on behalf of the Custodian, on and subject to the terms of an agreement between the Sub-Custodian and the Custodian. References herein to the "**Custodian**" shall, as the context requires, be construed as references to the Custodian, the Sub-Custodian and/or any additional or successor custodians appointed from time to time.
- (ii) If the Charged Assets of the Issuer in respect of a Compartment include Compartment Assets, in respect of such Compartment the Custodian (on behalf of the Issuer) shall establish and maintain an account in the name of the Issuer (the "**Custody Account**") with a bank or other financial institution (which shall be the Custodian unless an alternative financial institution is specified in the applicable Final Terms). The Custody Account for the Compartment shall be entirely separate from any other accounts of the Issuer and the Custodian, including, without limitation, the accounts established in connection with any other Compartment(s). Such Compartment Assets shall only be removed from the Custody Account at such times and in such amounts as are contemplated in these Terms and Conditions and the Trust Deed or in order for the Issuer (or any appointee on its behalf) and the Trustee (or any receiver) to fulfil their respective obligations under the Notes and the Related Notes, Related Agreements and pursuant to the Trust Deed.
- (iii) Where Compartment Account is specified as applicable in the applicable Final Terms, in respect of the relevant Compartment, the Issuer shall establish and maintain one or more account in the name of the Issuer (the "**Compartment Account**") with a bank or other financial institution (which shall be the financial institution specified in the applicable Final Terms, unless no such financial institution is specified in which case it shall be the Account Bank). The Compartment Account for the Compartment shall be entirely separate from any other accounts of the Issuer and the Account Bank, including, without limitation, the accounts established in connection with any other Compartment(s). Amounts standing to the credit of the Compartment Account shall only be removed from the Compartment Account at such times and in such amounts as are contemplated in these Terms and Conditions and the Trust Deed or in order for the Issuer (or any appointee on its behalf) and the Trustee (or any receiver) to fulfil their respective obligations under the Notes or Related Agreements and pursuant to the Trust Deed.

(c) *Compartment Security*

- (i) The Issuer has (as specified in the Trust Deed relating to the Notes and any Related Notes or in another relevant security document relating to the Notes and any Related Notes), assigned or created a first fixed charge, and/or other security interest, in each case in favour of the Trustee for itself and as trustee for the Secured Parties, over or in respect of:

- (A) the present and future Compartment Assets relating to the relevant Compartment and all of the Issuer's rights, title, interest and benefit, present and future, in respect of sums derived from the present and future Compartment Assets relating to the relevant Compartment (including, without limitation, any proceeds of the sale thereof);
  - (B) (x) the Issuer's rights, title, interest and benefit, present and future, in, to and under all sums held by the Agents, the Account Bank (including sums standing to the credit of the Compartment Account) and the Custodian to meet payments due in respect of the Notes relating to the relevant Compartment (the "**Cash Assets**"); (y) any sums of money, securities or other property received or receivable by the Issuer under any Related Agreement (including, without limitation, any Swap Agreement, any Deposit Agreement and any Repurchase Agreement) relating to the relevant Compartment; and (z) all of the Issuer's rights, title, interest and benefit, present and future, as against the Custodian in respect of any sum standing to the credit of the Custody Account (as defined in Condition 8(b) (*Custodian; Custody Account, Account Bank; Compartment Account*)) relating to the relevant Compartment); and
  - (C) the Issuer's rights, title, interest and benefit, present and future, in, to and under any Transaction Document (including without limitation any Swap Agreement, any Deposit Agreement and any Repurchase Agreement) and any agreement for the sale, transfer and/or delivery of assets relating to the relevant Compartment (as contemplated under Condition 8(a) (*Compartment Assets*)) and any sums received or receivable by the Issuer under any such agreement.
- (ii) If it is stated in the applicable Final Terms that the security for the Notes is "Charged Assets charged to Trustee; additional foreign law security", the Issuer has in the Trust Deed created the security specified in sub-paragraph (i) above and has, in addition and without prejudice to the security specified as aforesaid, executed in favour of the Trustee the pledge or security or other agreement or document specified in the applicable Final Terms (each an "**Additional Security Document**").
  - (iii) The security described in sub-paragraph (i) and, as the case may be, sub-paragraph (ii) shall be referred to herein as the "**Compartment Security**" and the assets described in sub-paragraph (i) and, as the case may be, sub-paragraph (ii) shall be referred to herein as the "**Charged Assets**".
- (d) *General provisions relating to security*
- The Compartment Security constituted or created pursuant to the Trust Deed and any Additional Security Document will be granted to the Trustee for itself and for the other Secured Parties (as defined in Condition 8(e) (*Application of Proceeds*)) as continuing security for (i) the payment of all sums due to the Trustee or any appointee or any receiver under the Trust Deed and/or any Additional Security Document or due under the Notes, Coupons or Receipts and any Related Notes (and relative coupons and receipts), (ii) the performance of the Issuer's obligations under any Related Agreement (including any Swap Agreement) and (iii) the payment of all sums payable to the Agents pursuant to any provision of the Agency Agreement (including the provisions which require the Issuer to reimburse (and to pay interest on the amount reimbursed as provided in the Agency Agreement) to the Issuing and Paying Agent or the Registrar for any amount paid out by the Issuing and Paying Agent or the Registrar, as the case may be, to the holders of Notes, Coupons or Receipts before receipt of the corresponding amount due from the Issuer).
- (e) *Application of Proceeds*
- (i) The Trustee shall (subject to the provisions of the Trust Deed) apply all moneys received by it under the provisions of the Trust Deed and any Additional Security Document in connection with the realisation or enforcement as described in Condition 12 (*Enforcement and Realisation*) of the Compartment Security constituted by or pursuant to the Trust Deed and any Additional Security Document and/or the Reference Securities in the manner set out in Condition 12(b) (where Condition 12(b) is applicable) in accordance with the Order



of Priority specified in the applicable Final Terms (such amounts being the "**Available Enforcement Proceeds**").

- (ii) By subscribing to or otherwise acquiring the Notes, each Noteholder expressly consents to the provisions of this Condition 8(e), the order of priority specified in the applicable Final Terms (the "**Order of Priority**") and the limitation of its rights in accordance with article 64 of the Securitisation Act 2004 and is deemed to have accepted and agreed to such provisions and the consequences thereof. If no Order of Priority is specified in the applicable Final Terms, the Order of Priority shall be Swap Counterparty Priority as set out below.
- (iii) If:
  - (A) "**Swap Counterparty Priority**" is specified in the applicable Final Terms, Available Enforcement Proceeds and/or the Reference Securities in the manner set out in Condition 12(b) (where Condition 12(b) is applicable) shall be applied as follows:
    - (1) first, the proceeds of realisation of the securities held in the Compartment Account will be applied to the extent required to meet any termination payment due to the Repo Counterparty under the Repurchase Agreement (if any);
    - (2) secondly, in payment or satisfaction of the Trustee's remuneration and the fees, costs, charges, expenses and liabilities incurred by the Trustee or any receiver in preparing and executing the trusts in the Trust Deed in relation to the Notes and any Related Notes (including, but not limited to, any taxes required to be paid and the costs of realising any security and payment of any indemnity claims of the Trustee);
    - (3) thirdly, in payment or satisfaction of each of the Agents' fees, costs, charges, expenses and liabilities incurred pursuant to the Agency Agreement;
    - (4) fourthly, rateably in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement relating to the Notes and the Related Notes and the Collateral Exchange Counterparty under Collateral Exchange Agreement (if any) relating to the Notes and the Related Notes. If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment;
    - (5) fifthly, rateably in meeting the claims (if any) of the holders of Notes, Coupons and Receipts and the holders of any Related Notes (and, in the case of Related Notes in definitive form, the holders of coupons and receipts pertaining to the Related Notes). If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment; and
    - (6) sixthly, in payment of the balance (if any) to the Issuer;
  - (B) "**Pari Passu Ranking**" is specified in the applicable Final Terms, Available Enforcement Proceeds and/or the Reference Securities in the manner set out in Condition 12(b) (where Condition 12(b) is applicable) shall be applied as follows:
    - (1) first, the proceeds of realisation of the securities held in the Compartment Account will be applied to the extent required to meet any termination payment due to the Repo Counterparty under the Repurchase Agreement (if any);

- (2) secondly, in payment or satisfaction of the Trustee's remuneration and the fees, costs, charges, expenses and liabilities incurred by the Trustee or any receiver in preparing and executing the trusts in the Trust Deed in relation to the Notes and any Related Notes (including, but not limited to, any taxes required to be paid and the costs of realising any security and payment of any indemnity claims of the Trustee);
  - (3) thirdly, in payment or satisfaction of each of the Agents' fees, costs, charges, expenses and liabilities incurred pursuant to the Agency Agreement;
  - (4) fourthly, rateably in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement relating to the Notes and the Related Notes, the Collateral Exchange Counterparty under Collateral Exchange Agreement (if any) relating to the Notes and the Related Notes, the holders of Notes, Coupons and Receipts and the holders of any Related Notes (and, in the case of Related Notes in definitive form, the holders of coupons and receipts pertaining to the Related Notes). If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment; and
  - (5) fifthly, in payment of the balance (if any) to the Issuer; and
- (C) **"Noteholder Priority"** is specified in the applicable Final Terms, Available Enforcement Proceeds and/or the Reference Securities in the manner set out in Condition 12(b) (where Condition 12(b) is applicable) shall be applied as follows:
- (1) first, the proceeds of realisation of the securities held in the Compartment Account will be applied to the extent required to meet any termination payment due to the Repo Counterparty under the Repurchase Agreement (if any);
  - (2) secondly, in payment or satisfaction of the Trustee's remuneration and the fees, costs, charges, expenses and liabilities incurred by the Trustee or any receiver in preparing and executing the trusts in the Trust Deed in relation to the Notes and the Related Notes (including, but not limited to, any taxes required to be paid and the costs of realising any security and payment of any indemnity claims of the Trustee);
  - (3) thirdly, in payment or satisfaction of each of the Agents' fees, costs, charges, expenses and liabilities incurred pursuant to the Agency Agreement;
  - (4) fourthly, rateably in meeting the claims (if any) of the holders of Notes, Coupons and Receipts and the holders of any Related Notes (and, in the case of Related Notes in definitive form, the holders of coupons and receipts pertaining to the Related Notes). If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment;
  - (5) fifthly, rateably in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement relating to the Notes and any Related Notes and the Collateral Exchange Counterparty under Collateral Exchange Agreement (if any) relating to the Notes and any Related Notes. If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment; and

- (6) sixthly, in payment of the balance (if any) to the Issuer.

**"Secured Parties"** means each of the Trustee, any receiver, the Noteholders, the Swap Counterparty, the Repo Counterparty (if any), the Collateral Exchange Counterparty (if any) and the Agents (each, a **"Secured Party"**).

(f) *Compartment Assets substitution by Swap Counterparty*

Where this Condition 8(f) is specified as being applicable in the Final Terms then the Compartment Assets may be substituted in whole or in part by the Swap Counterparty.

The Swap Counterparty may substitute the Compartment Assets for:

- (i) either securities denominated in the currency specified in the Final Terms issued by the entity specified as the eligible collateral issuer (each, an **"Eligible Compartment Assets Issuer"**) in the Final Terms (**"Eligible Compartment Assets Issuer Obligations"**); or
- (ii) such other securities, obligations or an amount of cash in the currency in which the principal amount of the existing Compartment Assets is expressed to be payable where **"Alternative Substitution"** is specified in the Final Terms.

The new securities, obligations or cash to be substituted must be in a principal amount equal (or, if in another currency, the equivalent to the principal amount of the currency in which the Compartment Assets are expressed to be payable, as determined on the date of such substitution by the Swap Counterparty in its sole discretion) to the then fair market valuation of the Notes as determined by the Swap Counterparty (or, in the case of a substitution or redemption of part only of the Compartment Assets, of the relevant proportion thereof as at the date of such substitution).

The securities, obligations or cash which may be substituted for the Compartment Assets shall be delivered (or paid, in the case of cash) by the Swap Counterparty to the Custodian or such other relevant Counterparty.

By making any substitution pursuant to this Condition 8(f) the Swap Counterparty shall be deemed to agree with the Issuer and the Trustee that its obligations under the relevant Swap Agreement shall continue in full force and effect irrespective of such substitution and that no termination or adjustment to its obligations thereunder shall occur as a consequence of such substitution.

The Trustee shall, upon notice from the Swap Counterparty (upon which the Trustee may rely without further enquiry) that the conditions for substitution referred to in this Condition 8(f) are met, release the Compartment Assets to be substituted from the security created in respect of it under the Trust Deed. The Issuer, the Trustee and the Swap Counterparty will upon such substitution enter into such further documentation as may be required (if at all) by any applicable law and/or as may be required by the Trustee to give effect to the creation of security over any replacement securities, obligations or cash amounts in the manner set out in this Condition 8(f).

References in these Conditions and the Trust Deed to **"Compartment Assets"** shall be deemed to include any substituted Compartment Assets and references to **"Charged Assets"** shall be deemed to include any additional assets or rights charged or assigned in favour of the Trustee pursuant to such substitution.

Where "Substitution Notification" is specified in the applicable Final Terms, the Issuer shall give notice of any substitution to Noteholders under this Condition 8(f) in accordance with Condition 18 (*Notices*) and, in relation to any Notes listed on the Luxembourg Stock Exchange, to the Luxembourg Stock Exchange (or if listed on another stock exchange to such other stock exchange) and will, if required by the rules of the Luxembourg Stock Exchange (or of such other stock exchange), prepare a supplement to any applicable prospectus or such other documents as may be required.

If this Condition 8(f) is applicable, the Trustee and any Noteholders may at any time require the Issuer to notify them of the composition of the Compartment Assets at such time.

*The Swap Counterparty may substitute the Compartment Assets in accordance with this Condition 8(f) without regard to the projected market value of substitute securities or obligations. There is no guarantee that the value of such Compartment Assets in the event of termination of the relevant Swap Agreement, taking into account any termination payment due under such Swap Agreement to or from the Swap Counterparty, will equal or exceed the principal amount of the Notes.*

(g) *Compartment Assets substitution under a Credit Support Annex, Credit Support Deed or Pledge*

Where the Issuer and the Swap Counterparty have entered into a Credit Support Annex in respect of any Swap Agreement, then the Compartment Assets may be substituted in whole or in part by the Swap Counterparty in accordance with the terms of the Credit Support Annex.

The securities, obligations or cash which may be substituted for the Compartment Assets shall be delivered (or paid, in the case of cash) by the Swap Counterparty to the Custodian (or, where an alternative bank or institution is specified as custodian for the Compartment Assets in the applicable Final Terms, to such entity) or such other relevant Counterparty.

By making any substitution pursuant to this Condition 8(g), the Swap Counterparty shall be deemed to agree with the Issuer and the Trustee that its obligations under the relevant Swap Agreement shall continue in full force and effect irrespective of such substitution and that no termination or adjustment to its obligations thereunder shall occur as a consequence of such substitution.

In the case of Compartment Assets substitution under a Credit Support Annex, the Trustee shall, upon notice from the Swap Counterparty (upon which the Trustee may rely without further enquiry) that the conditions for substitution referred to in this Condition 8(g) are met, release the Compartment Assets to be substituted from the security created in respect of it under the Trust Deed. The Issuer, the Trustee and the Swap Counterparty will upon such substitution enter into such further documentation as may be required (if at all) by any applicable law and/or as may be required by the Trustee to give effect to the creation of security over any replacement securities, obligations or cash amounts in the manner set out in this Condition 8(g).

After any substitution, references in these Conditions and the Trust Deed to "**Compartment Assets**" shall be deemed to include any Compartment Assets substituted and references to "**Charged Assets**" shall be deemed to include any additional assets or rights charged or assigned in favour of the Trustee pursuant to such substitution.

Where substitution of the Compartment Assets takes place in accordance with the terms of any credit support annex, the Issuer shall not be obliged to give notice of any substitution to Noteholders under this Condition 8(g).

If this Condition 8(g) is applicable, the Trustee may at any time require the Issuer to notify it of the composition of the Compartment Assets at such time.

Where the Issuer and the Swap Counterparty have entered into a Credit Support Deed in respect of any Swap Agreement, the collateral secured under the relevant Credit Support Deed may be substituted in whole or in part by the Swap Counterparty in accordance with the terms of the relevant Credit Support Deed.

Where the Issuer and the Swap Counterparty have entered into a Pledge in respect of any Swap Agreement, the assets that are the subject of the relevant Pledge may be substituted in whole or in part by the Swap Counterparty in accordance with the terms of the relevant Pledge.

*The Swap Counterparty may substitute the Compartment Assets in accordance with this Condition 8(g) without regard to the projected market value of substitute securities or obligations. There is no guarantee that the value of such Compartment Assets in the event of termination of the relevant Swap Agreement, taking into account any termination payment due under such Swap Agreement to or from the Swap Counterparty, will equal or exceed the principal amount of the Notes.*

(h) *Swap Counterparty optional termination*

Where this Condition 8(h) is specified as being applicable in the Final Terms, the Swap Counterparty may (unless it is the Defaulting Party under, and as defined in, the relevant Swap Agreement) opt to terminate a Swap Agreement in whole or in part in accordance with either or both of the methods set out below (as specified in the Final Terms).

(i) *Call option:*

The Swap Counterparty may opt to terminate a Swap Agreement:

in whole or in part on either:

(A) any Interest Payment Date; or

(B) if so specified in the Final Terms, on any other date,

upon the number of Business Days' notice specified as being applicable in the Final Terms to the Issuer.

Such optional termination will lead to early redemption in whole or in part, as the case may be, of the Notes on the relevant Interest Payment Date (or, if applicable, on such other date) in the manner set out in Condition 7(f) (*Redemption Following Swap Counterparty Optional Termination*).

(ii) *Repurchase:*

The Swap Counterparty may opt to terminate a Swap Agreement (or where a Swap Agreement has been entered into respect of the Notes and one or more Series of Related Notes, the Series Transaction) upon service of written notice on the Issuer with a copy to the Trustee, in whole or in part and without payment by either party, if any of the Notes to which that transaction relates are purchased by or on behalf of the Swap Counterparty or any of its subsidiaries or affiliates ("**Purchased Notes**"). Where such option is exercised, such Swap Agreement, or as applicable, the Series Transaction will terminate *pro rata* in the proportion (the "**Proportion**") that the aggregate principal amount of the Purchased Notes bears to the aggregate principal amount of the Notes outstanding immediately prior to the purchase of the Purchased Notes by the Swap Counterparty or any of its subsidiaries or affiliates. Upon service of such notice, the Swap Counterparty will be either (A) authorised by the Issuer to take delivery of and/or deliver and/or realise on the Issuer's behalf the Proportion of the Charged Assets (if any) charged to or otherwise secured in favour of the Trustee under the Trust Deed or (B) entitled to payment of an amount equal to the Proportion of the Charged Assets where the Charged Assets is constituted by cash ("**Realised Collateral**"). The Realised Collateral will be payable or deliverable, as the case may be, by the Issuer to or to the order of the Swap Counterparty, in the contractual currency paid by the Issuer under the relevant Swap Agreement or, if applicable, Series Transaction (where the Realised Collateral is not being delivered). Upon receipt of the Realised Collateral, the Swap Counterparty will deliver to the Issuing and Paying Agent the Purchased Notes for cancellation. In such circumstances:

- (1) the Issuer will be deemed to have consented to the Trustee releasing the Realised Collateral to the Swap Counterparty upon termination of the relevant Swap Agreement or, as applicable, the relevant Series Transaction in the manner described in this Condition 8(h);
- (2) where relevant, the Swap Counterparty, on behalf of the Issuer, will be deemed to be authorised by the Issuer to realise the Proportion of the Charged Assets; and
- (3) the Trustee will, unless an Event of Default or a Potential Event of Default has occurred, be deemed to release the Realised Collateral from the security created in respect of it under the Trust Deed.

Where "Initial Condition Precedent" is specified as applicable in the applicable Final Terms, the Issuer's obligation to pay or procure the payment of the Initial Remittance under the Deposit Agreement or to purchase the relevant Reference Securities and to pay the purchase price under the Repurchase Agreement to buy the securities which will constitute the Reference Securities under the Repurchase Agreement, as the case may be, will be subject to the condition precedent that the Dealer has determined in its absolute discretion that it has received from the Acquiring Party an amount equal to the Initial Remittance by no later than the Initial Condition Precedent Time on the Initial Condition Precedent Date. If the Dealer determines that it has not received such amounts, the Swap Counterparty may terminate the Swap Agreement, or, as applicable, the Series Transaction in accordance with this Condition 8(h)(ii) and the Issuer shall repurchase the Notes in accordance with this Condition 8(h)(ii), which will lead to the termination of the Deposit Agreement (where applicable).

As used in this Condition 8(h)(ii),

**"Acquiring Party"** means the Authorised Offeror or such other party specified as such in the applicable Final Terms;

**"Additional Proceeds Amount"** means each amount specified as such in the applicable Final Terms;

**"Additional Proceeds Payer"** means the Swap Counterparty or, if Alternative Additional Proceeds Payer is specified in the applicable Final Terms, the Repo Counterparty;

**"Authorised Offeror"** means the party specified as such in the applicable Final Terms;

**"Dealer"** means the party specified as such in the applicable Final Terms;

**"Initial Condition Precedent Date"** means the Issue Date unless specified otherwise in the applicable Final Terms;

**"Initial Condition Precedent Time"** means 12.00 noon (Central European Time) unless specified otherwise in the applicable Final Terms; and

**"Initial Remittance"** means (a) where Full Proceeds is specified in the applicable Final Terms, 100 per cent. of the net proceeds of issue of the Notes (the **"Full Proceeds Amount"**), (b) where Partial Proceeds is specified in the applicable Final Terms, a proportion of the net proceeds of issue of the Securities less than 100 per cent. thereof (such lower amount, the **"Partial Proceeds Amount"**) and (c) where either Full Proceeds or Partial Proceeds is specified and Additional Proceeds is specified as applicable in the applicable Final Terms either the Full Proceeds Amount or the Partial Proceeds Amount, as the case may be, plus the Additional Proceeds Amount paid to the Issuer by the Additional Proceeds Payer.

(i) *Residual Shortfall*

In the case of Notes (but without prejudice to the rights of a holder of Guaranteed Notes under the Guarantee), if the net proceeds of the realisation or enforcement of the Charged Assets created pursuant to the Trust Deed and/or any Additional Security Document in respect of the Charged Assets following payment of all prior ranking amounts (the **"Net Proceeds"**) are not sufficient to make all payments due in respect of such Notes and any Related Notes, then:

- (i) the obligations of the Issuer in respect of such Notes and any such Related Notes will be limited to such Net Proceeds and neither the Trustee nor any Secured Party nor anyone acting on behalf of any Secured Party shall have any claim in respect of any asset of the Issuer not forming part of the Charged Assets; and
- (ii) the Issuer will not be obliged to make any further payment in excess of the Net Proceeds and any Noteholder's right to receive any further sums in respect of any Residual Shortfall

shall be extinguished in full, and neither the Trustee nor any Secured Party nor anyone acting on behalf of any Secured Party shall be entitled to take any further steps against the Issuer or the Trustee to recover any such Residual Shortfall.

No Secured Party nor any party to the Trust Deed shall be entitled to petition or take any other step for the winding-up of the Issuer (including, without limitation, the opening of any bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*insolvabilité liquidation volontaire ou judiciaire*), judicial reorganisation (*réorganisation judiciaire*), administrative dissolution without liquidation (*dissolution administrative sans liquidation*), reprieve from payment (*sursis de paiement*), fraudulent conveyance (*actio pauliana*), general settlement with creditors or reorganisation proceedings or similar proceedings affecting the rights of creditors generally) or the appointment of an examiner in respect of the Issuer (including, without limitation, the appointment of any receiver (*curateur*) (except any receiver appointed by the Trustee pursuant to the Trust Deed), liquidator (*liquidateur*), auditor (*commissaire*), verifier (*expert-vérificateur*), deputy judge (*juge délégué*) or reporting judge (*juge commissaire*)). Failure by the Issuer to make any payment in respect of any Residual Shortfall shall in no circumstances constitute an Event of Default under Condition 11 (*Events of Default*).

In this Condition, "**Residual Shortfall**" means the difference, if any, between the Net Proceeds and the aggregate amount which would have been due under the Notes but for the operation of this Condition 8(i).

(j) *Issuer's rights as holder of Compartment Assets*

The Issuer may exercise any rights in its capacity as holder of the Compartment Assets (including, without limitation, a right to vote or any analogous right howsoever described) only with the consent of the Trustee (or as directed in writing by the respective holders of at least 25 per cent. in principal amount of the Notes then outstanding and at least 25 per cent. in principal amount of each series of Related Notes then outstanding or as directed by an Extraordinary Resolution of the Noteholders and by an Extraordinary Resolution of the holders of each series of Related Notes) and (except in relation to the Swap Agreement) the Swap Counterparty and, if such direction is given, the Issuer will act in accordance with such directions, unless such instructions are in the reasonable opinion of the Issuer contrary to applicable laws, regulations and/or circular letters issued by the Issuer's supervisory authority or materially detrimental to the interests of the Issuer. In particular, the Issuer will not attend or vote at any meeting of holders of the Compartment Assets, or give any consent or notification or make any declaration in relation to the Compartment Assets, save with the consent of the Trustee (or as directed in writing by the respective holders of at least 25 per cent. in principal amount of Notes then outstanding and at least 25 per cent. in principal amount of each series of Related Notes then outstanding or as directed by an Extraordinary Resolution of each of the Noteholders and by an Extraordinary Resolution of the holders of each series of Related Notes) and the Swap Counterparty. In the event of a conflict between the instructions of the Trustee (or the Noteholders and, where applicable, the holders of each series of Related Notes) and the Swap Counterparty, the instructions of the Instructing Party will prevail.

In these Conditions "**Instructing Party**" means if "Swap Counterparty Priority" applies the Swap Counterparty (except in relation to the Swap Agreement, or where it is the Defaulting Party under, and as defined in, the relevant Swap Agreement, in which case the Instructing Party will be the Noteholders) and if either "Noteholder Priority" or "Pari-Passu Ranking" applies, the Noteholders or, in the case of Notes issued through a Multi-Series Compartment, means, if "Swap Counterparty Priority" applies, the Swap Counterparty (except in relation to the Swap Agreement, or where it is the defaulting party under the Swap Agreement, in which case the Instructing Party will be the Noteholders, and if either "Noteholder Priority", or "Pari-Passu Ranking" applies, the Noteholders, provided that, if more than one series of notes has been issued through the Compartment through which the Notes have been issued, where the Instructing Party would otherwise be the Noteholders, it shall the holders of at least 25 per cent. in principal amount of the Notes then outstanding and at least 25 per cent. in principal amount of each series of Related Notes then outstanding, or as directed by an Extraordinary Resolution of such Noteholders and by an Extraordinary Resolution of the holders of each series of Related Notes.

(k) *Swap termination*

Notwithstanding the terms of Condition 8(j) (*Issuer's rights as holder of Compartment Assets*), where "**Swap Termination Without Redemption**" is specified as applicable in the applicable Final Terms and where an Event of Default (as defined in the Swap Agreement) occurs under the Swap Agreement in circumstances where the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement), following notification of such Event of Default by the Issuer to the Trustee (a "**Swap Default**"), the Trustee shall promptly, and in any event not later than five Business Days after such notification, instruct the Issuer to deliver, in respect of the Swap Agreement (where such agreement is constituted by a 2002 Master Agreement published by the International Swaps and Derivatives Association, Inc. (the "**Master Agreement**") and schedule thereto and any confirmations thereunder), a notice under Section 6(a) of the Master Agreement designating an Early Termination Date (as defined in the Swap Agreement). In such circumstances, the Issuer (with the consent of the Trustee) may appoint an agent (a "**Termination Agent**") to assist it in terminating the Swap Agreement and making any calculations necessary in connection with such termination. A *pro rata* share of the amount, if any and subject to a minimum of zero, equal to (i) the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement, (2) any interest which has accrued on the amount received by the Issuer (which may be a positive or negative amount) and (3) the Unused Charged Assets Proceeds less (ii) the costs and expenses of the Trustee and any costs and expenses of the Termination Agent incurred in connection with the termination of the Swap Agreement shall be paid by the Issuer to the Noteholders on a *pro rata* and *pari passu* basis on the Maturity Date. If the Issuer does not receive the Early Termination Amount on or prior to the Maturity Date, Condition 7(n) will apply. For the purposes of this Condition 8(k), "**Unused Charged Assets Proceeds**" means any amounts received by the Issuer from the Charged Assets other than the Swap Agreement which have not been used on or prior to the Maturity Date to pay interest and/or redemption amounts otherwise payable in respect of the Notes, amounts due to the Swap Counterparty under the Swap Agreement (including in respect of any Early Termination Amount due to the Swap Counterparty) and/or any fees, costs or expenses due to the Trustee and/or any of the Agents.

9. **Taxation**

All payments in respect of the Notes, Receipts and Coupons, or under the Guarantee, shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any tax authority unless such withholding or deduction is required by law, including, without limitation, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto and any withholding or deduction required pursuant to Section 871(m) of the Code, in which case the Issuer or, as the case may be, the Guarantor shall make all payments net of such withholding or deduction. Such withholding or deduction shall not constitute an Event of Default under Condition 11.

In addition, and if the Securities are deemed to be Specified Securities (as specified in the applicable Final Terms) for the purpose of Section 871(m) of the Code, in determining the amount of withholding or deduction required pursuant to Section 871(m) of the Code imposed with respect to any amounts to be paid on the Notes, the Issuer shall be entitled to withhold on any "dividend equivalent" payment (as defined for purposes of Section 871(m) of the Code) at a rate of 30 per cent.

Payments on the Notes that reference U.S. securities or an index that includes U.S. securities may be calculated by reference to dividends on such U.S. securities that are reinvested at a rate of 70 per cent. In such case, in calculating the relevant payment amount, the Issuer may withhold, and the holder may be deemed to receive, 30 per cent. of any "dividend equivalent" payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

In these Conditions:



**"Relevant Date"** in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or, in the case of materialised Notes (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

## 10. Prescription

Bearer Notes (and any relative Receipts and Coupons) and Registered Notes will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 9 (*Taxation*)).

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 10 (*Prescription*) or Condition 6 (*Payments*) above.

## 11. Events of Default

- (a) The Trustee at its discretion may (subject as provided in sub-paragraph (b) below), and if so requested in writing by the holders of at least 25 per cent. in principal amount of the Notes of any Series then outstanding, or if so directed by an Extraordinary Resolution of such holders, shall, subject in each case to being indemnified and/or secured to its satisfaction, give notice to the Issuer and the Guarantor (if applicable) that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at an amount equal to (unless otherwise specified in the Final Terms) the Liquidation Proceeds (such occurrence, a **"Note Acceleration"**) upon the occurrence of any of the following events (each an **"Event of Default"**):
- (i) a default is made for a period of 30 days or more in the payment of any sum due or the delivery of the Entitlement deliverable in respect of the Notes; or
  - (ii) the Issuer fails to perform or observe any of its other obligations under the Notes or the Trust Deed and (unless such failure is, in the opinion of the Trustee, incapable of remedy in which case no such notice as is referred to in this paragraph shall be required) such failure continues for a period of 45 days (or such longer period as the Trustee may permit) following the service by the Trustee on the Issuer of notice requiring the same to be remedied (and for these purposes, a failure to perform or observe an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time); or
  - (iii) in respect of any Related Notes, a "Note Acceleration" (as defined under the terms and conditions of such Related Notes) occurs; or
  - (iv) any order is made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer (including, without limitation, the opening of any bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*insolvabilité, liquidation volontaire ou judiciaire*), judicial reorganisation (*réorganisation judiciaire*), administrative dissolution without liquidation (*dissolution administrative sans liquidation*), reprieve from payment (*sursis de paiement*), fraudulent conveyance (*actio pauliana*), general settlement with creditors or reorganisation proceedings or similar proceedings affecting the rights of creditors generally) or the appointment of a receiver of the Issuer (including, without limitation, the appointment of any receiver (*curateur*), liquidator (*liquidateur*), auditor (*commissaire*), verifier (*expert-vérificateur*), deputy judge (*juge délégué*) or reporting judge (*juge commissaire*)) save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders; or

- (v) in the case of Guaranteed Notes, the Guarantee ceases to be in full force and effect in respect of the Notes, the Receipts or the Coupons, or notice is given by the Guarantor which would cause the Guarantee to cease to be in full force and effect in respect of such Notes, the Receipts or the Coupons, or is rendered void for any cause or by any means whatsoever or any legislation is introduced the result of which would be to remove the benefit of the Guarantee from the Notes, the Receipts or the Coupons, or terminate or amend the same in a manner (in the opinion of the Trustee) materially adverse to the interests of the Noteholders, the Receiptholders or the Couponholders, or the Guarantor is unable to perform its obligations thereunder for any reason.
- (b) If an Event of Default occurs by virtue of the operation of Condition 11(a)(iii) above: (i) a Note Acceleration for the purposes of the Notes shall be deemed to have occurred at the same time as the "Note Acceleration" (as such expression is defined in the terms and conditions of the relevant Related Notes) occurred for the purposes of the relevant Related Notes; and (ii) the Compartment Security constituted by or created pursuant to the Trust Deed and any Additional Security Document shall become enforceable as described in Condition 12 (*Enforcement and Realisation; Physical Settlement upon Acceleration; Remedies*).
- (c) The Trust Deed provides that the Trustee shall not be under any obligation to monitor whether or not an Event of Default or a Potential Event of Default has occurred or is continuing.

## **12. Enforcement and Realisation; Physical Settlement upon Acceleration; Remedies**

### **(a) *Enforcement and Realisation***

Upon the occurrence of a Note Acceleration under Condition 11 (*Events of Default*), the Compartment Security constituted by or created pursuant to the Trust Deed and any Additional Security Document relating to a Series of Notes and any Related Notes and the Compartment to which such Series relates, shall become enforceable. The Trustee may enforce the Compartment Security at any time after it has become enforceable but is only obliged to enforce the Compartment Security if directed to do so by (x) (where the Instructing Party is the Noteholders) either a direction in writing by holders of at least 25 per cent. in principal amount outstanding of the relevant Series of Notes or by an Extraordinary Resolution of the holders of the Notes; or (y) (where the Instructing Party is the Swap Counterparty) a written direction of the Swap Counterparty. The Trustee or any appointee or receiver appointed thereby may enforce the security by one or more of the following:

- (i) endeavouring to sell or otherwise realise the Charged Assets (including, without limitation, by terminating, closing out or enforcing any Related Agreement or other agreement entered into by the Issuer, the rights of the Issuer in respect of which form part of the Charged Assets) in accordance with the provisions of the Trust Deed; and/or
- (ii) otherwise enforcing the Compartment Security constituted by or pursuant to the Trust Deed and/or any Additional Security Document, in each case, without any liability as to the consequences of any such action and without having regard to the effect of any such action on individual Noteholders or Couponholders,

provided that the Trustee shall not be required to take any such action without first being indemnified and/or secured to its satisfaction or to do anything which is or may be contrary to any applicable law or regulation and provided further that if Physical Settlement upon Acceleration is specified as applicable in the applicable Final Terms, where the Trustee enforces the Compartment Security it shall do so in accordance with Condition 12(b) and Condition 12(a)(i) shall not apply save as set out in Condition 12(b)(ii) following the occurrence of a Collateral Settlement Disruption Event (as defined in Condition 12(b)).

(b) *Physical Settlement upon Acceleration*

- (i) Where Physical Settlement upon Acceleration is specified as applicable in the applicable Final Terms and where the Trustee is to enforce the Compartment Security in accordance with this Condition 12, the Trustee, will apply the Charged Assets in accordance with applicable Order of Priority and arrange for delivery of the Enforcement Entitlement to each Noteholder on a *pari passu* basis within the relevant Series and shall effect the sale or realisation of any other Charged Assets. Prior to determining the Enforcement Entitlement in respect of each Note, the Trustee or any or any appointee or receiver appointed thereby shall determine the cash amount which is equal to the sum of the proceeds from the realisation of the Charged Assets (other than the Reference Securities) (the "**Asset Disposal Proceeds**") and whether such cash sum is sufficient to satisfy any applicable Priority Amounts in full. For the avoidance of doubt, the Trustee shall request the Calculation Agent to calculate such amounts or may appoint a calculation agent to make such calculations (such agent or the Calculation Agent, the "**Disposal Calculation Agent**"). If such sum is not sufficient to satisfy the applicable Priority Amounts in full, the Disposal Calculation Agent shall then calculate the amount of Reference Securities which are required to be sold in order to pay any Priority Amounts after the application of the Asset Disposal Proceeds to pay such Priority Amounts and shall confirm such amount to the Trustee and the Trustee shall arrange for the sale of the relevant amount of Reference Securities to meet any unsatisfied Priority Amounts and any proceeds from such sale remaining after payment of such Priority Amounts shall be the "**Residual Proceeds Amount**" and shall be paid in accordance with this Condition 12(b) as part of the Enforcement Proceeds.

In connection with any such delivery in respect of the Notes, such delivery shall be made in accordance with Condition 6(b) provided that any reference therein to the Issuer shall be deemed to be a reference to the Trustee or any agent or receiver appointed by the Trustee and the Entitlement shall be deemed to be the Enforcement Entitlement, as determined by the Disposal Calculation Agent and confirmed in writing to the Trustee. The Trustee shall be entitled to appoint a Delivery Agent as set out in Condition 6(b) (which may be the same party as the Disposal Calculation Agent) to assist it with the delivery of the Entitlement and sale of Reference Securities required to be made in accordance with this Condition 12(b). The Trustee shall notify the Delivery Date in respect of the Notes to the relevant Noteholders in accordance with Condition 18 (*Notices*).

In connection with such delivery, (i) Condition 6(b)(i)(E) shall not apply, (ii) for the purposes of Condition 6(b)(i)(C), Expenses shall be deemed to include any costs involved in appointing a Disposal Calculation Agent and a Delivery Agent or which are incurred in delivery of the Enforcement Entitlement in accordance with this Condition 12(b), (iii) the Trustee shall be entitled to deduct from the assets deliverable to the Noteholders all Expenses not previously deducted from amounts paid or assets delivered to Noteholders, as the Trustee shall in its sole and absolute discretion determine are attributable to the relevant Notes and (iv) any reference in the Conditions to "Relevant Assets" shall be deemed, in connection with a delivery of Reference Securities in accordance with this Condition 12(b), to be a reference to "Reference Securities".

The final sentence of the first paragraph of Condition 6(b)(i)(D) shall not apply and the Reference Securities which it is not possible to deliver to a Noteholders due to such rounding shall, if and to the extent practicable, be sold by the Trustee (or the Disposal Calculation Agent or such other agent as may be appointed by the Trustee for such purpose) and a *pro rata* share of the resulting amount (the "**Rounding Amount**") shall be paid to each Noteholder whose Enforcement Entitlement is subject to such rounding.

Where Physical Settlement upon Acceleration is applicable to the Notes, upon delivery of the relevant Enforcement Entitlement and payment of the relevant Enforcement Proceeds, no further amount will be due to the Noteholders. In connection with the delivery of the Enforcement Entitlement, the Disposal Calculation Agent shall determine the Enforcement Proceeds and shall notify such amounts to the Trustee who shall notify the Noteholders of such amounts prior to such delivery or, where applicable, payment of relevant Enforcement Proceeds due in accordance with this Condition 12(b).

- (ii) If, in the opinion of the Trustee (or such other agent as may be appointed by the Trustee for such purpose), delivery of the Enforcement Entitlement following the occurrence of a Note Acceleration, is not practicable by reason of a Collateral Settlement Disruption Event having occurred and continuing on any Delivery Date then such Delivery Date for such Notes shall be postponed to the first following Business Day in respect of which there is no such Collateral Settlement Disruption Event, provided that the Trustee (or such agent) may elect in its sole discretion and without liability to any party to deliver the Enforcement Entitlement in such commercially reasonable manner as it may select and in such event the Delivery Date shall be such day as the Trustee (or such agent) deems appropriate in connection with delivery of the Enforcement Entitlement in such commercially reasonable manner. For the avoidance of doubt, where a Collateral Settlement Disruption Event affects some but not all of the Reference Securities comprising the Enforcement Entitlement, the Delivery Date for the Reference Securities not affected by the Collateral Settlement Disruption Event will be the originally designated Delivery Date.

If delivery of the relevant Enforcement Entitlement is not possible due to the occurrence of a Collateral Settlement Disruption Event, for a period of greater than the Collateral Settlement Disruption Period, then in lieu of physical settlement and notwithstanding any other provision hereof, the Trustee (or such agent on its behalf) shall sell or realise the undeliverable Reference Securities as if Condition 12(a) were applicable. The Trustee shall give notice as soon as practicable to the Noteholders in accordance with Condition 18 (*Notices*) that a Collateral Settlement Disruption Event has occurred. No Noteholder shall be entitled to any payment in respect of the relevant Note in the event of any delay in the delivery of the Enforcement Entitlement due to the occurrence of a Collateral Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer, the Guarantor (if any) or the Trustee (or any agent on its behalf).

- (iii) Where "Essential Trigger" is specified as applicable in the applicable Final Terms, Physical Settlement upon Acceleration will not apply.
- (iv) As used in this Condition 12(b):

**"Available Reference Securities"** means the nominal amount of Reference Securities held by the Issuer in respect of the Series at the time of the Note Acceleration less any Delivery Reduction Amount, as determined by the Disposal Calculation Agent and notified to the Trustee;

**"Collateral Settlement Disruption Event"** means any event beyond the control of the Trustee (or any Delivery Agent appointed by the Trustee), as a result of which it is impossible or illegal for the Trustee or its agent to deliver some or all of the relevant Enforcement Entitlement to a Noteholder on the related Delivery Date due to failure of the relevant clearance system or due to any law, regulation, court order or market conditions;

**"Collateral Settlement Disruption Period"** means eight Business Days or such other period specified in the applicable Final Terms;

**"Delivery Reduction Amount"** means the aggregate nominal amount of Reference Securities which are sold to pay Priority Amounts;

**"Enforcement Entitlement"** means, in respect of a Note, a *pro rata* share of the Available Reference Securities;

**"Enforcement Proceeds"** means the sum of (a) a *pro rata* share of the Residual Proceeds Amount and (b) the Rounding Amount (if applicable); and

**"Priority Amounts"** means the amounts which are payable in accordance with the applicable Order of Priority in priority to amounts due to be paid or delivered to Noteholders.

(c) *Remedies*

Only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Secured Parties,

**13. Meetings of Noteholders; Modifications; Waiver; Trustee Determination; Substitution**

(a) *Meetings of Noteholders*

The Trust Deed contains provisions for convening meetings (including by way of conference call or by use of a video conference platform) of Noteholders of each Series to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Notes (including these Conditions or the provisions of the Master Trust Terms and the relevant Issue Deed insofar as the same may apply to such Notes). The quorum at any such meeting for passing an Extraordinary Resolution will be two or more persons holding or representing a clear majority in principal amount of the Notes for the time being outstanding or, at any adjourned such meeting, two or more persons being or representing Noteholders, whatever the principal amount of the Notes so held or represented, and an Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders, whether present or not and on all relevant Couponholders and holders of Receipts, except that any Extraordinary Resolution proposed to address a Reserved Matter (as defined in the Trust Deed), including (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest thereof, (ii) to change the principal amount or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to change the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating the Interest Amount in respect thereof, (iv) if a Minimum and/or a Maximum Interest Rate, Instalment Amount or Final or Early Redemption Amount is shown in the applicable Final Terms, to change any such Minimum and/or Maximum Interest Rate, Instalment Amount, Final Redemption Amount or Early Redemption Amount, (v) to change any method of calculating the Final or Early Redemption Amount or, in the case of Zero Coupon Notes, to vary the method of calculating the Amortised Face Amount, (vi) to change the currency or currencies of payment or denomination of the Notes, (vii) to direct the Trustee to take any steps as specified in the Trust Deed and/or Condition 11 (*Events of Default*), (viii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution or (ix) to modify the definition of Reserved Matter in the Trust Deed, will only be binding if passed at a meeting of the Noteholders, the quorum at which shall be two or more persons holding or representing not less than 75 per cent. or, at any adjourned meeting, not less than 25 per cent., in principal amount of the Notes for the time being outstanding. The holder of a global Note representing all (or part) of the Notes for the time being outstanding will be treated as being two persons for the purposes of such quorum requirements. A resolution in writing signed by or on behalf of the holders of not less than 90 per cent. (including in the case of a resolution proposed to address a Reserved Matter) in principal amount of the Notes of such Series for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of Noteholders.

*The provisions of articles 470-3 to 470-20 of the Luxembourg Act dated 10th August, 1915 on commercial companies, as amended, shall not apply to the Notes, Receipts and Coupons (if any).*

(b) *Modification*

The Trustee may, in respect of each Series, without the consent of the Noteholders or Couponholders, agree to (i) any modification to any Transaction Document or any other agreement to which the Issuer is a party which is of a formal, minor or technical nature or is made to correct a manifest error, (ii) any modification of any of the provisions of the Trust Deed or any other Transaction Document (other than in respect of a Reserved Matter) which in the opinion of the Trustee is not materially prejudicial to the interests of the Noteholders and the holders of any Related Notes or (iii) any modification of the provisions of the Trust Deed or any other Transaction Document (other than in respect of a Reserved Matter) which is made to satisfy any requirement of any stock exchange on which the Notes are or are proposed to be listed and which, in each case, is not in the opinion of the Trustee materially prejudicial to the interests of the Noteholders and the holders of any Related Notes.

Notice of such modification shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 18 (*Notices*) unless the Trustee agrees otherwise.

(c) *Waiver*

The Trustee may, in respect of any Series, without the consent of the Noteholders or Couponholders and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time, but only if and in so far as in its opinion the interests of the Noteholders and the holders of any Related Notes shall not be materially prejudiced thereby, waive or authorise, on such terms and conditions as to it shall seem expedient, any breach or proposed breach by the Issuer or (if applicable) the Guarantor of any of the covenants or provisions in the Trust Deed or the Conditions or determine that any Event of Default or Potential Event of Default shall not be treated as such provided always that the Trustee shall not exercise any powers conferred on it by this Condition 13(c) in respect of any Reserved Matter or in contravention of any express direction given by an Extraordinary Resolution of the Noteholders and an Extraordinary Resolution of the holders of each series of any Related Notes but no such direction shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination shall be binding on the Noteholders or Couponholders of such Series.

Notice of any such waiver, authorisation or determination shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 18 (*Notices*) unless the Trustee agrees otherwise.

(d) *Trustee determination*

If, in the opinion of the Trustee, any modification, waiver, authorisation or determination referred to in paragraphs (b)(ii) or (iii) and (c) of this Condition 13 affects the interests of the holders of any Series of Related Notes, the Trustee shall agree to such modification, waiver, authorisation or determination only if either (i) it is satisfied that, in its opinion, the interests of the holders of the relevant Series of Related Notes will not be materially prejudiced thereby or (ii) the holders of the relevant Series of Related Notes sanction such modification, waiver, authorisation or determination by way of Extraordinary Resolution, each of (i) and (ii) in accordance with the Conditions of the relevant Series of Related Notes.

(e) *Substitution*

The Trust Deed contains provisions permitting the Trustee, subject to the further conditions set out in the Trust Deed and such amendment of the Trust Deed and other conditions as the Trustee may require, but without the consent of the holders of the relevant Series of Notes, unless Issuer Substitution is specified to be not applicable in the applicable Final Terms, to agree with the Issuer and the Guarantor (if applicable) to the substitution, in respect of any Series of Notes, in place of the Issuer (or of the previous substitute), as the principal debtor under the Notes of such Series, or, when applicable, the Guarantor, as guarantor of the payment obligations of the Issuer under the relevant Series of Notes, of any other company (such substituted company being hereinafter called the "**Substitute Company**").

Not later than 14 days after the execution of such amendment and compliance with such conditions as aforesaid, the Substitute Company shall give notice thereof in a form previously approved by the Trustee to the relevant Noteholders in the manner provided in Condition 18 (*Notices*).

(f) *Entitlement of the Trustee*

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall assume that each holder of a Bearer Note is the holder of all Receipts, Coupons and Talons relating to such Bearer Note and shall have regard to the interests of the holders of such Notes or the Coupons, Receipts or Talons relating thereto as a class and shall not have regard to the consequences of such exercise for any particular Noteholder or Couponholder or holder of any Receipt or Talon and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder or holder of any Receipt or Talon be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual holders of such Notes, Coupons, Receipts or Talons.

**14. Replacement of Notes, Receipts, Coupons and Talons**

Should any Note or (in the case of any Bearer Note) Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes), subject to relevant stock exchange requirements and all applicable laws, upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence, security and indemnity and otherwise as the Issuer or (if applicable) the Guarantor may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

**15. Exchange of Talons**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 10 (*Prescription*). Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

**16. Further Notes and Related Notes**

The Issuer may from time to time without the consent of the Noteholders (but provided that the Trustee is satisfied that the restrictions set out in this Condition 16 will be complied with, create and issue:

- (a) further securities ("**Further Notes**") having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest and issue price) and so that the same shall be consolidated and form a single series with such Notes; and
- (b) where the relevant Compartment is specified in the applicable Final Terms to be a Compartment through which more than one series of notes may be issued (a "**Multi-Series Compartment**"), Related Notes,

provided that (unless otherwise approved by an Extraordinary Resolution of the Noteholders, and an Extraordinary Resolution (as defined under the terms and conditions of such Related Notes) in respect of the holders of each Series of Related Notes (if any) then outstanding under the relevant Compartment immediately prior to the date on which such Further Notes or Related Notes are to be issued):

- (i) in the case of Further Notes, the Issuer provides additional security for such Further Notes that comprises assets that are fungible with, and have the same proportionate

composition as, the Charged Assets in respect of the relevant existing Notes and that has an aggregate principal amount at least equal to the product of (A) the principal amount of such existing security and (B) a fraction, the numerator of which is the aggregate principal amount of the Further Notes and the denominator is the aggregate principal amount of the existing Notes;

- (ii) in the case of Related Notes, where there are Compartment Assets for the existing Notes (A) where the Compartment Asset Coverage Test is not specified to be applicable in the applicable Final Terms, the Issuer provides additional security for such Related Notes that comprises assets that are fungible with, and have the same proportionate composition as, the Compartment Assets in respect of the relevant existing Notes and that has an aggregate principal amount at least equal to the product of (1) the principal amount of such existing security and (2) a fraction, the numerator of which is the aggregate principal amount of the Related Notes and the denominator is the aggregate principal amount of the existing Notes and any existing Related Notes or (B) where the Compartment Asset Coverage Test is specified to be applicable in the applicable Final Terms, the Issuer provides additional security for such Related Notes (including Compartment Assets) so that the Compartment Asset Coverage Test is not breached; and
- (iii) in the case of Further Notes, the Issuer enters into an additional and/or supplemental agreement varying the terms of the relevant Swap Agreement, Repurchase Agreement or Deposit Agreement, as applicable, to take account of the Further Notes on terms no less favourable than those of the Swap Agreement, Repurchase Agreement or Deposit Agreement, as applicable.

In the event that any Series of Related Notes is redeemed other than pursuant to a Note Acceleration (as such expression is defined under the terms and conditions of such Related Notes), the Issuer (or any Disposal Agent) shall be entitled, notwithstanding any provision to the contrary, to modify the composition or, if appropriate, the terms of the Compartment Assets so as to ensure that such redemption does not cause a breach of the Compartment Asset Coverage Test if specified as applicable, in each case, in the applicable Final Terms.

Any Further Notes shall be constituted and secured by a supplemental trust deed and the Related Notes shall be constituted and secured by the Trust Deed and the Notes and the Further Notes or, as the case may be, the Related Notes shall be secured by the same Charged Assets. References in these Conditions to "**Notes**" and "**Charged Assets**" shall be construed accordingly.

Where the applicable Final Terms do not specify that the relevant Compartment is a Multi-Series Compartment, references in these Terms and Conditions to Related Notes or the holders of Related Notes, as the case may be, shall not be applicable and these Terms and Conditions shall be construed accordingly.

## **17. Removal, Indemnification and Obligations of the Trustee**

The Trust Deed contains provisions for the appointment, retirement and removal of the Trustee. The Issuer shall as soon as practicable after the appointment of a new trustee notify the Noteholders of such appointment in accordance with Condition 18 (*Notices*).

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility including for the exercise of any voting rights in respect of the Compartment Assets or for the value, validity, sufficiency and enforceability (which the Trustee has not investigated) of the Compartment Security created over the Charged Assets. The Trustee is not obliged to take any action under the Trust Deed, the Notes or otherwise unless indemnified and/or secured to its satisfaction. The Trustee and any affiliate is entitled to enter into business transactions with the Issuer, the Guarantor, any issuer or guarantor (where applicable) of any of the Charged Assets any party other than the Issuer under a Related Agreement (including, without limitation, the Swap Counterparty), or any of their subsidiary, holding or associated companies without accounting to the Noteholders for profit resulting therefrom.



The Trustee is exempted from liability with respect to any loss or theft or reduction in value (as appropriate) of the Charged Assets from any obligation to insure or to procure the insuring of the Charged Assets (or any documents evidencing, constituting or representing the same or transferring any rights or obligations thereunder) and from any claim arising from the fact that the Charged Assets are held in an account with a clearing agent in accordance with that relevant clearing agent's rules or otherwise held in safe custody by the Custodian or any custodian whether or not selected by the Trustee (in each case, if applicable). The Trustee is not responsible for supervising the performance by (i) the Issuer of its own obligations and (ii) any other person of their obligations to the Issuer.

For the purposes of this Condition 17, each of the Issuer and, as the case may be, the Guarantor expressly accepts and confirms, for the purposes of articles 1278 and 1281 of the Luxembourg civil code, that notwithstanding any assignment, transfer and/or novation permitted under and made in accordance with the provisions of the Trust Deed or any agreement referred to therein to which the Issuer and, as the case may be, the Guarantor are party, any security created or guarantee given under the Trust Deed shall be reserved for the benefit of the new trustee (for itself and for the benefit of each other Secured Party).

## **18. Notices**

All notices regarding the Notes shall be valid if: (a) in the case of Notes represented by a Global Note, delivered to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes; (b) so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of such stock exchange or relevant authority so require, in accordance with such rules; or (c) in the case of Registered Notes if sent by first class mail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register. If and for so long as the Notes are admitted to trading on, and listed on the Official List of the Luxembourg Stock Exchange, and so long as the Luxembourg Stock Exchange so require, notices shall be made available on the Luxembourg Stock Exchange's website, [www.luxse.com](http://www.luxse.com). Any such notice shall be deemed to have been given on the Business Day on which such delivery takes place or, if earlier, the date of such publication, or, if published more than once, on the date of the first such publication.

If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Issuing and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a global Note, such notice may be given by any holder of a Note to the Issuing and Paying Agent or the Registrar (as applicable) via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Issuing and Paying Agent or the Registrar (as applicable) and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

## **19. Redenomination**

### **(a) Redenomination**

Where redenomination is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Noteholders, the Trustee, the Receiptholders and the Couponholders, on giving prior notice to the Issuing and Paying Agent, Euroclear and Clearstream, Luxembourg and at least 30 days' prior notice to the Noteholders in accordance with Condition 18 (Notices), elect that, with effect from the Redenomination Date specified in the notice, the Notes shall be redenominated in euro.

The election will have effect as follows:

- (i) the Notes and the Receipts shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a principal amount for each Note and Receipt equal to the principal amount of that Note or Receipt in the Specified Currency, converted into euro at

the Established Rate, provided that, if the Issuer determines, with the agreement of the Issuing and Paying Agent, that the then market practice in respect of the redenomination into euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may be listed and the Issuing and Paying Agent of such deemed amendments;

- (ii) save to the extent that an Exchange Notice has been given in accordance with paragraph (iv) below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate principal amount of Notes presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant Noteholder and the amount of such payment shall be rounded down to the nearest euro 0.01;
- (iii) if definitive Notes are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denominations of euro 1,000, euro 10,000, euro 100,000 and (but only to the extent of any remaining amounts less than euro 1,000 or such smaller denominations as the Issuing and Paying Agent may approve) euro 0.01 and such other denominations as the Issuing and Paying Agent shall determine and notify to the Noteholders;
- (iv) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Notes) will become void with effect from the date on which the Issuer gives notice (the "**Exchange Notice**") that replacement euro-denominated Notes, Receipts and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Notes and Receipts so issued will also become void on that date although those Notes and Receipts will continue to constitute valid exchange obligations of the Issuer. New euro denominated Notes, Receipts and Coupons will be issued in exchange for Notes, Receipts and Coupons denominated in the Specified Currency in such manner as the Issuing and Paying Agent may specify and as shall be notified to the Noteholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Notes;
- (v) after the Redenomination Date, all payments in respect of the Notes, the Receipts and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Notes to the Settlement Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;
- (vi) if the Notes are Fixed Rate Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Period End Date, it will be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (defined above) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention;
- (vii) if the Notes are Floating Rate Notes, the Calculation Agent will determine (acting in good faith and in a commercially reasonable manner) any relevant changes to the provisions relating to interest and the Issuer will notify Noteholders thereof in accordance with Condition 18; and
- (viii) such other changes shall be made to these Conditions as the Issuer may decide, after consultation with the Issuing and Paying Agent and the Trustee, and as may be specified in the notice, to conform them to conventions then applicable to instruments denominated in euro.

Notwithstanding the foregoing, none of the Issuer, the Guarantor (if any), the Calculation Agent, the Issuing and Paying Agent and the Trustee shall be liable to any Noteholder 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.

(b) *Definitions*

In these Conditions, the following expressions have the following meanings:

**"Established Rate"** means the rate for the conversion of the Specified 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;

**"Redenomination Date"** means (in the case of interest bearing Notes) any date for payment of interest under the Notes or (in the case of Zero Coupon Notes) any date, in each case specified by the Issuer in the notice given to the Noteholders pursuant to paragraph (a) above and which falls on or after the date on which the country of the Specified 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.

**20. Agents and Registrar**

- (a) In acting under the Agency Agreement, the Agents will act solely as agents of each of the Issuer and Guarantor (if applicable) do not assume any obligations or relationship of agency or trust to or with the Noteholders, Receiptholders or Couponholders. The Issuer will agree to perform and observe the obligations imposed upon it under the Agency Agreement. The Agency Agreement contains provisions for the indemnification of the Agents and for relief from responsibility in certain circumstances, and entitles any of them to enter into business transactions with the Issuer and any of its subsidiaries without being liable to account to the Noteholders, Receiptholders or Couponholders for any resulting profit. In relation to each issue of Notes, the Calculation Agent (whether it be BNP Paribas, BNP Paribas Financial Markets 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 Noteholders, Couponholders and Receiptholders. All calculations and determinations made in respect of the Notes 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 Noteholders, Couponholders and Receiptholders. 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.
- (b) Notwithstanding anything to the contrary in these Conditions, in exercising its discretion and making an election, determination, modification or adjustment, the Issuer, the Calculation Agent and any other relevant Agent shall do so in good faith and in a commercially reasonable manner to preserve or restore the economics of the agreed terms as far as practicable. Any such election, determination, modification or adjustment shall not create a significant imbalance between the rights and obligations of the Issuer compared to the Noteholders, to the detriment of the Noteholders.
- (c) If Essential Trigger is specified as applicable in the applicable Final Terms, the Issuer or the Calculation Agent, as the case may be, may only modify or adjust the terms of the Notes (other than modifications that do not relate to essential characteristics of the Notes) or redeem the Notes prior to their scheduled Maturity Date, as described in the Terms and Conditions, following an event or circumstance (or combination of events or circumstances) that (a) is not attributable to the Issuer that significantly alters the economics of the Notes compared to the economics as of the Issue Date, or (b) constitutes a force majeure.

For the purpose of this Condition 20(c), essential characteristics of the Notes means characteristics of the Notes that are considered essential to the Noteholders generally, including without limitation the yield (coupon structure), the Underlying Reference, the principal protected amount (if any), the identity of the Issuer and of the Guarantor and the scheduled Maturity Date.

**21. Contracts (Rights of Third Parties) Act 1999**

The Notes shall not confer any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of a third party which may exist or is available apart from that Act.

**22. Governing Law and Submission to Jurisdiction**

- (a) The Master Trust Terms and the Issue Deed (save to the extent that the Master Trust Terms and/or the Issue Deed relates to security interests created over assets located or deemed to be located in Luxembourg), the Agency Agreement, the Notes, the Receipts and the Coupons (and any non-contractual obligations arising out of or in connection with such documents) are (or, as the case may be, shall be) governed by, and shall be construed in accordance with, English law.
- (b) Subject to Condition 22(f) below, the courts of England are to have exclusive jurisdiction to settle any disputes which may directly or indirectly, arise out of or in connection with the Notes (including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed and the Notes) (a "**Dispute**") and each of the Issuer, the Trustee and each Noteholder (by its acquisition of a Note) is deemed to submit to the exclusive jurisdiction of the English courts.
- (c) The Issuer and each Noteholder (by its acquisition of a Note) waive any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (d) The Issuer appoints BNP Paribas, London Branch, of 10 Harewood Avenue, London NW1 6AA (Attention: the Loan Administration Department), as its agent for service of process, and undertakes that, in the event of BNP Paribas, London Branch ceasing so to act or ceasing to be registered in England, it will appoint, subject to the prior written approval of the Trustee, another person as its agent for service of process in England in respect of any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Notes (including Proceedings relating to any non-contractual obligations arising out of or in connection with such Notes). Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.
- (e) The Issuer has in the Trust Deed submitted to the exclusive jurisdiction of the English courts and has appointed an agent for service of process in terms substantially similar to those set out above.
- (f) If Essential Trigger is specified as applicable in the applicable Final Terms and, to the extent that any proceedings in respect of the Notes relate to consumers (as such term is used in Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the "**Brussels Recast Regulation**")), notwithstanding Condition 22(b), the Issuer will be required to, and such consumers may, in respect of any Dispute in respect of the Notes, take proceedings in the jurisdictions specified in Article 18 of the Brussels Recast Regulation.

## TERMS AND CONDITIONS OF THE WARRANTS

*The following are the Terms and Conditions of the Warrants, which will include the additional terms and conditions for payouts for Securities contained in Annex 1, Annex 2 in the case of Index Linked Warrants, Annex 3 in the case of Share Linked Warrants, Annex 4 in the case of Debt Linked Warrants, Annex 5 in the case of Commodity Linked Warrants, Annex 6 in the case of Inflation Linked Warrants, Annex 7 in the case of Currency Linked Warrants, Annex 8 in the case of Fund Linked Warrants, Annex 9 in the case of Underlying Interest Rate Linked Warrants and Annex 11 in the case of ETI Linked Warrants (each an "Annex" and together the "Annexes" which may be added from time to time) which will be incorporated by reference into each Global Warrant.*

*The Terms and Conditions of any Warrants will be completed either by the applicable Final Terms or, in circumstances where Warrants are not issued on the basis of this Base Prospectus, by issue specific terms prepared in accordance with any such issue ("Issue Specific Terms"). Where the Terms and Conditions of any Warrants are completed by Issue Specific Terms, references herein and in the Annexes to the "Final Terms" shall be deemed to be references to the "Issue Specific Terms" relating to such Warrants.*

*The applicable Final Terms or Issue Specific Terms (or the relevant provisions thereof) will be endorsed on, attached to or incorporated by reference in, each permanent global Warrant. Reference should be made to the section headed "Form of Final Terms for Warrants" above for a description of the content of Final Terms or Issue Specific Terms, as the case may be, which will specify which of such terms is to apply in relation to the relevant Warrants.*

This Warrant is one of a Series (as defined below) of Warrants issued by SecurAsset S.A. (the "**Issuer**"), a regulated securitisation undertaking within the meaning of the Luxembourg Act dated 22 March 2004 on securitisation, as amended (the "**Securitisation Act 2004**", which term shall include such act as modified, amended or re-enacted from time to time), constituted and secured by relevant issue deed dated the date of issue of the Warrants (the "**Issue Date**") (or in the case of Warrants issued through a Multi-Series Compartment, secured by the issue deed relating to the first series of Warrants issued through the relevant Compartment (the "**Original Issue Deed**") and constituted by the Original Issue Deed and an issue deed supplemental to the Original Issue Deed) between, *inter alia*, the Issuer, the Trustee and the persons specified therein as a Swap Counterparty and/or Deposit Counterparty and/or Repo Counterparty (each as defined in Condition 9 (*Compartment Assets*)) (the "**Issue Deed**") which incorporates master trust terms between the Issuer and BNP Paribas Trust Corporation UK Limited (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed (as defined below)) as trustee for the Warrantholders (as defined below) and, where applicable, the holders of any Related Warrants (the "**Master Trust Terms**", together with the Issue Deed and the issue deeds relating to any Related Warrants (which may be expressed to be supplemental to any Original Issue Deed), the "**Trust Deed**"). References herein to the "Issuer" shall include the Substitute Company as defined in Condition 14(e) (*Substitution*), in the case of any substitution of the Issuer in accordance with that Condition.

References herein to the Warrants shall be references to the Warrants of this Series and shall mean:

- (a) Warrants held by a Common Depositary on behalf of Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") and/or Euroclear Bank S.A./N.V. ("**Euroclear**"), and/or any other relevant clearing system ("**Clearing System Warrants**") constituted by a clearing system global warrant (a "**Clearing System Global Warrant**"); and
- (b) any global Warrant in registered form ("**Registered Global Warrant(s)**" and, together with a Clearing System Global Warrant, each a "**Global Warrant**").

The Warrants have the benefit of an agency agreement dated 6 February 2009, as most recently amended and restated on 20 September 2024 (the "**Agency Agreement**", which expression includes the same as it may be modified and/or supplemented and/or restated from time to time) and made between, *inter alia*, the Issuer, the Trustee, BNP Paribas Financial Markets S.N.C. as calculation agent (the "**Calculation Agent**"), which expression shall include any additional or successor calculation agents specified in the applicable Final Terms, BNP Paribas, Succursale de Luxembourg, as account bank (where specified in the applicable Final Terms) (the "**Account Bank**"), BNP Paribas, Succursale de Luxembourg, as principal warrant and certificate

agent, registrar and, where specified in the Final Terms, custodian and cash manager (the "**Principal Warrant and Certificate Agent**", the "**Registrar**", the "**Custodian**" and the "**Cash Manager**" respectively, which expressions shall include, in each case, any additional, alternative or successor agents specified in the applicable Final Terms) and the other warrant and certificate agents named therein (together with the Principal Warrant and Certificate Agent and the Registrar, the "**Warrant and Certificate Agents**", which expression shall include any additional or successor warrant and certificate agents). The Warrant and Certificate Agents, the Calculation Agent, the Cash Manager and the Custodian shall be referred to collectively herein as the "**Agents**". The Warrants, the Trust Deed, the Agency Agreement (together with any supplements thereto), the Dealer Agreement and any other Related Agreements are together referred to as the "**Transaction Documents**".

The Trustee acts for the benefit of the holders for the time being of the Warrants which expression shall mean, in the case of Clearing System Global Warrants, the Warrantholders and, in the case of Registered Global Warrants, the persons in whose name the Warrants are registered, and shall, in relation to any Warrants represented by a Global Warrant, be construed as provided in Condition 1 below. The Trustee also holds the Compartment Security granted by the Issuer for itself and the other Secured Parties (as defined below).

Any reference herein to "**Euroclear**" and/or "**Clearstream, Luxembourg**" (each term as defined above) shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms, approved by the Issuer, the Guarantor (if applicable), the Trustee, the Principal Warrant and Certificate Agent, the Registrar (in the case of warrants in registered form ("**Registered Warrants**") only) and, in the case of Warrants listed on the Luxembourg Stock Exchange, the Luxembourg Stock Exchange.

The Final Terms for this Warrant (or other relevant provisions thereof) are set out in the Final Terms that are endorsed on, attached to or incorporated by reference in this Warrant and which complete these terms and conditions (the "**Terms and Conditions**" or the "**Conditions**").

As used herein, "**Tranche**" means Warrants which are identical in all respects, "**Series**" means a Tranche of Warrants together with any further Tranche or Tranches of Warrants which are (a) expressed to be consolidated and form a single series with the original Tranche and (b) identical in all respects except for their respective Issue Date and/or Issue Prices, as applicable and "**Related Warrants**" means each other series of warrants issued through the same Compartment as the Warrants where the relevant Compartment is a Multi-Series Compartment (as defined in Condition 16(b)).

Copies of the Master Trust Terms and the Agency Agreement are available for inspection by Warrantholders during normal business hours from the specified offices of the Warrant and Certificate Agents or may be provided by email to a Warrantholder following their prior written request to the relevant Warrant and Certificate Agent and provision of proof of holding and identity (in a form satisfactory to the relevant Warrant and Certificate Agent). Copies of the applicable Final Terms are available for viewing by Warrantholders at [www.luxse.com](http://www.luxse.com) and copies may be obtained from the specified office of the Principal Warrant and Certificate Agent save that, if this Warrant is a Private Placement Warrant (as defined below) which has not been offered to the public in Luxembourg, the applicable Final Terms will only be obtainable by a Warrantholder holding one or more such Warrants and such Warrantholder must produce evidence satisfactory to the Issuer, the Trustee and the relevant Warrant and Certificate Agent as to its holding of such Warrants and identity. The Warrantholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed (as such term is defined in the Master Trust Terms).

By subscribing to, or otherwise acquiring, the Warrants, each Warrantholder expressly acknowledges and agrees that:

- (a) the Issuer (i) is subject to the Securitisation Act 2004 and (ii) in connection with the Warrants has created a specific Compartment, which Compartment shall be identified by the number and/or name ascribed to it in the applicable Final Terms, to which all assets, rights, claims and agreements relating to the Warrants will be allocated;
- (b) the provisions with respect to the Order of Priority specified in the applicable Final Terms will apply;

- (c) all payments to be made by the Issuer in respect of the Warrants and the related Swap Agreement (if any) will be made only from and to the extent of the sums received or recovered from time to time by or on behalf of the Issuer or the Trustee in respect of the Charged Assets and, following a Warrant Acceleration in respect of the Warrant, the entitlement of the Warrantholder will be limited to such Warrantholder's *pro rata* share of the proceeds of the relevant Charged Assets applied in accordance with the Order of Priority specified in the applicable Final Terms and not to the assets allocated to other compartments created by the Issuer or to any other assets of the Issuer and, in the case of Guaranteed Warrants, sums obtained on its behalf by the Trustee, making a claim under the Guarantee, subject to the terms set out in the applicable Final Terms and the relevant provisions of the Guarantee;
- (d) once all moneys received by the Trustee in connection with the enforcement of the Compartment Security over the Charged Assets have been applied in accordance with the Order of Priority set out in the applicable Final Terms and in the Master Trust Terms, it is not entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished;
- (e) it shall have no right to attach or otherwise seize the Charged Assets (subject as provided above), or any other assets of the Issuer, including, without limitation, any assets allocated to any other compartments of the Issuer; and
- (f) no Warrantholder shall be entitled to petition or take any other step for the liquidation, winding-up or the bankruptcy of the Issuer or any similar proceedings.

Words and expressions defined in the Master Trust Terms or 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, and provided that, in the event of any inconsistency between the Trust Deed or the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

Warrants may not be exercised, and the securities may not be delivered upon exercise, in the United States or to, or for the account of or benefit of a U.S. Person as defined in Regulation S.

## 1. Type, title and transfer

### (a) Type

The Warrants relate to a specified Index or Basket of Indices ("**Index Linked Warrants**"), a specified Share (including a specified depository receipt (a "**GDR/ADR**")) or Basket of Shares or a basket of GDRs and/or ADRs ("**Share Linked Warrants**"), a specified debt security or basket of debt securities ("**Debt Linked Warrants**"), a specified commodity or commodity index or basket of commodities and/or commodity indices ("**Commodity Linked Warrants**"), a specified inflation index or basket of inflation Indices ("**Inflation Linked Warrants**"), a specified currency or basket of currencies ("**Currency Linked Warrants**"), a specified fund share or unit or basket of fund shares or units, fund indices ("**Fund Linked Warrants**"), underlying interest rate linked warrants ("**Underlying Interest Rate Linked Warrants**"), 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 benefit of interests in exchange traded instruments ("**ETI Linked Warrants**") or any other or further type of warrants as is specified in the applicable Final Terms including Warrants which relate to any combination of such indices, shares, debt securities, commodities, inflation indices, currencies, fund shares or units, fund indices, underlying interest rates and other asset classes or types ("**Hybrid Warrants**"). Warrants related to a specified commodity or commodity index or basket of commodities or commodity indices, a specified inflation index or basket of inflation indices, specified currency or basket of currencies, a specified fund share or unit or basket of fund shares or units, the credit of a specified reference entity or reference entities, a specified interest rate or basket of interest rates, specified exchange traded instruments or Hybrid Warrants related to any of these asset classes, may not at any time be offered, sold, resold, held, traded, pledged, exercised, settled, transferred or delivered, directly or indirectly, in the United States or to, by or for the account or benefit of, persons that are U.S. persons as defined

in Regulation S under the Securities Act or that are not Non-United States Persons as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended.

If the Warrants are Hybrid Warrants and Hybrid Warrants is specified as applicable in the applicable Final Terms, the terms and conditions of the Warrants will be construed on the basis that in respect of each separate type of Underlying Reference, the relevant terms applicable to each such separate type of Underlying Reference will apply, as the context admits, separately and independently in respect of the relevant type of Underlying Reference, except as specified in the applicable Final Terms. "**Hybrid Business Day**" has the meaning given to such term in the applicable Final Terms.

The applicable Final Terms will indicate whether the Warrants are American style Warrants ("**American Style Warrants**"), European style Warrants ("**European Style Warrants**") or Registered Warrants and, in the case of Cash Settled Warrants whether automatic exercise ("**Automatic Exercise**") applies to the Warrants, whether settlement shall be by way of cash payment ("**Cash Settled Warrants**") or physical delivery ("**Physical Delivery Warrants**"), whether the Warrants are call Warrants ("**Call Warrants**") or put Warrants ("**Put Warrants**") 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. If Averaging is specified as applying in the applicable Final Terms, the applicable Final Terms will state, amongst other details, the relevant Averaging Dates.

References in these Terms and Conditions, unless the context otherwise requires, to Cash Settled Warrants shall be deemed to include references to (i) Physical Delivery Warrants, which include an option (as set out in the applicable Final Terms) at the Issuer's election to request cash settlement of such Warrant pursuant to Condition 4(e)(i) and where settlement is to be by way of cash payment, and (ii) Physical Delivery Warrants where settlement is to be automatically varied to be by way of a cash payment pursuant to Condition 4(e)(i). References in these Terms and Conditions, unless the context otherwise requires, to Physical Delivery Warrants shall be deemed to include references to Cash Settled Warrants which include an option (as set out in the applicable Final Terms) at the Issuer's election to request physical delivery of the relevant underlying asset in settlement of such Warrant pursuant to Condition 4(e)(i) and where settlement is to be by way of physical delivery.

Warrants may, if specified in the applicable Final Terms, allow Warrantholders to elect for settlement by way of cash payment or by way of physical delivery or by way of a combination of cash payment and physical delivery. Those Warrants where the relevant Warrantholder has elected for cash payment will be Cash Settled Warrants and those Warrants where the relevant Warrantholder has elected for physical delivery will be Physical Delivery Warrants. The rights of a Warrantholder as described in this paragraph may be subject to the Issuer's right to vary settlement (as indicated in the applicable Final Terms) and will be subject to the Issuer's right to substitute assets or pay the Alternate Cash Amount (as defined below) in lieu of physical delivery in accordance with Condition 4(f).

(b) *Title to Warrants*

In the case of Warrants represented by a Clearing System Global Warrant held by a Common Depository on behalf of 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 Warrants (in which regard any certificate or other document issued by the relevant Clearing System as to the amount of Warrants 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 Trustee, the Guarantor, if any, and the relevant Warrant and Certificate Agent as the Warrantholder of such amount of Warrants for all purposes (and the expressions "**Warrantholder**" and "**Holder of Warrants**" and related expressions shall be construed accordingly).

(c) *Title to Registered Warrants*

In the case 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 Warrantholders, the amount and type of the Warrants held by each Warrantholder 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 Warrants (each a "**Warrantholder**") shall (except as otherwise required by law) be treated as the absolute owner of such amount of 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.

(d) *Transfers of Interests in Global Warrants*

Transfers of Warrants may not be effected after the exercise of such Warrants pursuant to Condition 5.

Subject as set forth in this Condition, all transactions (including permitted transfers of Warrants) in the open market or otherwise must be effected, in the case of Clearing System Warrants, subject to and in accordance with the rules and procedures for the time being of the relevant Clearing System(s). Title will pass upon registration of the transfer in the books of the relevant Clearing System.

Any reference herein to Clearstream, Luxembourg and/or Euroclear 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, the Trustee, the Registrar, the Issuing and Paying Agent, the Principal Warrant and Certificate Agent and Warrant and Certificate Agent from time to time and notified to the relevant Warrantholders in accordance with Condition 17.

(i) *Transfers of Clearing System Warrants*

(A) Transfers of Warrants to a person who takes delivery in the form of Warrants represented by a Global Warrant may be made only in accordance with the following provisions:

- (1) in the case of transfers to a person who takes delivery in the form of Warrants represented by a Global Warrant, from a Holder of Warrants represented by a Global Warrant, to a non-U.S. person in an Offshore Transaction as defined in Regulation S pursuant to Regulation S; and
- (2) in each case, in accordance with any applicable rules and regulations of the Principal Warrant and Certificate Agent and the relevant Clearing System.

(B) The Warrantholder must send 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.

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

(D) On the transfer date:

- (1) the relevant Clearing System will debit the account of its participant; and
- (2) the relevant Clearing System or the Warrantholder, as the case may be, will instruct the Principal Warrant and Certificate 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.

(E) Upon any such transfers, on the transfer date the Principal Warrant and Certificate Agent, will increase or decrease, if appropriate, the number of Warrants represented by the relevant Global Warrant, whereupon the number of Warrants represented by

such Global Warrant shall be increased or decreased, if appropriate, for all purposes by the number so transferred and endorsed.

(ii) **Transfer of Registered Warrants**

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 3 to the Agency Agreement, the Registrar should enter the name of the transferee in the Register for the Registered Warrants as the Warrantholder of the Registered Warrant specified in the form of transfer.

Warrantholders 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 determined by the Calculation Agent 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.

**2. Status of the Warrants; Guaranteed Warrants**

(a) *Status of the Warrants*

The Warrants are secured, limited recourse obligations of the Issuer, ranking *pari passu* without any preference among themselves, which are secured in the manner described in Condition 9 and recourse in respect of which is limited in the manner described in Condition 9.

Unless Waiver of Set-Off is specified as not applicable in the applicable Final Terms, and subject to applicable law, no Warrantholder may exercise or claim any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer (or, if applicable, the Guarantor) arising under or in connection with the Warrants and each Warrantholder shall, by virtue of being the holder of any Warrant, be deemed to have waived to the extent permitted by applicable law all such rights of set-off, compensation and retention in respect of such Warrants, both before and during any resolution, winding-up, liquidation or administration of the Issuer (or, if applicable, the Guarantor).

(b) *Guaranteed Warrants*

If the Warrants are "**Guaranteed Warrants**" as specified in the applicable Final Terms, and subject to the satisfaction of the conditions set out therein and in the relevant provisions of the Trust Deed applicable to such Warrants, the payment obligations of the Issuer in respect of such Guaranteed Warrants will have the benefit of a guarantee (the "**Guarantee**") in favour of the Trustee (for itself, and as trustee for holders of such Guaranteed Warrants) made by BNP Paribas (in such capacity, the "**Guarantor**").

The obligations of BNP Paribas as Guarantor under any Guarantee are senior preferred (within the meaning of Article L.613-30-3-1-3° of the French Code *monétaire et financier*) and unsecured obligations of the Guarantor and will rank *pari passu* with all its other present and future senior preferred and unsecured obligations, subject to such exceptions as may from time to time be mandatory under French law.

(c) *Subrogation of the Guarantor*

Under the Guarantee, the Guarantor will be subrogated to any rights of the holders of the Guaranteed Warrants and the Trustee against the Issuer to the fullest extent permitted by applicable law and to the extent of such payment in respect of amounts due in respect of the Warrants which have been paid by the Guarantor under the Guarantee.

**3. Restrictions**

(a) The Issuer has covenanted in the Trust Deed that, inter alia, so long as any of the Warrants remains outstanding, it will not, without the prior written consent of the Trustee:

- (i) engage in any activity or do anything whatsoever, except:
  - (A) issue instruments which are subject to the Securitisation Act 2004 and the enforcement and limited recourse provisions of the Trust Deed or any other relevant agreement ("**Permitted Instruments**", provided that such term shall include, without limitation, Related Agreements, notes, certificates, Warrants, Further Warrants and Related Warrants (as defined below));
  - (B) otherwise incur indebtedness (any such indebtedness, "**Permitted Indebtedness**") in respect of moneys borrowed or raised where such indebtedness is incurred on terms that it is subject to, and in compliance with, the Securitisation Act 2004 and/or is secured on assets or other property which are not part of the Charged Assets and on terms which provide for the extinguishment of all claims in respect of such indebtedness after application of the proceeds of the assets or property on which such indebtedness is secured;
  - (C) enter into any deed or agreement of any kind related to any Permitted Instrument or Permitted Indebtedness, but provided always other than in the case of any Related Warrants that any such deed or agreement is entered into on terms that the obligations of the Issuer thereunder relate to a compartment of specified assets of the Issuer (other than its share capital) which does not form part of the Charged Assets and on terms which provide for extinguishment of all claims in respect of such obligations after application of the assets on which such indebtedness is secured;
  - (D) acquire, or enter into any agreement constituting, the collateral in respect of any Permitted Instrument or the assets securing any Permitted Indebtedness to enable it to discharge its obligations under such Permitted Instrument or Permitted Indebtedness;
  - (E) perform its obligations under each Permitted Instrument or Permitted Indebtedness, or any deed or agreement incidental to the issue and constitution of, or the granting of security for, any Permitted Instrument or Permitted Indebtedness;
  - (F) enforce any of its rights whether under any deed or agreement entered into in relation to any Permitted Instrument or Permitted Indebtedness;
  - (G) perform any act incidental to or necessary in connection with any of the above; or
  - (H) as permitted by the Conditions;
- (ii) have any subsidiaries;
- (iii) have any employees;

## TERMS AND CONDITIONS OF THE WARRANTS

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- (iv) dispose of any of its property or other assets or any part thereof or interest therein (subject (A) to this subparagraph (a) and (B) as provided in the terms and conditions relating to any Permitted Instrument or the terms and conditions relating to any Permitted Indebtedness);
  - (v) issue any further fungible Warrants or Related Warrants unless the trustee and/or guarantor thereof is the same person as, respectively, the Trustee and/or, as the case may be, the Guarantor for the Warrants;
  - (vi) pay any dividend or make any other distribution to its members other than in respect of any shares issued by SecurAsset S.A. acting through a compartment where such dividend or other distribution is funded solely from the profits of such compartment in accordance with the articles of association of the Issuer;
  - (vii) guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others;
  - (viii) pledge its assets for the benefit of any other entity or make any loans or advances to any entity (other than in connection with or in respect of Permitted Instruments and Permitted Indebtedness); or
  - (ix) consolidate or merge with any other person.
- (b) The Issuer has covenanted in the Trust Deed that, inter alia, save with the prior written consent of the Trustee, the Issuer shall, so long as any of the Warrants remains outstanding:
- (i) maintain proper books and records, accounts and financial statements for each Compartment and for the Issuer;
  - (ii) hold itself out as a separate entity, conduct its business in its own name and maintain an arm's length relationship with its affiliates (if any);
  - (iii) notify the Trustee in writing immediately on becoming aware of the occurrence of any Event of Default or Potential Event of Default or the proposed mandatory cancellation of any Warrant;
  - (iv) provide the Trustee with certain certificates within specified timeframes that no Event of Default or Potential Event of Default has occurred since the Certification Date of the last certificate or the date of the Trust Deed, or, if such an event has occurred, giving details of it;
  - (v) for each Series send to the Trustee at least 48 hours (if practicable) before it is to be issued the form of each notice to be given to the Warrantheolders and, once given, two copies of each such notice;
  - (vi) forthwith upon request by the Trustee give notice to the Warrantheolders of any Series of any unconditional payment to the Principal Warrant and Certificate Agent or the Trustee of any sum due in respect of the Warrants of such Series made after the due date for such payment;
  - (vii) in relation to each Series:
    - (A) comply and procure that each of the parties thereto complies with its obligations under the Agency Agreement, any Swap Agreement, any Deposit Agreement or any Repurchase Agreement; and
    - (B) procure that any Swap Counterparty gives the Trustee notice of any substitution of the Compartment Assets with substitute securities or cash substitute in accordance with the terms of Condition 9(f);
  - (viii) not commingle its assets with those of any other entity; and

- (ix) observe all formalities required by its memorandum and articles of association (including maintaining adequate capital for its operations).

#### 4. Exercise Rights

##### (a) *American Style Warrants*

American Style Warrants are exercisable on any Exercise Business Day during the Exercise Period.

**"Exercise Business Day"** means:

- (i) in the case of Cash Settled Warrants, a day that is a Business Day; and
- (ii) in the case of Physical Delivery Warrants, a day that is a Business Day and a Scheduled Trading Day.

##### (A) *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 (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) if the Warrants are Physical Delivery Warrants, any American Style Warrant with respect to which no Exercise Notice (as defined below) has been delivered in the manner set out in Condition 5, at or prior to 10.00 a.m., Luxembourg or Brussels time, as appropriate, on the Expiration Date, shall become void.

If the Warrants are Cash Settled Warrants and 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 5(g) 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 Warrant and Certificate Agent or, if the Warrants are Cash Settled Warrants and 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 Warrant and Certificate 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 5 at or prior to 10.00 a.m. (Local Time) on the Expiration Date shall (A) (x) if the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (y) if the Warrants are Physical Delivery Warrants, become void or (B) if the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, be automatically exercised on the Expiration Date as provided above.

##### (B) *Registered Warrants*

If (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) if the Warrants are Physical Delivery Warrants, any American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 5, at or prior to 10.00 a.m., Luxembourg time, on the Expiration Date, shall become void.

If the Warrants are Cash Settled Warrants and 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 5, at or prior to 10.00 a.m., Luxembourg time, on the Expiration Date shall be automatically exercised on the Expiration Date and the provisions of Condition 5(g) shall apply.

The Exercise Business Day during the Exercise Period on which an Exercise Notice is delivered prior to 10.00 a.m., Luxembourg time, to the Registrar and a copy thereof so received by the Principal Warrant and Certificate Agent or, if the Warrants are Cash Settled Warrants and 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., Luxembourg 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 Warrant and Certificate Agent, in each case, after 10.00 a.m., Luxembourg 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 5, at or prior to 10.00 a.m., Luxembourg time, on the Expiration Date shall (A) if (x) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (y) the Warrants are Physical Delivery Warrants, become void or (B) if the Warrants are Cash Settled Warrants and 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.

(A) *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 (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) the Warrants are Physical Delivery Warrants, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 5, at or prior to 10.00 a.m. (Local Time) on the Actual Exercise Date, shall become void.

If the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, any such Warrant shall be automatically exercised on the Actual Exercise Date and the provisions of Condition 5(g) shall apply.

(B) *Registered Warrants*

If (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) the Warrants are Physical Delivery Warrants, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 5, at or prior to 10.00 a.m., Luxembourg time, on the Actual Exercise Date, shall become void. If the Warrants are Cash Settled Warrants and 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 5, at or prior to 10.00 a.m., Luxembourg time, on the Actual Exercise Date, shall be automatically exercised on the Actual Exercise Date and the provisions of Condition 5(g) shall apply.

(c) *Cash Settlement*

If the Warrants are Cash Settled Warrants, 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 Global Warrant, to certification as to non-U.S. beneficial ownership, to receive from the Issuer on the Settlement Date the Cash Settlement Amount.

The "**Cash Settlement Amount**" shall be an amount (which may never be less than zero) to which the Holder of Warrants 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.

If Aggregation is specified as applicable in the applicable Final Terms Warrants exercised at the same time by the same holder of Warrants 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

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:

- (i) 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
- (ii) if Rounding Convention 2 is specified as applicable in the applicable Final Terms, the Cash Settlement Amount shall not be subject to rounding but Securities of the same Series held by the same Holder of Warrants 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).

If the Cash Settlement Amount is not an amount in the Settlement Currency, if specified in the applicable Final Terms it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms;

(d) *Physical Settlement*

- (i) Exercise Rights in relation to Physical Delivery Warrants

If the Warrants are Physical Delivery Warrants, each such Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, entitles its holder, upon due exercise and subject, in the case of Warrants represented by a Global Warrant, to certification as to non-U.S. beneficial ownership, to receive from the Issuer on the Settlement Date the Entitlement subject to payment of the relevant Exercise Price and any other sums payable. The method of delivery of the Entitlement is set out in the applicable Final Terms.

If Aggregation is specified as applicable in the applicable Final Terms, Warrants or Units, as the case may be, exercised at the same time by the same Warrantholder will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Warrants or Units, as the case may be, provided that the aggregate Entitlements in respect of the same Warrantholder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine acting in good faith and in a commercially reasonable manner. Therefore, fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and no cash adjustment will be made in respect thereof.

Following exercise of a Share Linked Warrant which is a Physical Delivery Warrant, all dividends on the relevant Shares to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares executed on the relevant Actual Exercise Date and to be delivered in the same manner as such relevant Shares. Any such dividends to be paid to a Warrantholder will be paid to the account specified by the Warrantholder in the relevant Exercise Notice as referred to in Condition 5.

## (ii) Physical Settlement Disruption

If, following the exercise of Physical Delivery Warrants, in the opinion of the Calculation Agent, delivery of the Entitlement in such commercially reasonable manner as the Calculation Agent has determined is not practicable by reason of a Settlement Disruption Event (as defined below) having occurred and continuing on any Settlement Date, then such Settlement Date for such Warrants shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that the Calculation Agent may require in good faith and in a commercially reasonable manner that the Issuer will satisfy its obligations in respect of the relevant Warrant or Unit, as the case may be, by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Settlement Date shall be such day as the Calculation Agent deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the Relevant Assets comprising the Entitlement, the Settlement Date for the Relevant Assets not affected by the Settlement Disruption Event will be the originally designated Settlement Date. In the event that a Settlement Disruption Event will result in the delivery on a Settlement Date of some but not all of the Relevant Assets comprising the Entitlement, the Calculation Agent shall determine, acting in good faith and in a commercially reasonable manner, the appropriate *pro rata* portion of the Exercise Price to be paid by the relevant Warrantholder in respect of that partial settlement. For so long as delivery of the Entitlement is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof, the Calculation Agent may elect in good faith and in a commercially reasonable manner that the Issuer will satisfy its obligations in respect of the relevant Warrant or Unit, as the case may be, by payment to the relevant Warrantholder of the Disruption Cash Settlement Price (as defined below) on the fifth Business Day following the date that notice of such election is given to the Warrantholders in accordance with Condition 17. Payment of the Disruption Cash Settlement Price will be made in such manner as shall be notified to the Warrantholder in accordance with Condition 17. The Calculation Agent shall give notice as soon as practicable to the Warrantholder in accordance with Condition 17 that a Settlement Disruption Event has occurred. No Warrantholder shall be entitled to any payment in respect of the relevant Warrant or Unit, as the case may be, in the event of any delay in the delivery of the Entitlement due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer or the Guarantor (if any).

For the purposes hereof:

**"Disruption Cash Settlement Price"** in respect of any relevant Warrant or Unit, as the case may be, shall be the fair market value of such Warrant or Unit, as the case may be (disregarding, where the Settlement Disruption Event affected some but not all of the Relevant Assets comprising the Entitlement and such non-affected Relevant Assets have been duly delivered as provided above, the value of such Relevant Assets), less the cost to the Swap Counterparty and/or its Affiliates of unwinding the Swap Agreement and any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, plus, if applicable and if already paid, the Exercise Price (or, where as provided above some Relevant Assets have been delivered, and a *pro rata* portion thereof has been paid, such *pro rata* portion);

**"Settlement Business Day"** in respect of each Warrant, has the meaning specified in the applicable Final Terms relating to such Warrant; and

**"Settlement Disruption Event"** means, in the opinion of the Calculation Agent, an event beyond the control of the Issuer or the Guarantor, as the case may be, as a result of which the Issuer or the Guarantor, as the case may be, cannot make delivery of the Relevant Asset(s) using the method specified in the applicable Final Terms.



(e) *Variation of Settlement*

- (i) If the applicable Final Terms indicate that the Issuer has an option to vary settlement in respect of the Warrants, upon a valid exercise of Warrants in accordance with these Terms and Conditions, the Issuer may (if it has received a notification from the Swap Counterparty that the Swap Counterparty intends to vary settlement under the related Swap Agreement or the Calculation Agent determines that the Issuer should so vary settlement) in respect of each such Warrant or, if Units are specified in the applicable Final Terms, each Unit, elect not to pay the relevant Warrantholders the Cash Settlement Amount or to deliver or procure delivery of the Entitlement to the relevant Warrantholders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Cash Settlement Amount on the Settlement Date to the relevant Warrantholders, as the case may be. Notification of such election will be given to Warrantholders in accordance with Condition 17.
- (ii) If specified in the applicable Final Terms, following a valid exercise of Warrants in accordance with these Conditions, the Issuer shall (if it has received a notification from the Swap Counterparty that the Swap Counterparty intends to vary settlement under the related Swap Agreement or the Calculation Agent determines that the Issuer should so vary settlement), in respect of each such Warrant or, if Units are specified in the applicable Final Terms, each Unit, in lieu of delivering or procuring the delivery of the Entitlement to the relevant Warrantholders, make payment of the Cash Settlement Amount on the Settlement Date to the relevant Warrantholders.

(f) *Issuer's Option to Substitute Assets or to pay the Alternate Cash Amount*

Unless Issuer's Option to Substitute is specified as not applicable in the applicable Final Terms, following a valid exercise of Warrants in accordance with these Conditions, the Issuer shall, in good faith and in a commercially reasonable manner in respect of such Warrants, if the Calculation Agent determines (in good faith and in a commercially reasonable manner) that the Relevant Asset or Relevant Assets, as the case may be, comprise(s) shares which are not freely tradeable, elect either (i) to substitute for the Relevant Asset or the Relevant Assets, as the case may be, an equivalent value (as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner) of such other shares which the Calculation Agent determines, in good faith and in a commercially reasonable manner, are freely tradeable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be) or (ii) not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, as the case may be, to the relevant Warrantholders, but in lieu thereof to make payment to the relevant Warrantholders on the Delivery Date of an amount equal to the fair market value of the Entitlement on the Valuation Date as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner by reference to such sources as it considers appropriate (the "**Alternate Cash Amount**"). Notification of any such election will be given to Warrantholders in accordance with Condition 17.

For purposes hereof, a "**freely tradeable**" share shall mean (i) with respect to the United States, a share which is registered under the Securities Act or not restricted under the Securities Act and which is not purchased from the issuer of such share and not purchased from an affiliate of the issuer of such share or which otherwise meets the requirements of a freely tradeable share for purposes of the Securities Act, in each case, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner or (ii) with respect to any other jurisdiction, a share not subject to any legal restrictions on transfer in such jurisdiction.

(g) *FX Settlement Disruption Event*

If the Settlement Currency specified in the applicable Final Terms is a Relevant Currency, FX Settlement Disruption will apply, and:

- (A) if, on the second Business Day prior to the Disrupted Payment Date, the Calculation Agent (in good faith and in a commercially reasonable manner) determines that a FX Settlement Disruption Event has occurred and is subsisting, the Issuer shall give notice (a "**FX Settlement Disruption Notice**") to the Warrantholders in accordance

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with Condition 17 (*Notices*) as soon as reasonably practicable thereafter and, in any event, prior to the relevant Disrupted Payment Date;

- (B) following the occurrence of a FX Settlement Disruption Event:
- (1) the date for payment of the relevant Disrupted Amount will be postponed to (i) the second Business Day following the date on which the Calculation Agent determines that a FX Settlement Disruption Event is no longer subsisting or if earlier (ii) the date falling thirty calendar days following the scheduled due date for payment of the relevant Disrupted Amount (the "**FX Settlement Disruption Cut-off Date**") which, for the avoidance of doubt, may be later than the scheduled Settlement Date; and
  - (2) (i) in the case of (A)(i) above, the Issuer will pay the relevant Disrupted Amount, less FX Settlement Disruption Expenses (if any), in the Settlement Currency specified in the applicable Final Terms or, (ii) in the case of (A)(ii) above, in lieu of paying the relevant Disrupted Amount in the relevant Settlement Currency, the Issuer will, subject to sub-paragraph (C) below, convert the relevant Disrupted Amount into the FX Settlement Disruption Currency (using the FX Settlement Disruption Exchange Rate for the relevant Disrupted Payment Date) and will pay the relevant Disrupted Amount, less FX Settlement Disruption Expenses (if any), in the FX Settlement Disruption Currency on the FX Settlement Disruption Cut-off Date;
- (C) if sub-paragraph B(ii) applies, the Calculation Agent will determine the FX Settlement Disruption Exchange Rate in good faith and in a commercially reasonable manner in accordance with the following procedures:
- (1) the FX Settlement Disruption Exchange Rate shall be 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 Settlement Currency/FX Settlement Disruption Currency exchange rates provided by two or more leading dealers on a foreign exchange market (as selected by the Calculation Agent) on such day; or
  - (2) if fewer than two leading dealers provide the Calculation Agent with bid and offer Settlement Currency/FX Settlement Disruption Currency exchange rates on such day, the Calculation Agent shall determine the FX Settlement Disruption Exchange Rate acting in good faith and in a commercially reasonable manner;
- (D) for the avoidance of doubt, no Interest Period will be adjusted as a result of the postponement of any interest payment pursuant to this Condition 4(g), and no additional interest will be paid in respect of any postponement of the date for payment;
- (E) for the avoidance of doubt, nothing contained in this Condition 4(g) shall prevent the Issuer from determining that an Additional Disruption Event and/or Optional Additional Disruption Event has occurred, in which case, the provisions of Condition 8(e) shall prevail in the event of any conflict between this Condition 4(g) and Condition 8(e).
- (F) For these purposes:
- "**Disrupted Amount**" means the relevant Interest Amount, Final Settlement Amount or such other amount payable (if any);
- "**Disrupted Payment Date**" means the due date for payment of the relevant Interest Amount, Final Settlement Amount or such other amount payable (if any);

**"FX Settlement Disruption Currency"** means US dollars ("**USD**");

**"FX Settlement Disruption Event"** means the occurrence of an event which makes it unlawful, impossible or otherwise impracticable to pay any Disrupted Amount in the Settlement Currency on the scheduled due date for payment;

**"FX Settlement Disruption Exchange Rate"** means the rate of exchange between the Settlement Currency (as specified in the applicable Final Terms) and the FX Settlement Disruption Currency, determined by the Calculation Agent in accordance with the provisions of sub-paragraph (C) above;

**"FX Settlement Disruption Expenses"** means the sum of (i) the cost to the Issuer and/or its Affiliates of unwinding any hedging arrangements related to the Securities and (ii) any transaction, settlement or other costs and expenses arising directly out of the occurrence of a FX Settlement Disruption Event or the related payment of the Disrupted Amount, all as determined by the Calculation Agent in good faith and in a commercially reasonable manner; and

**"Relevant Currency"** means each of Emirati Dirhams ("**AED**"), Argentinian Pesos ("**ARS**"), Australian Dollars ("**AUD**"), Bermudan Dollars ("**BMD**"), Bulgarian Leva ("**BGN**"), Bahraini Dinars ("**BHD**"), Botswana Pula ("**BWP**"), Brazilian Reals ("**BRL**"), Canadian Dollars ("**CAD**"), Swiss Francs ("**CHF**"), Chilean Pesos ("**CLP**"), Czech Koruna ("**CZK**"), Danish Kroner ("**DKK**"), Euro ("**EUR**"), Great British Pounds ("**GBP**"), Ghanaian Cedis ("**GHS**"), Hong Kong Dollars ("**HKD**"), Hungarian Forints ("**HUF**"), Indonesian Rupiah ("**IDR**"), Israeli Shekels ("**ILS**"), Icelandic Krónur ("**ISK**"), Jordanian Dinars ("**JOD**"), Japanese Yen ("**JPY**"), Kenyan Shillings ("**KES**"), Kuwaiti Dinars ("**KWD**"), Kazakhstani Tenges ("**KZT**"), Lebanese Pounds ("**LBP**"), Moroccan Dirhams ("**MAD**"), Mauritian Rupees ("**MUR**"), Mexican Pesos ("**MXN**"), Malaysian Ringgits ("**MYR**"), Namibian Dollars ("**NAD**"), Nigerian Naira ("**NGN**"), Norwegian Kroner ("**NOK**"), New Zealand Dollars ("**NZD**"), Omani Riyals ("**OMR**"), Peruvian Nuevos Soles ("**PEN**"), Philippine Pesos ("**PHP**"), Polish Zloty ("**PLN**"), Qatari Riyals ("**QAR**"), Romanian Lei ("**RON**"), Russian Roubles ("**RUB**"), Saudi Riyals ("**SAR**"), Swedish Kronor ("**SEK**"), Singapore Dollars ("**SGD**"), Thai Baht ("**THB**"), Tunisian Dinars ("**TND**"), Turkish Lira ("**TRY**"), United States Dollars ("**USD**") and South African Rand ("**ZAR**").

(h) *General*

In relation to any Cash Settled 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 Cash Settled Warrants which are automatically exercised in accordance with the above provisions.

None of the Issuer, the Guarantor (if applicable), the Calculation Agent, the Trustee, the Swap Counterparty and any Warrant and Certificate Agent shall have any responsibility for any errors or omissions in the calculation of any Cash Settlement Amount or of any Entitlement.

The purchase of Warrants does not confer on any Warrantholder of such Warrants any rights (whether in respect of voting, distributions or otherwise) attaching to any Relevant Asset.

**5. Exercise Procedure**

(a) *Exercise Notice in respect of Clearing System Warrants*

Subject as provided in Condition 5(g), Warrants represented by a Clearing 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 Warrant and Certificate Agents during normal office hours) to the relevant Clearing System, with a copy to the Principal Warrant and Certificate Agent in accordance with the provisions set out in Condition 4 and this Condition.

- (i) In the case of Cash Settled Warrants, the Exercise Notice shall:
  - (A) 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;
  - (B) specify the number of the Warrantholder's securities account at the relevant Clearing System to be debited with the Warrants;
  - (C) irrevocably instruct the relevant Clearing System to debit on or before the Settlement Date the Warrantholder's securities account with the Warrants being exercised;
  - (D) specify the number of the Warrantholder'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;
  - (E) include an undertaking to pay all Exercise Expenses, and an authority to the relevant Clearing System to deduct an amount in respect thereof from any Cash Settlement Amount due to such Warrantholder and/or to debit a specified account at the relevant Clearing System;
  - (F) certify, in the case of Warrants represented by a 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, 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 indicated and set out in the applicable Final Terms; and
  - (G) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

- (ii) In the case of Physical Delivery Warrants, the Exercise Notice shall:
  - (A) 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;
  - (B) specify the number of the Warrantholder's securities account at the relevant Clearing System to be debited with the Warrants being exercised;
  - (C) irrevocably instruct Clearstream, Luxembourg or Euroclear and/or any other relevant Clearing System to debit on or before the Settlement Date the Warrantholder's securities account with the Warrants being exercised or Units, as the case may be, being exercised;
  - (D) irrevocably instruct the relevant Clearing System to debit on the Actual Exercise Date a specified account with such Clearing System with the aggregate Exercise

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Prices in respect of such Warrants or Units, as the case may be (together with any other amounts payable);

- (E) include an undertaking to pay all Exercise Expenses and in the case of Warrants represented by a Global Warrant held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, an authority to the relevant Clearing System to debit a specified account at the relevant Clearing System and to pay such Exercise Expenses;
- (F) include such details as may be required by the relevant Clearing System and/or the Principal Warrant and Certificate Agent for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the name and the number of the Warrantholder's account with the relevant Clearing System to be credited with any cash payable by the Issuer, either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or as a result of the Issuer (following a notification to such effect from the Calculation Agent) electing to pay the Alternate Cash Amount;
- (G) in the case of Currency Linked Warrants only, specify the number of the Warrantholder's account at the relevant Clearing System to be credited with the amount due upon exercise of the Warrants or Units, as the case may be;
- (H) certify, in the case of Warrants represented by a 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, 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 may reasonably be required by the Principal Warrant and Certificate Agent; and
- (I) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

- (iii) If Condition 4(e)(ii) applies, the form of Exercise Notice required to be delivered will be different from that set out above. Copies of such Exercise Notice may be obtained from the relevant Clearing System or, as the case may be, the Warrant and Certificate Agents during normal office hours.

If Condition 4(e)(ii) applies, unless the applicable Final Terms specifies otherwise, Warrantholders will be required to deliver an Exercise Notice specifying appropriate information relating to the settlement of Cash Settled Warrants.

### (b) *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 Warrant and Certificate Agent in accordance with the provisions set out in Condition 4 and this Condition.

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- (i) In the case of Cash Settled Warrants, the Exercise Notice shall:
- (A) 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;
  - (B) irrevocably instruct the Registrar to remove from the Register on or before the Settlement Date the Warrants being exercised;
  - (C) 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;
  - (D) 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 ("**Exercise Expenses**") and an authority to the Registrar to deduct an amount in respect thereof from any Cash Settlement Amount due to such Warrantholder;
  - (E) certify 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, 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 may reasonably be required by the Principal Warrant and Certificate Agent; and
  - (F) authorise the production of such certification in any applicable administrative or legal proceedings,
- all as provided in the Agency Agreement.
- (ii) In the case of Physical Delivery Warrants, the Exercise Notice shall:
- (A) 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;
  - (B) irrevocably instruct the Registrar to remove from the Register on or before the Settlement Date the Warrants being exercised;
  - (C) include an undertaking to pay to the Issuer the aggregate Exercise Prices in respect of such Warrants or Units, as the case may be (together with any other amounts payable);
  - (D) include an undertaking to pay all Exercise Expenses;
  - (E) include such details as may be required by the relevant Clearing System and/or the Principal Warrant and Certificate Agent for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the account to be credited with any cash payable by the Issuer, either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer (following a notification to such effect from the Calculation Agent) electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or as a result

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of the Issuer (following a notification to such effect from the Calculation Agent) electing to pay the Alternate Cash Amount;

- (F) in the case of Currency Linked Warrants only, specify the details of the account to be credited with the amount due upon exercise of the Warrants;
- (G) certify 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, 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 may reasonably be required by the Principal Warrant and Certificate Agent; and
- (H) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

- (iii) If Condition 4(e)(ii) applies, the form of Exercise Notice required to be delivered will be different from that set out above. Copies of such Exercise Notice may be obtained from the Registrar.

### (c) *Verification of the Warrantholder*

In the case of Clearing System Warrants, 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 Warrant and Certificate 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 or, as the case may be, the details for the delivery of the Entitlement of each Warrant or Unit, as the case may be, being exercised. Upon receipt of such confirmation, the Principal Warrant and Certificate Agent will inform the Issuer, Calculation Agent and Swap Counterparty thereof. The relevant Clearing System will on or before the Settlement Date debit the securities account of the relevant Warrantholder with the Warrants being exercised. If the Warrants are American Style Warrants, upon exercise of less than all the Warrants constituted by the Global Warrant, the Common Depositary will, on the instructions of, and on behalf of the Principal Warrant and Certificate Agent, note such exercise on the Schedule to such 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 Warrantholder according to the Register. Subject thereto, the Registrar shall confirm to the Issuer the Series number and the number of Warrants being exercised and the account details, if applicable, for the payment of the Cash Settlement Amount or, as the case may be, the details for delivery of the Entitlement 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.

### (d) *Settlement*

#### (i) Cash Settled Warrants

If the Warrants are Cash Settled Warrants, 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 Warrantholder's account specified in the relevant Exercise Notice for value on the Settlement Date less any Exercise Expenses.

(ii) *Physical Delivery Warrants*

Subject to payment of the aggregate Exercise Prices and payment of any Exercise Expenses with regard to the relevant Warrants or Units, as the case may be, the Issuer shall on the Settlement Date deliver, or procure the delivery of, the Entitlement for each duly exercised Warrant or Unit, as the case may be, pursuant to the details specified in the Exercise Notice. Subject as provided in Condition 4(d), the Entitlement shall be delivered and evidenced in such manner as set out in the applicable Final Terms.

(e) *Determinations*

Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by (i) in the case of Clearing System Warrants, the relevant Clearing System or (ii) in the case of Registered Warrants, the Registrar, in each case, in consultation with the Principal Warrant and Certificate Agent and shall be conclusive and binding on the Issuer, the Guarantor, if any, the Warrant and Certificate Agents and the relevant Warrantholder. 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 Warrant and Certificate Agent or the Issuer, as the case may be immediately after being delivered or sent to the relevant Clearing System, or the Registrar as provided in Condition 5(b) above, as the case may be, shall be null and void. In the absence of negligence or wilful misconduct on its part, none of the Issuer or, the Guarantor, if any, 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 Warrantholder.

If such Exercise Notice is subsequently corrected to the satisfaction of the relevant Clearing System or the Registrar, as the case may be, in consultation with the Principal Warrant and Certificate Agent, it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to the relevant Clearing System or the Registrar, as the case may be, and the Principal Warrant and Certificate Agent or the Issuer, as the case may be.

If (A) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (B) the Warrants are Physical Delivery Warrants, any Warrant with respect to which the Exercise Notice has not been duly completed and delivered in the manner set out above before the Expiration Date specified in Condition 4(a), in the case of American Style Warrants, or Condition 4(b), in the case of European Style Warrants, shall become void.

The relevant Clearing System or the Registrar, as the case may be, shall use its best efforts promptly to notify the Warrantholder submitting an Exercise Notice if, in consultation with the Principal Warrant and Certificate 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 Warrant and Certificate 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 Warrantholder.

(f) *Delivery of an Exercise Notice*

Delivery of an Exercise Notice shall constitute an irrevocable election by the relevant Warrantholder to exercise the Warrants specified. After the delivery of such Exercise Notice, such exercising Warrantholder may not transfer such Warrants.

(g) *Automatic Exercise*

(i) This Condition only applies if the Warrants are Cash Settled Warrants, Automatic Exercise is specified as applying in the applicable Final Terms and Warrants are automatically exercised as provided in Condition 4(a) or Condition 4(b).



- (ii) No Exercise Notice is required to be submitted or any other action required to be taken by any relevant Warrantholder 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 Warrantholder 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 Warrantholder 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, if applicable, the Guarantor shall have any responsibility for the crediting by the relevant Clearing System of any such amounts to any such accounts.
- (iii) 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 Registered Warrants, deliver in writing a duly completed Exercise Notice to the Registrar with a copy to the Principal Warrant and Certificate Agent, on any Business Day until not later than 10.00 a.m., Luxembourg time, on the Business Day immediately preceding the day (the "**Cut-off Date**") falling 180 days after (A) the Expiration Date, in the case of American Style Warrants or (B) the Actual Exercise Date, in the case of European Style Warrants. The Exercise Notice shall include the applicable information set out in the Exercise Notice referred to in Condition 5(a)(i), Condition 5(a)(ii), Condition 5(a)(iii), Condition 5(b)(i), Condition 5(b)(ii) or Condition 5(b)(iii), 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, or in the case of Registered Warrants, the Registrar, and a copy thereof delivered to the Principal Warrant and Certificate Agent is referred to in this Condition 5(g) as the "**Exercise Notice Delivery Date**", provided that, in the case of Registered Warrants, if the Exercise Notice is received by the Registrar or the copy thereof received by the Principal Warrant and Certificate Agent after 10.00 a.m., Luxembourg 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 Warrantholder 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 Warrantholder does not, where applicable, so deliver an Exercise Notice in accordance with this Condition 5(g) prior to, in the case of Registered Warrants, 10.00 a.m., Luxembourg 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 Warrantholder 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.

(h) *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 Warrant and Certificate 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 any, the Trustee or the Agents shall under any circumstances be liable for any acts or defaults of the relevant Clearing System in relation to the performance of its duties in relation to the Warrants.

(i) *Automatic Early Expiration*

- (i) If "Automatic Early Expiration" is specified as applicable in the applicable Final Terms, then unless previously exercised or cancelled, if on (i) any Automatic Early Expiration Valuation Date (the "**Relevant Automatic Early Expiration Valuation Date**") or (ii) in respect of an Automatic Early Expiration Valuation Period, as specified in the applicable Final Terms, an Automatic Early Expiration Event occurs, the Warrants will be automatically cancelled in whole, but not in part, on the relevant Automatic Early Expiration Date and the amount (if any) payable on the Automatic Early Expiration Settlement Date by the Issuer upon cancellation shall be equal to the relevant Automatic Early Expiration Payout Amount.

- (ii) Definitions relating to Automatic Early Expiration

**"AER Knock-out Event"** means the occurrence (such date of occurrence the AER Knock-out Date) of a Knock-out Event and/or a Knock-in Event as specified in the applicable Final Terms;

**"AER Rate"** means the rate specified as such or determined in the manner set out in the applicable Final Terms;

**"Automatic Early Expiration Date"** means the Relevant Automatic Early Expiration Valuation Date or if such date is not a Business Day, the next following Business Day, and no Warrantholder shall be entitled to any interest or further payment in respect of such delay;

**"Automatic Early Expiration Event"** means that (a) if SPS AER Valuation is specified as applicable, the SPS AER Value is; or (b) if SPS AER Valuation and AER Knock-out Event are specified as not applicable (x) in the case of a single Underlying Reference, the Underlying Reference Level or (y) in the case of a Basket of Underlying References, the Basket Price is in each case, (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Automatic Early Expiration Level as specified in the applicable Final Terms, or (c) if SPS AER Valuation is specified as not applicable and AER Knock-out is specified as applicable, an AER Knock-out occurs;

**"Automatic Early Expiration Level"** means the level, amount, number or percentage specified as such 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 Expiration Payout Amount"** means an amount equal to the Automatic Early Redemption Payout set out in the applicable Final Terms, provided that if the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on cancellation of the Warrant pursuant to this Condition and such Warrant shall expire worthless. If the Automatic Early Expiration Payout Amount is not an amount in the Settlement Currency, if specified in the applicable Final Terms it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms;

**"Automatic Early Expiration Settlement Date"** means the date specified as such in the applicable Final Terms;

**"Automatic Early Expiration Valuation Date"** means (i) the AER Knock-out Date or (ii) each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day (in the case of Index Linked Warrants (other than Custom Index Linked Warrants) Share Linked Warrants, Debt Linked Warrants or ETI Linked Warrants, a Custom Index Business Day (in the case of Custom Index linked Warrants), a Commodity Business Day in the case of Commodity Linked Warrants, Fund Business Day (in the case of Fund Linked Warrants), Business Day (in the case of other Warrants), as applicable, the next following Scheduled Trading Day, Custom Index Business Day, Commodity Business Day, Fund Business Day or Business Day as applicable, unless, in the case of Index Linked Warrants, Share Linked Warrants, Debt Linked Warrants, ETI Linked Warrants or Commodity Linked Warrants, in the opinion of the Calculation Agent, any such day is a Disrupted Day (in respect of Index Linked Warrants (other than Custom Index Linked

Warrants) Share Linked Warrants, Debt Linked Warrants or ETI Linked Warrants), a Custom Index Disruption Event is occurring on such day (in respect of Custom Index Linked Warrants) or a Market Disruption Event is occurring on such day (in respect of Commodity Linked Warrants). If any such day is a Disrupted Day, a day on which a Custom Index Disruption Event is occurring or (except in the case of Commodity Linked Warrants) a day on which a Market Disruption Event is occurring, as applicable, 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 Expiration Valuation Date" or (in the case of Commodity Linked Warrants) if any such day is a day on which a Market Disruption Event is occurring, then the provisions of "Pricing Date" shall apply *mutatis mutandis* as if references in such provision to "Pricing Date" were to "Automatic Early Expiration Valuation Date";

**"Automatic Early Expiration Valuation Period"** means the period specified as such in the applicable Final Terms;

**"Automatic Early Expiration Valuation Time"** means the time specified as such in the applicable Final Terms;

**"Basket of Underlying References"** means, for the purposes of this Condition 5(i), the Basket of Indices, Basket of Shares, Basket of Debt Securities, ETI Basket, Basket of Commodities or other basis of reference to which the value of the relevant Warrants may relate, as specified in the applicable Final Terms;

**"Basket Price"** means, in respect of any Automatic Early Expiration 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 Expiration Valuation Date and (b) the relevant Weighting;

**"Multiple Underlying Interest Rate Gearing"** means, in respect of an Underlying Interest Rate<sub>(i)</sub> specified in the applicable Final Terms as a Multiple Underlying Component Rate, the number specified as such in the applicable Final Terms;

**"Multiple Underlying Reference Rate"** means, in respect of an Underlying Interest Rate<sub>(i)</sub> specified in the applicable Final Terms as a Multiple Underlying Component Rate, the Underlying Reference Rate determined in respect of such Underlying Interest Rate;

**"Multiple Underlying Reference Rate Value"** means the value calculated in accordance with the following formula:

$$\sum_{i=1}^n \text{Multiple Underlying Interest Rate Gearing}_{(i)} \times \text{Multiple Underlying Reference Rate}_{(i)}$$

**"Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"SPR AER Value"** means the value specified from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Underlying Reference"** means, for the purposes of this Condition 5(i), each Index, Custom Index, Share, Debt Security, ETI Interest, Commodity, Commodity Index, Subject Currency, Fund or other basis of reference to which the relevant Warrants relate;

**"Underlying Reference Level"** means, in respect of any Automatic Early Expiration Valuation Date, (i) "official level", "official close", "last price", "bid price" or "asked price" of the Underlying Reference or the Italian Securities Reference Price, as specified in the applicable Final Terms published by the Observation Price Source or (ii) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms (a) in

the case of Share Linked Warrants and ETI Linked Warrants, the price of the relevant Underlying Reference, (b) in the case of Index Linked Warrants and Custom Index Linked Warrants, the level of the relevant Underlying Reference, (c) in the case of Commodity Linked Warrants, the Relevant Price, (d) in the case of Currency Linked Warrants, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), or (e) in the case of Debt Linked Warrants, the bid price of the relevant Underlying Reference as determined by the Calculation Agent by reference to the bid price for such Underlying Reference appearing on the Relevant Screen Page, in each case, as determined by the Calculation Agent as of the Automatic Early Expiration Valuation Time on such Automatic Early Expiration Valuation Date or, in the case of the "official close" level, at such time on such Automatic Early Expiration Valuation Date as the "official close" level is published by the Observation Price Source.

(j) *Settlement Date Postponement*

Where "Settlement Date Postponement" is specified as applicable the applicable Final Terms and the Settlement Date Postponement Event Condition is satisfied, the Settlement Date will be the day falling the number of Postponement Business Days after the Cash Settlement Payment Date.

For the purposes of this Condition 7(j):

**"Cash Settlement Payment Date"** means the day falling the number of Payment Delay Days after the final Valuation Date;

**"Postponement Business Days"** means the number of Business Days specified in the applicable Final Terms; and

**"Payment Delay Days"** means the number of Business Days specified in the applicable Final Terms.

**"Settlement Date Postponement Event Condition"** means due to the occurrence of an event leading to the occurrence of one or more Disrupted Days (in the case of Index Linked Warrants, Share Linked Warrants, Currency Linked Warrants or ETI Linked Warrants) or a Commodity Disrupted Day (in the case of Commodity Linked Warrants), the Cash Settlement Payment Date would not fall at least two Business Days before the scheduled Settlement Date;

(k) *Condition to Final Payout Premium*

Where "Condition to Final Payout Payment" is specified as applicable in the applicable Final Terms, the obligation of the Issuer to pay a Final Payout Premium as part of the Cash Settlement Amount will be subject to the receipt of an aggregate amount equal to the Final Payout Premium payable in respect of each Warrant outstanding on or prior to the Settlement Date from the Swap Counterparty under the Swap Agreement. In the event that the Swap Counterparty fails to pay an amount under the Swap Agreement or the Swap Agreement terminates for any reason other than as scheduled on its scheduled termination date or where the termination of the Swap Agreement has resulted from an Event of Default thereunder where the Issuer is the Defaulting Party, the Issuer will have no further obligation to pay an amount equal to the Final Payout Premium in respect of each Warrant (but without prejudice to the Issuer's obligations to pay an amount equal to the Scheduled Cash Settlement Amount less the relevant Final Payout Premium in respect of each Warrant) and no Event of Default will occur in respect of such non-payment save where the termination of the Swap Agreement has resulted from an Event of Default thereunder where the Issuer is the Defaulting Party.

For the purposes of this Condition 5(k):

**"Final Payout Premium"** means, in respect of a Warrant, a *pro rata* share of an amount equal to the amount by which the Scheduled Cash Settlement Amount is greater than the amount which the Issuer is scheduled to receive in respect of the Charged Assets other than the Swap Agreement on maturity or termination of such assets; and

**"Scheduled Cash Settlement Amount"** means an amount equal to the scheduled Cash Settlement Amount which would have been payable by the Issuer had the Swap Counterparty paid the amounts it was scheduled to pay under the Swap Agreement and/or the Swap Agreement had not terminated prior to the Settlement Date.

## 6. Minimum and Maximum Number of Warrants Exercisable

### (a) *American Style Warrants*

This Condition 6(a) applies only to American Style Warrants.

- (i) The number of Warrants exercisable by any Warrantholder on any Actual Exercise Date or, in the case of Automatic Exercise, the number of Warrants held by any Warrantholder on any Actual Exercise Date, in each case as determined by the Calculation Agent, 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.
- (ii) If the Calculation Agent determines that the number of Warrants being exercised on any Actual Exercise Date by any Warrantholder or a group of Warrantholders (whether or not acting in concert) exceeds the Maximum Exercise Number (a number equal to the Maximum Exercise Number being the "**Quota**"), the Calculation Agent may deem the Actual Exercise Date for the first Quota of such Warrants, selected by the Calculation Agent, acting in good faith and in a commercially reasonable manner, 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 is exercised on the same day by holder(s) of Warrants, the order of settlement in respect of such Warrants shall be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

### (b) *European Style Warrants*

This Condition 6(b) applies only to European Style Warrants.

The number of Warrants exercisable by any Warrantholder on the Exercise Date, as determined by the Calculation Agent, 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.

## 7. Force Majeure

If the Calculation Agent determines that by reason of force majeure or act of state occurring after the Trade Date it becomes impossible or impracticable for the Issuer to perform in whole or in part its obligations under the Warrants and/or any related hedging arrangements, the Issuer may cancel the Warrants by giving notice to Warrantholders in accordance with Condition 17 (*Notices*) provided that if such an event would constitute both a force majeure under this Condition 7 and a Force Majeure Event as defined in Condition 8(o) (if specified as an applicable Optional Additional Disruption Event in the applicable Final Terms), it shall be deemed to be a Force Majeure Event.

If the Issuer cancels the Warrants then the Issuer will, if and to the extent possible or practicable, pay an amount (if any) to each Warrantholder in respect of each Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, held by such Warrantholder, which amount shall be the equal to the Early Termination Amount determined in accordance with Condition

8(e). For the purposes of determining the Early Termination Amount in accordance with Condition 8(e), it shall be deemed that an Annex Early Redemption Event has occurred.

Any payment will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 (*Notices*).

## 8. Purchases and Cancellation

### (a) *Purchases*

If the Issuer has satisfied the Trustee that it has made arrangements for the realisation of no more than the equivalent proportion of the Compartment Assets, for the repayment of no more than the equivalent proportion of any amount deposited under any Deposit Agreement, for the termination of no more than the equivalent proportion of any Swap Agreement and for the cancellation of the Warrants, which transaction will leave the Issuer with no net liabilities in respect thereof, the Issuer may at any time purchase Warrants at any price in the open market or otherwise, in accordance with applicable laws and regulations. The Trustee will accept as evidence of the satisfaction of the criteria to such purchase a certificate (which it may rely on without further enquiry) of the Issuer confirming such arrangements and confirming that the remaining Charged Assets are sufficient to secure the Issuer's remaining obligations in respect of the remaining Warrants. If required by any applicable law or regulation, Warrants purchased by or on behalf of the Issuer will be surrendered for cancellation (within one Business Day of such purchase), in the case of Registered Warrants, by surrendering the certificate representing such Warrants to the Registrar.

In such circumstances:

- (i) the Issuer and the Secured Parties will be deemed to have consented to the release of the security in respect of that proportion of the Charged Assets that corresponds to the proportion that the number of Warrants being purchased bears to the total number of Warrants and Related Warrants (if any) remaining unexercised immediately prior to such purchase;
- (ii) unless an Event of Default or an event or circumstance that could with the giving of notice, lapse of time, issue of a certificate and/or fulfilment of any other requirement provided for in Condition 11 (*Events of Default*) become an Event of Default (a "**Potential Event of Default**") has occurred and the Trustee has actual notice of such occurrence, such proportion of the Charged Assets shall be deemed to have been released from the security created under the Trust Deed.

### (b) *Cancellation*

All Warrants which are purchased by the Issuer will forthwith be cancelled and may not be reissued or resold. Upon such cancellation, in the case of Warrants which are admitted to trading on the regulated market of the Luxembourg Stock Exchange and listed on the Official List of the Luxembourg Stock Exchange, the Issuer will forthwith inform the Luxembourg Stock Exchange of such cancellation. All Warrants so cancelled and any Warrants purchased and cancelled pursuant to paragraph (a) above shall be forwarded to the Principal Warrant and Certificate Agent or, in the case of Registered Warrants, the Registrar, and cannot be reissued or resold.

### (c) *Early Termination Events*

The applicable Final Terms may specify that any of the following events set out in this paragraph applies. If any does so apply then in each case, in the event that the Calculation Agent notifies the Issuer and (if applicable) the Guarantor in writing (with a copy to the Trustee, on which notification the Trustee shall rely without further investigation or enquiry) that it has determined that one or more (as applicable) of the following events (each, an "**Early Termination Event**") has occurred:

- (i) there is a payment default in respect of any of the Charged Assets (other than the relevant Swap Agreement) (an "**Asset Payment Default Event**"); or

- (ii) the issuer or primary obligor in respect of any of the Charged Assets (each, a "**Charged Assets Issuer**") or any guarantor (if applicable) of the Charged Assets Issuer's obligations in respect of any Charged Assets fails to perform or observe any of its obligations under the relevant Charged Assets and the failure continues after the expiration of any applicable grace period or the occurrence of any event (including, but not limited to, default, event of default or other similar condition or event (howsoever described)) that results in the Charged Assets becoming capable of being declared due and payable before they would otherwise have been due and payable (an "**Asset Default Event**"); or
- (iii) any of the Charged Assets is, for any reason, redeemed or otherwise terminated prior to its scheduled redemption or termination date (an "**Asset Redemption Event**"); or
- (iv) there is a payment default in respect of any of the Charged Assets (other than the relevant Swap Agreement) or the aggregate amount received by the Issuer in respect of the Charged Assets on the redemption date, expiration date or other date for final payment in respect of the Charged Assets is less than the aggregate of the Cash Settlement Amounts payable by the Issuer in respect of the Warrants (an "**Asset Payment Shortfall Event**"); or
- (v) on or after the Trade Date, (A) due to the adoption of any change in any applicable law or regulation (including, without limitation, any tax law) or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction), either (1) any amount is required to be deducted or withheld for or on account of any tax, levy, impost, duty, charge, assessment or fee of any nature imposed by any government or other taxing authority in respect of any payment to be received by the Issuer under one or more Charged Assets or (2) the Issuer becomes obliged to pay any amount for or on account of any tax, levy, impost, duty, charge, assessment or fee of any nature imposed by any government or other taxing authority in respect of (I) any payment received by the Issuer under one or more Charged Asset or (II) holding, acquiring or disposing of any Charged Asset (a "**Compartment Tax Event**"); or
- (vi) the early termination in full of any Swap Agreement (or any other agreement specified as a Related Agreement in the Final Terms) entered into in respect of the Warrants other than where the Issuer is the Defaulting Party (as defined in the relevant Swap Agreement) thereunder and the relevant event of default relates to the insolvency of the Issuer or under the Warrants or due to the purchase by the Issuer of all the outstanding Warrants of a Series (a "**Related Agreement Termination Event**"); or
- (vii) where an Annex to these Conditions is applicable, and in any event with respect to Condition 8(e)(B) below, the Calculation Agent notifies the Issuer that an event has occurred in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner determines it is not possible to make an adjustment in respect of such event and that the Warrants should be cancelled early as contemplated in either (A) such Annex or (B) Condition 8(e)(B), as the case may be (an "**Annex Early Termination Event**"); or
- (viii) on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any law or regulation in respect of tax, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing or financial authority) or the combined effect thereof if occurring more than once, the Issuer or the Calculation Agent determines in good faith and in a commercially reasonable manner that it has become illegal for (1) the Issuer to perform its obligations in respect of any Warrants or the Swap Counterparty to perform its obligations in respect of any Swap Agreement, (2) for the Issuer to hold, acquire or dispose of relevant hedge positions relating to any Warrants or for the Swap Counterparty to hold, acquire or dispose of relevant hedge positions relating to any Swap Agreement save where such an event in (A) or (B) would constitute an Additional Disruption Event or Optional Additional Disruption Event (in the case of Index

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Linked Warrants, Share Linked Warrants, Commodity Linked Warrants, Currency Linked Warrants, Fund Linked Warrants or ETI Linked Warrants) or an Extraordinary Fund Event (in the case of Fund Linked Warrants) or an Extraordinary ETI Event (in the case of ETI Linked Warrants) or the Warrants are Inflation Linked Warrants, or (3) for the Issuer to hold, acquire or dispose of any Compartment Assets (a "**Compartment Change in Law Event**"); or

(ix) the Calculation Agent deems that, on or after the Trade Date, any of the following has occurred in respect of the Reference Securities

(A) any event (by way of change to the actual terms and conditions applicable to the Reference Securities or by way of exchange of the Reference Securities with another asset) which would cause (1) a reduction in the amount of interest payable or the amount of scheduled interest accruals, (2) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates, (3) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest or (II) the payment of principal or premium, (4) a change in the ranking in priority of payment of any obligation of the issuer of the Reference Securities, causing the subordination of the Reference Securities to any other obligation or any change in the currency or composition of any payment of interest or principal under the Reference Securities; or

(B) any expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Securities or a cancellation, conversion or compulsory exchange of the Reference Securities; or

(C) any event analogous to the events specified in (A) or (B),

(a "**Reference Securities Restructuring Event**"); or

(x) (A) any event occurring as a result of action taken or announcement made by a governmental authority pursuant to, or by means of, a restructuring and resolution law or regulation or any other similar law or regulation, in any case, irrespective of whether such event is expressly provided for under the terms of the Reference Securities which would cause (1) a reduction in the amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination), (2) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates (including by way of redenomination), (3) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest or (II) the payment of principal or premium, (4) a change in the ranking in priority of payment of any obligation of the issuer of the Reference Securities, causing the subordination of the Reference Securities to any other obligation, or (5) any change in the currency or composition of any payment of interest or principal under the Reference Securities; or

(B) any expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Securities, or a mandatory cancellation, conversion or exchange; or

(C) any event which has an analogous effect to any of the events specified in (A) or (B),

(a "**Reference Securities Regulatory Event**"); or

(xi) an authorised officer of the issuer of the Charged Assets or any guarantor of the obligations of the issuer of the Charged Assets in respect of any Charged Assets or a governmental authority disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of the Charged Assets or declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to the Charged Assets (a "**Charged Assets Repudiation/Moratorium Event**"); or



- (xii) the issuer, or primary obligor, or guarantor in respect of any of the Charged Assets:
  - (A) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
  - (B) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
  - (C) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;
  - (D) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition: (1) 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 (2) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
  - (E) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
  - (F) 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;
  - (G) 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 dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
  - (H) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in subparagraphs (A) to (G) (inclusive) above,

(a "**Charged Assets Issuer Bankruptcy Event**"); or
- (xiii) the Calculation Agent determines the Issuer is unable (due to reasons outside its control) to purchase the Reference Securities on the applicable Initial Reference Security Purchase Date(s), and such inability continues for a period of three (3) Business Days (or such longer period as may be determined by the Calculation Agent) after the applicable Initial Reference Security Purchase Date (a "**Reference Securities Impossibility Event**"), where "**Initial Reference Security Purchase Date(s)**" means the date or dates specified as such in the applicable Final Terms; or
- (xiv) the Calculation Agent determines that (A) the Relevant Regulator has informed the Reference Security Issuer that the Reference Securities are, or are likely to be, an impediment to resolution of the Reference Security Issuer pursuant to the Resolution Rules, (B) the Reference Securities do not comply with the criteria applicable to eligible liabilities and are or are likely to be, excluded from the eligible liabilities available to meet the MREL/TLAC Requirements of the Reference Security Issuer according to the Relevant Rules as a consequence or (C) the Reference Securities are deemed to fall outside the category of obligations described in article L.613-30-3-I-5°(or, where Regulatory Ratio

Event – SNP is specified in the applicable Final Terms, article L.613-30-3-I-4°) of the French Code monétaire et financier (a "**Regulatory Ratio Event**"); or

- (xv) the Calculation Agent determines (or is notified by the Swap Counterparty) that one or more of the following events (each, a "**Compartment Regulatory Event**") has occurred:
  - (A) the adoption of, or any change in, any applicable law or regulation after the Trade Date, or promulgation of, or any change in, the interpretation by any Authority of any Relevant Regulatory Law, or any practice relating thereto after the Trade Date, which (1) has, or may have, a material adverse effect on the Issuer or the Swap Counterparty as a result of, or in connection with, the issuance of the Warrants or maintaining the Warrants in issue or in connection with the Charged Assets or (2) where Regulatory Increased Costs is specified as applicable in the applicable Final Terms, causes or may cause the Issuer or the Swap Counterparty to incur or suffer a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Warrants in issue, being party to a Related Agreement or in holding, acquiring or disposing of any Charged Assets;
  - (B) any Relevant Regulatory Law which, in each case, was either not in force as at the Trade Date or was in force at the Trade Date but the manner of its application was not known or unclear at the Trade Date is implemented, promulgated or otherwise made known, and such implementation, promulgation or application (1) has, or may have, a material adverse effect on the Issuer or the Swap Counterparty as a result of, or in connection with, the issuance of the Warrants or maintaining the Warrants in issue or in connection with the Charged Assets or (2) where Regulatory Increased Costs is specified as applicable in the applicable Final Terms, causes or may cause the Issuer or the Swap Counterparty to incur or suffer a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Warrants in issue, being party to a Related Agreement or in holding, acquiring or disposing of any Charged Assets;
  - (C) the Issuer or the Swap Counterparty is required to be regulated by any additional or alternative regulatory authority or in compliance with any additional laws which (1) has, or may have, a material adverse effect on the Issuer or the Swap Counterparty or as a result of, or in connection with, the issuance of the Notes or in connection with the Charged Assets or (2) where Regulatory Increased Costs is specified as applicable in the applicable Final Terms, causes or may cause the Issuer or the Swap Counterparty to incur or suffer a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Warrants in issue, being party to a Related Agreement or in holding, acquiring or disposing of any Charged Assets, whether or not caused by a change in the law, the promulgation of regulations thereunder, the interpretation of such laws and regulations by any relevant Authority, any practice related thereto or otherwise; and whether or not such laws, regulations or practice were known or unclear at the Trade Date;
  - (D) the Issuer is required to clear any derivatives transaction entered into connection with the Warrants with a central clearing counterparty;
  - (E) the Issuer or the Swap Counterparty would be an "AIFM" or an "AIF" for the purposes of AIFMD by virtue (wholly or partially) of its involvement with the Warrants or any Swap Agreement or SecurAsset S.A. is determined to be an "AIF" for the purposes of AIFMD;
  - (F) the Issuer or the Swap Counterparty is, as a result of, or in connection with, the issuance of the Warrants or in connection with the Charged Assets:

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- (1) where Regulatory Increased Costs is specified as applicable in the applicable Final Terms, subject to materially increased capital charges, however defined, above those capital charges (if any) that prevailed as at the Trade Date; and/or
- (2) required to provide collateral or any form of initial or variation margin to the other in addition to that (if any) contemplated on the Trade Date; and/or
- (G) any party to a Transaction Document is subject to any additional legal requirement or regulation considered by the Calculation Agent to be materially onerous to such party to the relevant Transaction Document(s),

the Issuer shall forthwith give not more than 30 nor less than 15 days' notice (which notice shall be irrevocable) to the Trustee and the Warrantholders pursuant to Condition 17 (*Notices*) prior to the specified date of cancellation (the "**Early Termination Date**") that it intends to cancel the Warrants in accordance with this Condition 8(c), and upon the expiry of such notice, the Issuer shall cancel all, but not some only, of the Warrants and the Warrantholders shall be entitled to an amount determined in accordance with the following provisions of this Condition (such amount the "**Early Termination Amount**") (provided that the Final Terms may specify more than one of Liquidation Proceeds, Liquidation Proceeds/Fair Market Value or Liquidation Proceeds/No Unwind Costs to apply in the applicable Final Terms in respect of different Early Redemption Events).

Where Swap Termination Without Cancellation is specified as applicable in the applicable Final Terms, the Swap Agreement shall be deemed not to be included in the term "Charged Assets" as used in Conditions 8(c)(i) to (iv) (inclusive) and the definition of Related Agreement Termination Event in Condition 8(c)(vi) shall not apply and shall be replaced by the following definition:

"(vi) the early termination of any Swap Agreement entered into in respect of the Warrants other than where (i) the Issuer is the Defaulting Party (as defined in the relevant Swap Agreement) and the relevant event of default relates to the insolvency of the Issuer, (ii) a Swap Default has occurred, or (iii) the Swap Agreement terminates due to the purchase by the Issuer of all the outstanding Warrants of a series (a "**Related Agreement Termination Event**");"

Where the Series of Warrants has been issued through a Multi-Series Compartment, the reference to "Swap Agreement" in Condition 8(c)(vi) shall be deemed to be a reference to the relevant Series Transaction(s) entered into in respect of such Series of Warrants.

"**Series Transaction**" means where a Swap Agreement has been entered into respect of the Warrants and one or more series of Related Warrants, the transaction under the relevant Swap Agreement relating to the relevant Series of Warrants.

As used in this Condition 8(c):

"**Authority**" means any nation, any political subdivision thereof, whether state or local, any international organization, and any agency, authority, instrumentality, judicial or administrative, regulatory body, law enforcement body, securities or futures exchange, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;

"**BNP Paribas Group**" means BNP Paribas together with its consolidated subsidiaries;

"**BRRD**" means Directive 2014/59/EU of the Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms as published in the Official Journal of the European Union on 12 June 2014, as amended from time to time (including by the Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 amending Directive 2014/59/EU as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC) or such other directive as may come in effect in the place thereof;

**"CRD IV Rules"** means any or any combination of the CRD IV, the CRR and any CRD IV Implementing Measures;

**"CRD IV"** means the Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as published in the Official Journal of the European Union on 27 June 2013, as amended from time to time (including by Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures) or such other directive as may come into effect in place thereof ;

**"CRD IV Implementing Measures"** means any regulatory capital rules implementing the CRD IV Directive or the CRR which may from time to time be introduced, including, but not limited to, delegated or implementing acts (regulatory technical standards) adopted by the European Commission, national laws and regulations, and regulations and guidelines issued by the Relevant Regulator, which are applicable to the Reference Security Issuer and which prescribe the requirements to be fulfilled by financial instruments for inclusion in the regulatory capital of the Reference Security Issuer;

**"CRR"** means the Regulation 2013/575 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, as published in the Official Journal of the European Union on 27 June 2013, as amended from time to time (including by Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) No 648/2012) or such other directive as may come into effect in place thereof;

**"MREL/TLAC Requirements"** means the minimum requirement for own funds and eligible liabilities and/or total loss-absorbing capacity requirements applicable to the Reference Security Issuer and/or the BNP Paribas Group referred to in the BRRD, any other EU law or regulation and relevant implementing legislation and regulation in France and/or any other legislation or regulation as may come in effect in the place of, or in addition to, any of the foregoing which relates to requirements for own funds and eligible liabilities and/or capacity to absorb losses;

**"Reference Security Issuer"** means the issuer(s) of the Reference Securities specified in the applicable Final Terms;

**"Relevant Regulator"** means the European Central Bank and any successor or replacement thereto, or other authority (including, but not limited to any resolution authority) having primary responsibility for the prudential oversight and supervision of the Reference Security Issuer or the application of the Relevant Rules to the Reference Security Issuer and the BNP Paribas Group;

**"Relevant Regulatory Law"** means:

- (a) the United States Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;
- (b) Regulation (EU) No 648/2012 of the European Parliament and the Council of 4 July 2012 on OTC Derivatives, Central Counterparties and Trade Repositories and any technical

guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto, as amended from time to time;

- (c) Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast) and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;
- (d) Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;
- (e) Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto ("**AIFMD**") and
- (f) the implementation or adoption of, or any change in, any applicable law, regulation, rule, guideline, standard or guidance after the Trade Date, and with applicable law, regulation, rule, guideline, standard or guidance for this purpose meaning any similar, related or analogous law, regulation, rule, guideline, standard or guidance to those in paragraphs (a) to (e) above or any law or regulation that imposes a financial transaction tax or other similar tax;

**"Relevant Rules"** means at any time the laws, regulations, requirements, guidelines and policies of the Relevant Regulator relating to capital adequacy applicable to the Reference Security Issuer from time to time including, for the avoidance of doubt, applicable rules contained in, or implementing the CRD IV Rules and/or the BRRD; and

**"Resolution Rules"** means the BRRD and any other EU law or regulation and relevant implementing legislation and regulations in France relating thereto.

Where the Final Terms specify that the Warrantholders are entitled to Liquidation Proceeds, the Issuer shall appoint an agent to sell or otherwise realise the Charged Assets (the "**Disposal Agent**") which shall be the Calculation Agent (or such other party as may be agreed by the Issuer and the Trustee provided that, for the avoidance of doubt, the Disposal Agent may not be the Issuer) and each Warrant shall be entitled to a *pro rata* share of the Liquidation Proceeds. "**Liquidation Proceeds**" shall be an amount, subject to a maximum equal to the Liquidation Proceeds Cap save where "Liquidation Proceeds Cap" is specified as not applicable in the applicable Final Terms, equal to the amounts received by or on behalf of the Issuer upon the sale or realisation of the Charged Assets (including, without limitation, any termination payment received by the Issuer under the relevant Swap Agreement which relates to the Warrants (and not, for the avoidance of doubt, any termination payment (or part thereof) which relates to any series of Related Warrants) or the proceeds of any sale of the Issuer's claim to such termination amount and/or, where applicable, the amount received by the Issuer in respect of the Charged Assets on the redemption date, expiration date or other date for final payment in respect of the Charged Assets) after the deduction of any fees (including, without limitation, any legal fees), costs, expenses and taxes incurred by any Disposal Agent (for itself and on behalf of the Issuer), in respect of the sale or realisation of the Charged Assets and the early termination of the Warrants, any due and unpaid fees, costs and expenses of the Trustee and the Agents and any amounts due to be paid to the Swap Counterparty under the Swap Agreement. Where the Liquidation Proceeds Cap is applicable, "**Liquidation Proceeds Cap**" means (A) in the case of cancellation of the Warrants as a result of an Early Termination Event, the Cash

Settlement Amount (calculated on the basis that any reference to the Exercise Date in relation to the determination thereof shall be deemed to be a reference to the Early Termination Date) that would have been payable (if Automatic Exercise were applicable to the Warrants and such Warrants were exercised in accordance with Automatic Exercise on the Early Termination Date) but for the occurrence of the Early Termination Event; or (B) following a Warrant Acceleration, the Cash Settlement Amount (calculated on the basis that any reference to the Exercise Date in relation to the determination thereof shall be deemed to be a reference to the date on which notice of Warrant Acceleration was given by the Trustee in accordance with Condition 11 (*Events of Default*) that would have been payable (if Automatic Exercise were applicable to the Warrants and such Warrants were exercised in accordance with Automatic Exercise on the date on which notice of Warrant Acceleration was given by the Trustee in accordance with Conditions 11 (*Events of Default*)) but for the occurrence of the Event of Default.

Where the Final Terms specify that the Warrantholders are entitled to Liquidation Proceeds/Fair Market Value, the Calculation Agent will determine the fair market value of a Warrant (taking into account the occurrence of the relevant Early Termination Event but otherwise equal to a *pro rata* share of the amounts payable to the Issuer in respect of the Charged Assets following their early termination or realisation on or prior to the Early Termination Date) which such amount will be the Early Termination Amount in respect of each Warrant unless such amount would be less than the *pro rata* share of the Liquidation Proceeds (subject to the Liquidation Proceeds Cap) realised by a Disposal Agent appointed by the Issuer in respect of a Warrant, in which case a *pro rata* share of the Liquidation Proceeds (subject to the Liquidation Proceeds Cap) will be the Early Termination Amount in respect of each Warrant.

Where the Final Terms specify that the Warrantholders are entitled to Liquidation Proceeds/No Unwind Costs as the Early Termination Amount, each Warrant shall be entitled to a *pro rata* share of the Unadjusted Liquidation Proceeds. "**Unadjusted Liquidation Proceeds**" shall be an amount, subject to a maximum equal to the Liquidation Proceeds Cap save where "Liquidation Proceeds Cap" is specified as not applicable in the applicable Final Terms, equal to the amounts received by or on behalf of the Issuer upon the sale or realisation of the Charged Assets (including, without limitation, any termination payment received by the Issuer under the relevant Swap Agreement and/or, where applicable, the amount received by the Issuer in respect of the Charged Assets on the redemption date, expiration date or other date for final payment in respect of the Charged Assets) after the deduction of any termination payment due to be paid to the Swap Counterparty under the Swap Agreement. Where the Liquidation Proceeds Cap is applicable, "**Liquidation Proceeds Cap**" means, the Cash Settlement Amount (calculated on the basis that any reference to the Exercise Date in relation to the determination thereof shall be deemed to be a reference to the Early Termination Date) that would have been payable (if Automatic Exercise were applicable to the Warrants and such Warrants were exercised in accordance with Automatic Exercise on the Early Termination Date) but for the occurrence of the Early Termination Event.

Notwithstanding the above, where Reference Securities Impossibility Event is specified as applicable in the applicable Final Terms and a Reference Securities Impossibility Event has occurred, each Warrant shall be entitled to an "**Early Termination Amount**" equal to the greater of (i) its Issue Price and (ii) its *pro rata* share of the Unadjusted Liquidation Proceeds calculated by the Calculation Agent, in accordance with the above paragraph, as if Liquidation Proceeds/No Unwind Costs were specified in the applicable Final Terms as the Early Termination Amount and the Liquidation Proceeds Cap was not applicable.

(d) *Termination at the Option of the Issuer*

If the Issuer is specified in the applicable Final Terms as having an option to terminate, the Issuer may, having given not less than 15 nor more than 30 days' notice, in accordance with Condition 17 (*Notices*), to the Warrantholders (with a copy to the Trustee) (which notice shall be irrevocable and shall specify the date fixed for redemption), cancel all or some only of the Warrants then unexercised on any Optional Termination Date(s) and at the Optional Termination Amount(s) each as specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Termination Date(s).

In the case of a partial termination of Warrants, the Warrants to be terminated will be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg in the case of Warrants represented by a global Warrant held on behalf of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and/or Clearstream, Luxembourg as a pool factor) and in accordance with the rules of the relevant securities depository (in the case of Registered Warrants), in each case not more than 30 days prior to the date fixed for termination (the "**Selection Date**").

(e) *Additional Disruption Events and Optional Additional Disruption Events*

(A) **Definitions**

**"Additional Disruption Event"** means each of Change in Law and Hedging Disruption (unless specified to be not applicable in the applicable Final Terms);

**"Administrator/Benchmark Event"** means the Calculation Agent determines that:

- (a) a Benchmark Modification or Cessation Event has occurred or will occur;
- (b) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of a relevant Benchmark or the administrator or sponsor of a relevant Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the Issuer, the Principal Warrant and Certificate Agent, the Calculation Agent or any other entity is not, or will not be, permitted under any applicable law or regulation to use the relevant Benchmark to perform its or their respective obligations under the Warrants; or
- (c) it is not commercially reasonable to continue the use of a relevant Benchmark in connection with the Warrants from the perspective of the Issuer, the Principal Warrant and Certificate Agent or the Calculation Agent or the Issuer or the Calculation Agent suffers or will suffer an increased cost, in each case, as a result of any applicable licensing restrictions or changes in the cost of obtaining or maintaining any relevant licence (including, without limitation, where the Issuer, the Calculation Agent, the Principal Warrant and Certificate Agent, or any other entity is required to hold a valid licence in order to issue or perform its obligations in respect of the Warrants and for any reason such licence is either not obtained, not renewed or is revoked or there is a material change in the cost of obtaining or renewing such licence);

**"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.

**"Benchmark"** means any figure, value, level or rate which is a benchmark as defined in BMR where any amount payable or deliverable under the Warrants, or the value of the Warrants, is determined, in whole or in part, by reference to such figure, value, level or rate, all as determined by the Calculation Agent;

**"Benchmark Modification or Cessation Event"** means, in respect of the Benchmark any of the following has occurred or will occur:

- (a) any material change in such Benchmark; or
- (b) the permanent or indefinite cancellation or cessation in the provision of such Benchmark;

**"BMR"** means the EU Benchmarks Regulation (Regulation (EU) 2016/1011), as amended;

**"Cancellation Event"** means that in the determination of the Calculation Agent all or some of the Debt Securities are redeemed prior to their stated maturity date for any reason, and as a result thereof it is impossible, impracticable or unduly onerous for (i) the Issuer to hedge the Issuer's obligations in respect of the Warrants and/or (ii) the Swap Counterparty or its Affiliates to hedge the Swap Counterparty's obligations in respect of the Swap Agreement;

**"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, any law or regulation in respect of tax, 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 Calculation Agent determines acting in good faith and in a commercially reasonable manner that:

- (a) it has become illegal for the Issuer, the Swap Counterparty and/or any of their Affiliates to hold, acquire or dispose of any relevant hedge position relating to an Index (in the case of Index Linked Warrants), any relevant hedge position relating to a Share (in the case of Share Linked Warrants), any relevant hedge position relating to a Debt Security (in the case of Debt Linked Warrants), any relevant hedge position relating to an ETI Interest (in the case of ETI Linked Warrants), any relevant hedge position relating to a Commodity or Commodity Index (in the case of Commodity Linked Warrants), any relevant hedge position relating to a Fund Share (in the case of Fund Linked Warrants) (other than where the Fund is a Euro Fund) or any relevant hedge position in respect of a Euro Fund (in the case of Fund Linked Warrants (where the Fund is a Euro Fund) or any other hedge position relating to the Warrants (each a **"Hedge"**); or
- (b) the Swap Counterparty or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in performing its obligations in respect of the Swap Agreement or, in holding, acquiring or disposing of any Hedge;

**"Currency Event"** means that, on or after the Trade Date, it has become impracticable, illegal or impossible for the Issuer or the Swap Counterparty or any of its Affiliates (a) to convert the relevant currency (**"Local Currency"**) in which the Index, the Shares or the Debt Securities or any options or futures contracts or other hedging arrangement in relation to the Index, the Shares or the Debt Securities (for the purposes of hedging the Issuer's obligations under the Warrants or the Swap Counterparty's obligations in respect of the Swap Agreement) 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 Securities or any options or futures contracts in relation to the Index, the Shares or the Debt Securities 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 Warrants;

**"Failure to Deliver due to Illiquidity"** means following the exercise of Physical Delivery Warrants, in the opinion of the Calculation Agent it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets (the **"Affected Relevant Assets"**) comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for the Relevant Assets;

**"Force Majeure Event"** means that, on or after the Trade Date, the performance of the Issuer's obligations under the Warrants is prevented or materially hindered or delayed due to:



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- (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 the Swap Counterparty, of all or substantially all of its assets in the Local Currency jurisdiction.
- (d) the bankruptcy of the hedging counterparty of the Swap Counterparty (or of an affiliate) in relation to the Warrants where it is impossible for the Swap Counterparty (or such affiliate) to find another hedging counterparty in relation to the Warrants;

**"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 Swap Counterparty and/or any of its Affiliates 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 Swap Counterparty performing its obligations with respect to the Swap Agreement, 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 Swap Agreement, as determined by the Calculation Agent;

**"Hedging Shares"** means the number of components comprised in an Index (in the case of Index Linked Warrants) or the number of Shares (in the case of Share Linked Warrants) that the Swap Counterparty 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 Swap Agreement;

**"Increased Cost of Hedging"** means that the Swap Counterparty 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 transaction(s) or asset(s) or any futures or options contract on any Commodity or, in the case of a Commodity Index, Index Component (in the case of Commodity Linked Warrants) or, in respect of any Index Linked Warrants relating to a Custom Index, any relevant hedge positions relating to an Index or, in respect of any Debt Linked Warrants, any relevant hedge positions relating to a Debt Security, it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest risk) of the Swap Counterparty performing its obligations under the Swap Agreement entered into with respect to the Warrants, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s) or any such futures or options contract(s) or, in respect of any Index Linked Warrants relating to a Custom Index, any relevant hedge positions relating to an Index or, in respect of any Debt Linked Warrants, any relevant hedge positions relating to a Debt Security, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Swap Counterparty and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging;

**"Increased Cost of Stock Borrow"** means that the Swap Counterparty and/or any of its Affiliates would incur a rate to borrow any component security comprised in an Index (in the case of Index Linked Warrants) or any Share (in the case of Share Linked Warrants) 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 Linked Warrants) or a Share (in the case of Share Linked Warrants), the initial stock loan rate specified in relation to such Share, security, component or commodity 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 the Swap Counterparty or any of its Affiliates to purchase, sell, hold or otherwise deal (or to continue to do so in the future) in the Index, the Shares or the Debt Securities or any options or futures contracts in relation to the Index, the Shares or the Debt Securities in order for the Issuer to perform its obligations under the Warrants or in respect of any relevant hedging arrangements in connection with the Warrants (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 or the Swap Counterparty and/or any of its Affiliates in order to hedge, either individually or on a portfolio basis, the Warrants) or the costs of so doing would (in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner) 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 Swap Counterparty and/or any of its Affiliates 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 Linked Warrants) or any Share (in the case of Share Linked Warrants) 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 Linked Warrants) or a Share (in the case of Share Linked Warrants), the Maximum Stock Loan Rate specified in the applicable Final Terms;

**"Optional Additional Disruption Event"** means any of Administrator/Benchmark Event, Cancellation Event, Currency Event, Failure to Deliver due to Illiquidity, Force Majeure Event, Increased Cost of Hedging, Increased Cost of Stock Borrow, Jurisdiction Event, Insolvency Filing, Loss of Stock Borrow and/or Stop-Loss Event, in each case if specified in the applicable Final Terms;

**"Protected Amount"** means the amount specified as such in the applicable Final Terms;

**"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; and

"**Trade Date**" has the meaning given to it in the applicable Final Terms.

- (B) If an Additional Disruption Event and/or an Optional Additional Disruption Event occurs (other than in respect of Failure to Deliver due to Illiquidity), the Calculation Agent may take the action described in (a) or, if applicable, (b), (c) or (d) below, as the case may be, provided that where the circumstances giving rise to such Additional Disruption Event and/or Optional Additional Disruption Event result in a determination, adjustment or calculation being made in respect of the relevant Swap Agreement, the Calculation Agent shall, to the extent applicable, make the corresponding determination, adjustment or calculation in respect of the Warrants:
- (a) determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement 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) on giving notice to Warrantholders in accordance with Condition 17 (*Notices*), require the Issuer to cancel all but not some only of the Warrants, each Warrant being settled by payment of an amount equal to the Early Termination Amount in accordance with Condition 8(c). Payments will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 (*Notices*); or
  - (c) in the case of Index Linked Warrants linked to a Custom Index, use commercially reasonable efforts to select a successor index with a substantially similar formula for and method of calculation as the Custom Index within twenty (20) Scheduled Custom Index Business Days of the occurrence of the relevant Additional Disruption Event or Optional Additional Disruption Event and, upon selection of such successor index (the "**Successor Index**"), the Calculation Agent shall promptly notify the Issuer and the Issuer will give notice to the Warrantholders in accordance with Condition 17 (*Notice*) and such index shall become the Successor Index and deemed to be a "Custom Index" for the purposes of the Warrants and the Calculation Agent will make such adjustment, if any, to one or more of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate to account for the substitution. Such substitution and any relevant adjustment to the Terms and Conditions and/or the applicable Final Terms will be deemed to be effective as of the date selected by the Calculation Agent acting in good faith and in a commercially reasonable manner which may, but need not be the date on which the relevant Additional Disruption Event or Optional Additional Disruption Event occurred; or
  - (d) in the case of Share Linked Warrants linked to a Basket of Shares, 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 relevant issuer of such shares a "Basket Company" for the purposes of the Warrants, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Warrants are Physical Delivery 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 acting in good faith and in a commercially reasonable manner determines appropriate, provided that in the event that any amount payable

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under the Warrants 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:

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

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**") acting in good faith and in a commercially reasonable manner 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 the Calculation Agent determines, acting in good faith and in a commercially reasonable manner:

- (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.

If a Failure to Deliver due to Illiquidity occurs:

- (X) subject as provided elsewhere in the Terms and Conditions of the Warrants, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated Expiration Date or the Exercise Date, as applicable, in accordance with Condition 4(d) (*Physical Settlement*); and
- (Y) in respect of any Affected Relevant Assets, in lieu of physical settlement and notwithstanding any other provision hereof, the Calculation Agent may, in good faith and in a commercially reasonable manner, require that the Issuer satisfies its obligations in respect of the relevant Warrants by payment to the relevant Warrantholders of the Failure to Deliver Settlement Price on the fifth Business Day following the date that notice of such election is given to the Warrantholders in accordance with Condition 17 (*Notices*). Payment of the Failure to Deliver Settlement Price will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 (*Notices*).

For the purposes hereof:

**"Failure to Deliver Settlement Price"** means, in respect of any relevant Warrant, the fair market value of such Warrant (taking into account the Relevant Assets comprising the Entitlement which have been duly delivered as provided above), less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Swap Counterparty and/or its Affiliates and/or the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner (or, where as provided above some Relevant Assets have been delivered, and a *pro rata* portion thereof has been paid, such *pro rata* portion).

- (C) Notwithstanding any other provision of these Conditions, in making its determination in the manner set out in Condition 8(e)(B) above, the Calculation Agent shall, to the extent applicable to the relevant Warrants, take into account any corresponding or similar determination or selection or any other adjustment or calculation made in respect of the relevant Swap Agreement in relation to such Additional Disruption Event or Optional Additional Disruption Event.
  - (D) 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 Warrantholders in accordance with Condition 17 (*Notices*) 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.
  - (E) In determining to take a particular action as a result of an Additional Disruption Event or Optional Additional Disruption Event, the Calculation Agent is under no duty to consider the interests of Warrantholders or any other person. In making any determination as to which action to take following the occurrence of an Additional Disruption Event or Optional Additional Disruption Event, none of the Calculation Agent, the Issuer or the Swap Counterparty shall be responsible for any loss (including liability in respect of interest), underperformance or opportunity cost suffered or incurred by Warrantholders or any other person in connection with the Warrants as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Warrant.
- (f) *Knock-in Event and Knock-out Event*
- (A) If "Knock-in Event" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant Warrants which is expressed in the applicable Final Terms to be subject to a Knock-in Event, shall be conditional upon the occurrence of such Knock-in Event.
  - (B) If "Knock-out Event" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant Warrants which is expressed in the applicable Final Terms to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.
  - (C) In respect of Index Linked Warrants, Share Linked Warrants, Debt Linked Warrants or ETI Linked Warrants, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day (a) in respect of Warrants other than Custom Index Linked Warrants or Debt Linked Warrants, at any time during the one hour period that begins or ends at the Valuation Time the Level triggers the Knock-in Level or the Knock-out Level, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, or (b) in respect of Custom Index Linked Warrants or Debt Linked Warrants, a Custom Index Disruption Event or Market Disruption Event, as applicable, is occurring, then (i) if "Disruption Consequences" are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Trading Disruption, Exchange Disruption, Early Closure, Custom Index Disruption Event or Market Disruption Event or (ii) if "Disruption Consequences" are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred; provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out

Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

- (D) In respect of Commodity Linked Warrants or Currency Linked Warrants, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Commodity Disrupted Day or a Disrupted Day, as applicable, then (i) if "Disruption Consequences" are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such day being a Commodity Disrupted Day or a Disrupted Day, as the case may be or (ii) if "Disruption Consequences" are specified as applicable in the applicable Final Terms, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.
- (E) In respect of Warrants other than Custom Index Linked Warrants or Debt Linked Warrants, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the Level triggers the Knock-in Level or the Knock-out Level, (a) in the case of Index Linked Warrants, Share Linked Warrants or ETI Linked Warrants, a Trading Disruption, Exchange Disruption or Early Closure, (b) in the case of Currency Linked Warrants, a Disruption Event or (c) in the case of Commodity Linked Warrants, a Market Disruption Event, in each case occurs or exists, then (i) if "Disruption Consequences" are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Trading Disruption, Exchange Disruption, Early Closure, Disruption Event or Market Disruption Event or (ii) if "Disruption Consequences" are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that, in the case of Warrants other than Commodity Linked Warrants or Currency Linked Warrants, if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.
- (F) In respect of Debt Linked Warrants, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the exchange on which the relevant Debt Security is traded or on any exchange on which options contracts or futures contracts with respect to such Debt Security are traded and if on any Knock-in Determination Day or Knock-out Determination Day and at any time at which the Level triggers the Knock-in Level or the Knock-out Level, a Market Disruption Event has occurred or is occurring, then (i) if "Disruption Consequences" are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Market Disruption Event or (ii) if "Disruption Consequences" are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.
- (g) *Definitions relating to Knock-in Event/Knock-out Event*

**"Knock-in Determination Day"** means (a) each date, (b) each Scheduled Trading Day in the Knock-in Determination Period, (c) each Scheduled Custom Index Business Day in the Knock-in Determination Period, (d) each Fund Business day in the Knock-in Determination Period, (e) each Business Day in the Knock-in Determination Period, or (f) each Commodity Business Day in the Knock-in Determination Period, as specified in the applicable Final Terms;

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date;

**"Knock-in Event"** means:

- (a) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if the Warrants are Currency Linked Warrants and FX Knock-in Valuation is specified as applicable in the applicable Final Terms:
  - (i) if FX Coupon Performance is specified as applicable in the applicable Final Terms, that the FX Coupon Performance is; or
  - (ii) if Performance Value is specified as applicable in the applicable Final Terms, that the Performance Value is, or
- (c) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms and, if the Warrants are Currency Linked Warrants, unless FX Knock-in Valuation is specified as applicable in the applicable Final Terms:
  - (i) in respect of a single Underlying Reference, that the Level is; or
  - (ii) in respect of a Basket of Underlying References, that the amount determined by the Calculation Agent equal to the sum of the values of each Underlying Reference as the product of (x) the Level of such Underlying Reference and (y) the relevant Weighting is,
    - (1) unless Knock-in Range Level or Knock-in Bottom Level/Knock-in Top Level is specified in the applicable Final Terms, "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-in Level (2) if Knock-in Range Level is specified in the applicable Final Terms "within" the Knock-in Range Level or (3) if Knock-in Bottom Level/Knock-in Top Level is specified in the applicable Final Terms, either "less than" or "less than or equal to" the Knock-in Bottom Level or "greater than" or "greater than or equal to" the Knock-in Top Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of a Knock-in Determination Period, as specified in all the applicable Final Terms;

**"Knock-in Level"** means the FX Knock-in Level or the price, level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Knock-in Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"Knock-in Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Linked Warrants (other than Custom Index Linked Warrants), Share Linked Warrants, ETI Linked Warrants, Debt Linked Warrants or Currency Linked Warrants), a Commodity Business Day (in the case of Commodity Linked Warrants), a Custom Index Business Day (in the case of Custom Index Linked Warrants), a Fund Business Day (in the case of Fund Linked Warrants (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Warrants), the next following Scheduled

Trading Day, Commodity Business Day, Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

**"Knock-in Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Linked Warrants (other than Custom Index Linked Warrants), Share Linked Warrants, ETI Linked Warrants, Debt Linked Warrants or Currency Linked Warrants), a Commodity Business Day (in the case of Commodity Linked Warrants), a Custom Index Business Day (in the case of Custom Index Linked Warrants), a Fund Business Day (in the case of Fund Linked Warrants (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Warrants), the next following Scheduled Trading Day, Commodity Business Day, Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

**"Knock-in Range Level"** means the range of Levels 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;

**"Knock-in Top Level"** means the level, amount, number or percentage (which must be a level, amount, number or percentage greater than the Knock-in Bottom Level) 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;

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time;

**"Knock-in Value"**, in respect of a Knock-in Determination Day or a Knock-in Determination Period, means the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Knock-out Bottom Level"** means the level, amount, number or percentage (which must be a level, amount, number or percentage less than the Knock-out Top Level) 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;

**"Knock-out Determination Day"** means (a) each date, (b) each Scheduled Trading Day in the Knock-out Determination Period, (c) each Scheduled Custom Index Business Day in the Knock-out Determination Period, or (d) each Business Day in the Knock-out Determination Period as specified in the applicable Final Terms or (e) each Commodity Business Day in the Knock-out Determination Period;

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date;

**"Knock-out Event"** means:

- (a) if SPS Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is, or
- (b) if the Warrants are Currency Linked Warrants and FX Knock-out Valuation is specified as applicable in the applicable Final Terms:
  - (i) if FX Coupon Performance is specified as applicable in the applicable Final Terms, that the FX Coupon Performance is; or
  - (ii) if Performance Value is specified as applicable in the applicable Final Terms, that the Performance Value is, or



- (c) if SPS Knock-out Valuation is specified as not applicable in the applicable Final Terms and, if the Warrants are Currency Linked Warrants, unless FX Knock-out Valuation is specified as applicable in the applicable Final Terms:
  - (i) in respect of a single Underlying Reference, that the Level is; or
  - (ii) in respect of a Basket of Underlying References, that the amount determined by the Calculation Agent equal to the sum of the values of each Underlying References as the product of (x) the Level of such Underlying Reference and (y) the relevant Weighting is,
    - (1) unless Knock-out Range Level or Knock-out Bottom Level/Knock-out Top Level is specified in the applicable Final Terms, "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-out Level or, if applicable,
    - (2) if Knock-out Range Level is specified in the applicable Final Terms, "within" the Knock-out Range Level or (3) if Knock-out Bottom Level/Knock-out Top Level is specified in the applicable Final Terms, either "less than" or "less than or equal to" the Knock-out Bottom Level or "greater than" or "greater than or equal to" the Knock-out Top Level, in each case, as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms;

**"Knock-out Level"** means the FX Knock-out Level or the price, level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Knock-out Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"Knock-out Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Linked Warrants (other than Custom Index Linked Warrants), Share Linked Warrants, ETI Linked Warrants, Debt Linked Warrants or Currency Linked Warrants), a Commodity Business Day (in the case of Commodity Linked Warrants) or a Scheduled Custom Index Business Day (in the case of Custom Index Linked Warrants), a Fund Business Day (in the case of Fund Linked Warrants (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Warrants), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

**"Knock-out Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Linked Warrants (other than Custom Index Linked Warrants), Share Linked Warrants, ETI Linked Warrants, Debt Linked Warrants or Currency Linked Warrants), a Commodity Business Day (in the case of Commodity Linked Warrants), a Scheduled Custom Index Business Day (in the case of Custom Index Linked Warrants), a Fund Business Day (in the case of Fund Linked Warrants (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Warrants), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

**"Knock-out Range Level"** means the range of Levels 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;

**"Knock-out Top Level"** means the level, amount, number or percentage (which must be a level, amount, number or percentage greater than the Knock-out Bottom Level) 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;

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time;

**"Knock-out Value"** means, in respect of a Knock-out Determination Day or a Knock-out Determination Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Level"** means, for the purposes of this Condition, (i) the "official level", "official close", "last price", "traded price", "bid price" or "asked price" of the Underlying Reference, as specified in the applicable Final Terms, published by the Knock-in Observation Price Source or Knock-out Observation Price Source, as applicable, or (ii) if "Standard Level" is specified as applicable in the applicable Final Terms (a) in the case of Share Linked Warrants and ETI Linked Warrants, the price of the relevant Underlying Reference, (b) in the case of Index Linked Warrants and Custom Index Linked Warrants, the level of the relevant Underlying Reference, (c) in the case of Commodity Linked Warrants the Relevant Price, or (d) in the case of Currency Linked Warrants, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), (e) in the case of Debt Linked Warrants, the bid price of the relevant Underlying Reference as determined by the Calculation Agent by reference to the bid price for such Underlying Reference appearing on the Relevant Screen Page, in each case determined by the Calculation Agent as of the Knock-in Valuation Time or Knock-out Valuation Time on any Knock-in Determination Day or Knock-out Determination Day, as applicable, or, in the case of the "official close" level, at such time as the official close is published by the Knock-in Observation Price Source or Knock-out Observation Price Source, as applicable;

**"Payout Conditions"** means the terms and conditions set out in Annex 1 (*Additional Terms and Conditions for Payouts*).

**"Relevant Adjustment Provisions"** means:

- (a) in the case of Index Linked Warrants, Index Linked Condition 1 (*Market Disruption*) and Index Linked Condition 2 (*Adjustments to an Index*);
- (b) in the case of Custom Index Linked Warrants, Index Linked Condition 6 (*Adjustments to a Custom Index and Custom Index Disruption*), Index Linked Condition 11 (*Adjustments to a Custom Index and Custom Index Disruption (Equity Custom Index)*) and Index Linked Condition 16 (*Adjustments to a Custom Index and Custom Index Disruption (Commodity Custom Index)*);
- (c) in the case of Share Linked Warrants, Share Linked Condition 1 (*Market Disruption*) and Share Linked Condition 2 (*Potential Adjustment Events and Extraordinary Events*);
- (d) in the case of ETI Linked Warrants, ETI Linked Condition 2 (*Market Disruption*), ETI Linked Condition 3 (*Potential Adjustment Events*) and ETI Linked Condition 6 (*Consequences of an Extraordinary ETI Event*);
- (e) in the case of Commodity Linked Warrants, Commodity Linked Condition 1 (*Market Disruption*) and Commodity Linked Condition 2 (*Consequences of a Market Disruption Event and Disruption Fallbacks*);
- (f) in the case of Currency Linked Warrants, Currency Linked Condition 2 (*Disruption Events*) and Currency Linked Condition 3 (*Consequences of a Disruption Event*);
- (g) in the case of Fund Linked Warrants, Fund Linked Condition 4 (*Consequences of an Extraordinary Fund Event*) and Fund Linked Condition 6 (*Fund Index Adjustment Event*); and

- (h) in the case of Debt Linked Warrants, Debt Linked Condition 2 (*Market Disruption*), Debt Linked Condition 3 (*Correction of Debt Security Price*) and Debt Linked Condition 4 (*Redemption or Cancellation of a Debt Security*); and

"**Underlying Reference**" means, for the purposes of this Condition, each Index, Custom Index, Share, Debt Security, ETI Interest, Commodity, Commodity Index, Subject Currency or other basis of reference to which the relevant Warrants relate.

- (h) *Settlement Date Extension*

Where:

- (A) "**Settlement Date Extension**" is specified in the applicable Final Terms as being applicable on the Early Termination Date (or on the Settlement Date if the Early Termination Event occurs on such date); and/or
- (B) Swap Termination Without Cancellation is specified in the applicable Final Terms as being applicable, a Swap Default has occurred and the Issuer has not received any Early Termination Amount (as defined in the Swap Agreement) due to it in the manner set out in Condition 9(k) (*Swap termination*) on or prior to the Settlement Date,

the terms of this Condition 8(h) shall apply as set out below, provided that, where sub-clause (B) applies and no Early Termination Event has also occurred, the provisions of Conditions 8(h)(i), 8(h)(ii) and 8(h)(vi) only shall apply.

- (i) Where the Issuer has not received in full the amount it is scheduled to receive on or prior to such date in respect of any of the Charged Assets relating to the relevant Warrants (such assets, the "**Non-Performing Assets**") it shall, on the Early Termination Date or the Settlement Date, as the case may be, pay any amounts it has received in respect of the Charged Assets *pro rata* to the Warrantholders (provided that all amount(s) which are to be deducted from such amounts in accordance with the definition of Liquidation Proceeds have been paid in full or, where a Swap Default has occurred and Swap Termination Without Cancellation applies and no Early Termination Event has occurred, the amounts which are to be deducted as set out in Condition 9(k) (the "**Deduction Amounts**")) and settlement or cancellation, as the case may be, of the Warrants will be postponed until the date specified in the applicable Final Terms as the "Extended Settlement Date" (the "**Extended Settlement Date**"), provided that if during the Extension Period the Calculation Agent gives at least three Business Days' notice to the Issuer that the Calculation Agent, in good faith and in a commercially reasonable manner, has determined that the Issuer will not receive any further amounts in respect of the Non-Performing Assets and that it will not be possible to realise any further amounts in respect of the Non-Performing Assets, the date on which such notice expires shall be deemed to be the actual Extended Settlement Date and no further amounts shall be paid by the Issuer in respect of the Warrants following such date.
- (ii) On each day in the Extension Period falling three Business Days after the receipt of any amounts by the Issuer in respect of any Non-Performing Asset, the Issuer shall procure that such amounts are paid *pro rata* to the Warrantholders as set out in Condition 8(h)(v) and provided that the Deduction Amounts have been paid in full.
- (iii) The Issuer shall appoint an agent (which may be the Swap Counterparty, provided the Swap Counterparty is not the obligor in respect of a relevant Non-Performing Asset, or the Trustee or any other party which the Issuer may appoint with the consent of the Trustee) to assist it in recovering amounts in respect of the Non-Performing Assets (a "**Realisation Agent**"). Any fees, costs and expenses charged and incurred by the relevant Realisation Agent will be deducted from the amounts available to pay Warrantholders or any other Secured Party which is entitled to such amounts.
- (iv) If "**Sale of Assets**" is specified in the applicable Final Terms and there is a Non-Performing Asset, the Issuer shall, at the request of the Calculation Agent, procure that any Non-Performing Asset and any other Charged Asset in respect of the relevant Compartment (or

the Issuer's rights thereto) which the Issuer is requested by the Calculation Agent to sell shall be sold by the relevant Disposal Agent prior to the Extended Settlement Date and the proceeds from such sale (less any costs or expenses incurred in such sale) will be applied in accordance with the terms of this Condition 8(h) and, if the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, that such sale is not possible in respect of any Non-Performing Asset, it shall be deemed that the amount received in respect of such Non-Performing Asset is equal to zero.

- (v) The total amount received in respect of the Charged Assets in the period from, and including, the Maturity Date or the Early Termination Date, as the case may be, to, but excluding, the Extended Settlement Date (the "**Extension Receipts**") shall be deemed to form part of the Liquidation Proceeds as set out in Condition 8(c) provided that, to the extent amounts are owed to Secured Parties other than the Warrantholders in respect of the relevant Series of Warrants, the Issuer shall apply the Extension Receipts in accordance with the applicable Order of Priority which would apply following a Warrant Acceleration in respect of the Warrants and any reference to amounts being paid to the Warrantholders in this Condition 8(f) shall be construed accordingly.
- (vi) As used in this Condition 8(h), "**Extension Period**" means the period from, but excluding, the Settlement Date or the Early Termination Date to, and including, the Extended Settlement Date.

## 9. Charged Assets

### (a) *Compartment Assets*

- (i) In respect of any Series of Warrants, "**Compartment**" shall mean the compartment created by the Board of the Issuer pursuant to the Securitisation Act 2004 under which the Warrants are to be issued. Each Compartment will comprise a pool of Issuer assets and liabilities separate from the pools of Issuer assets and liabilities relating to any other Compartments. In respect of any Series of Warrants and any Related Warrants, such assets will consist of the Charged Assets (as defined in Condition 9(c) (*Compartment Security*) below), which Charged Assets may include, *inter alia*, the assets specified in the applicable Final Terms as "Compartment Assets" or where such assets are converted into or exchanged for new assets, such new assets or, in each case any redemption or other proceeds received by the Issuer in respect thereof relating to such exchange or conversion (the "**Compartment Assets**") and which Compartment Assets may be specified in the applicable Final Terms to be "Reference Securities" or where such assets are converted into or exchanged for new assets, such new assets or, in each case any redemption or other proceeds received by the Issuer in respect thereof relating to such exchange or conversion (the "**Reference Securities**").
- (ii) Subject to the Trust Deed, in order to meet any part of its obligations under the Warrants and any Related Warrants in respect of (A) any redemption thereof, (B) any Related Agreements, (C) any agreements for the purchase of the Warrants or (D) any other payments (if any) due from the Issuer under these Conditions and/or the Trust Deed in relation to the Warrants or Related Warrants, the Issuer may, at any time, procure the liquidation of some or all of the Compartment Assets provided that (1) where such liquidation relates to a Multi-Series Compartment where there are Related Warrants outstanding and (2) the Compartment Asset Coverage Test is specified to be applicable in the applicable Final Terms, the Issuer shall not liquidate any Compartment Asset where such liquidation would mean that the Compartment Asset Coverage Test would be breached (determined as of the date of the relevant liquidation) in respect of any remaining Warrants and/or Related Warrants.

As used in these Conditions:

"**Aggregate Outstanding Issue Amount**" mean in respect of any Warrants the product of number of outstanding Warrants and their Issue Price (as stated in the applicable Final Terms) and in respect of any series of Related Warrants, the number of Related Warrants of

such series outstanding multiplied by the Issue Price applicable to such series (as stated in the applicable Final Terms).

**"Compartment Asset Coverage Percentage"** means 100 per cent. or such other percentage specified in the applicable Final Terms of (a) the Aggregate Outstanding Issue Amount of the Warrants and the sum of the Aggregate Outstanding Issue Amount of each series of Related Warrants remaining after the purchase or redemption of Warrants referred to in this Condition 9(a)(ii) or, as applicable, the issue of Further Warrants or Related Warrants referred to in Condition 15 or (b) if Compartment Asset Coverage Market Value Percentage is specified to be applicable in the applicable Final Terms, the market value (as determined by the Calculation Agent) of the Warrants and Related Warrants remaining after the purchase or redemption of Warrants referred to in this Condition 9(a)(ii) or, as applicable, the issue of Further Warrants or Related Warrants referred to in Condition 15.

**"Compartment Asset Coverage Test"** means (a) where Compartment Asset Coverage Market Value is specified as applicable in the applicable Final Terms, the market value of the Compartment Assets held in respect of the relevant Compartment (as determined by the Calculation Agent) is equal to or greater than the Compartment Asset Coverage Percentage or (b) where Compartment Asset Coverage Nominal Value is specified as applicable in the applicable Final Terms, the nominal amount of the Compartment Assets held in respect of the relevant Compartment (as determined by the Calculation Agent) is equal to or greater than the applicable Compartment Asset Coverage Percentage.

- (iii) In accordance with the Securitisation Act 2004, the Charged Assets are available exclusively to satisfy the rights of the Secured Parties (as defined in Condition 9(e) (*Application of Proceeds*)).
  - (iv) In connection with the issue of the Warrants and any Related Warrants there may be executed one or more interest rate and/or currency exchange agreements, credit default swap agreements, swap agreements exchanging payment flows on an asset, total return swap agreements, option agreements and/or other derivative transactions (each a **"Swap Agreement"**) between the Issuer and one or more swap counterparties (each a **"Swap Counterparty"**) and one or more deposit agreements (each a **"Deposit Agreement"**) between the Issuer and one or more deposit counterparties (each a **"Deposit Counterparty"**) and one or more collateral exchange agreements (each a **"Collateral Exchange Agreement"**) between the Issuer and one or more collateral exchange counterparties (each a **"Collateral Exchange Counterparty"**) and one or more repurchase agreements (each a **"Repurchase Agreement"**) with BNP Paribas or BNP Paribas Financial Markets S.N.C. as specified in the Final Terms (each a **"Repo Counterparty"** and, together with each Swap Counterparty, Collateral Exchange Counterparty and Deposit Counterparty, each a **"Counterparty"**). In addition, in connection with any issue of Warrants and Related Warrants, the Issuer and the Swap Counterparty may enter into a credit support annex, credit support deed or pledge or such other security interest governed by the law of such other jurisdiction specified in the applicable Final Terms over collateral in favour of the Issuer in connection with any relevant Swap Agreement (a **"Credit Support Annex"**, a **"Credit Support Deed"** and a **"Pledge"** respectively and, together with the Swap Agreement, the Deposit Agreement, the Collateral Exchange Agreement and the Repurchase Agreement, the **"Related Agreements"**).
  - (v) Where no reference is made in the applicable Issue Deed to any Swap Agreement, Repurchase Agreement, Collateral Exchange Agreement or Deposit Agreement, references in these Terms and Conditions to any such document or agreement and to any Swap Counterparty, Repo Counterparty, Collateral Exchange Counterparty or Counterparty, as the case may be, shall not be applicable.
- (b) *Custodian; Custody Account; Account Bank; Compartment Account*
- (i) Each Custody Account (as defined below), together with such Compartment Assets as are capable of being so held, will be held by the Custodian on behalf of the Issuer, and each Compartment Account (as defined below) will be held by the Account Bank, in each case

on and subject to (A) the terms and conditions of the Agency Agreement, (B) the Securitisation Act 2004 and (C) in the cases of the Compartment Assets, the Custody Account and the Compartment Account, the terms and conditions of the Compartment Security created pursuant to the Trust Deed and/or any Additional Security Document. The Issuer reserves the right to replace the Custodian at any time, but only with the prior written consent of the Trustee and in accordance with (x) the provisions of the Securitisation Act 2004 and (y) the relevant CSSF instructions and/or guidelines. Notice of such change shall be given to the Warrantholders in accordance with Condition 17 (*Notices*). If it is specified in the applicable Final Terms that there is a Sub-Custodian in relation to the Compartment Assets, such Sub-Custodian (which expression shall include any additional or successor sub-custodians from time to time appointed) shall hold such Compartment Assets as are capable of being so held on behalf of the Custodian, on and subject to the terms of an agreement between the Sub-Custodian and the Custodian. References herein to the "**Custodian**" shall, as the context requires, be construed as references to the Custodian, the Sub-Custodian and/or any additional or successor custodians appointed from time to time.

- (ii) If the Charged Assets of the Issuer in respect of a Compartment include Compartment Assets, in respect of such Compartment the Custodian (on behalf of the Issuer) shall establish and maintain an account in the name of the Issuer (the "**Custody Account**") with a bank or other financial institution (which shall be the Custodian unless an alternative financial institution is specified in the applicable Final Terms). The Custody Account for the Compartment shall be entirely separate from any other accounts of the Issuer and the Custodian, including, without limitation, the accounts established in connection with any other Compartment(s). Such Compartment Assets shall only be removed from the Custody Account at such times and in such amounts as are contemplated in these Terms and Conditions and the Trust Deed or in order for the Issuer (or any appointee on its behalf) and the Trustee (or any receiver) to fulfil their respective obligations under the Warrants and the Related Warrants and pursuant to the Trust Deed.
- (iii) Where Compartment Account is specified as applicable in the applicable Final Terms, in respect of the relevant Compartment the Issuer shall establish and maintain one or more account in the name of the Issuer (the "**Compartment Account**") with a bank or other financial institution (which shall be the financial institution specified in the applicable Final Terms, unless no such financial institution is specified in which case it shall be the Account Bank). The Compartment Account for the Compartment shall be entirely separate from any other accounts of the Issuer and the Account Bank, including, without limitation, the accounts established in connection with any other Compartment(s). Amounts standing to the credit of the Compartment Account shall only be removed from the Compartment Account at such times and in such amounts as are contemplated in these Terms and Conditions and the Trust Deed or in order for the Issuer (or any appointee on its behalf) and the Trustee (or any receiver) to fulfil their respective obligations under the Warrants and the Related Warrants and pursuant to the Trust Deed.
- (c) *Compartment Security*
  - (i) The Issuer has (as specified in the Trust Deed relating to the Warrants and any Related Warrants or in another relevant security document relating to the Warrants and any Related Warrants), assigned or created a first fixed charge, and/or other security interest, in each case in favour of the Trustee for itself and as trustee for the Secured Parties, over or in respect of:
    - (A) the present and future Compartment Assets relating to the relevant Compartment and all of the Issuer's rights, title, interest and benefit, present and future, in respect of sums derived from the present and future Compartment Assets relating to the relevant Compartment (including, without limitation, any proceeds of the sale thereof);
    - (B) (x) the Issuer's rights, title, interest and benefit, present and future, in, to and under all sums held by the Agents, the Account Bank (including sums standing to the

credit of the Compartment Account) and the Custodian to meet payments due in respect of the Warrants relating to the relevant Compartment (the "**Cash Assets**"); (y) any sums of money, securities or other property received or receivable by the Issuer under any Related Agreement (including, without limitation, any Swap Agreement, any Deposit Agreement and any Repurchase Agreement) relating to the relevant Compartment; and (z) all of the Issuer's rights, title, interest and benefit, present and future, as against the Custodian in respect of any sum standing to the credit of the Custody Account (as defined in Condition 9(b) relating to the relevant Compartment); and

(C) the Issuer's rights, title, interest and benefit, present and future, in, to and under any Transaction Document (including without limitation any Swap Agreement, any Deposit Agreement and any Repurchase Agreement) and any agreement for the sale, transfer and/or delivery of assets relating to the relevant Compartment (as contemplated under Condition 9(a) and any sums received or receivable by the Issuer under any such agreement.

(ii) If it is stated in the applicable Final Terms that the security for the Warrants is "Charged Assets charged to Trustee; additional foreign law security", the Issuer has in the Trust Deed created the security specified in sub-paragraph (i) above and has, in addition and without prejudice to the security specified as aforesaid, executed in favour of the Trustee the pledge or security or other agreement or document specified in the applicable Final Terms (each an "**Additional Security Document**").

(iii) The security described in sub-paragraph (i) and, as the case may be, sub-paragraph (ii) shall be referred to herein as the "**Compartment Security**" and the assets described in sub-paragraph (i) and, as the case may be, sub-paragraph (ii) shall be referred to herein as the "**Charged Assets**".

(d) *General provisions relating to security*

The Compartment Security constituted or created pursuant to the Trust Deed and any Additional Security Document will be granted to the Trustee for itself and for the other Secured Parties (as defined in Condition 9(e) as continuing security for (i) the payment of all sums due to the Trustee or any appointee or any receiver under the Trust Deed and/or any Additional Security Document or due under the Warrants and any Related Warrants, (ii) the performance of the Issuer's obligations under any Related Agreement (including any Swap Agreement) and (iii) the payment of all sums payable to the Agents pursuant to any provision of the Agency Agreement (including the provisions which require the Issuer to reimburse (and to pay interest on the amount reimbursed as provided in the Agency Agreement) to the Principal Warrant and Certificate Agent or the Registrar for any amount paid out by the Principal Warrant and Certificate Agent or the Registrar, as the case may be, to the Warrantheolders before receipt of the corresponding amount due from the Issuer).

(e) *Application of Proceeds*

(i) The Trustee shall (subject to the provisions of the Trust Deed) apply all moneys received by it under the provisions of the Trust Deed and any Additional Security Document in connection with the realisation or enforcement as described in Condition 13 of the Compartment Security constituted by or pursuant to the Trust Deed and any Additional Security Document in accordance with the Order of Priority specified in the applicable Final Terms (such amounts being the "**Available Enforcement Proceeds**").

(ii) By subscribing to or otherwise acquiring the Warrants, each Warrantheolder expressly consents to the provisions of this Condition 9(e), the order of priority specified in the applicable Final Terms (the "**Order of Priority**") and the limitation of its rights in accordance with article 64 of the Securitisation Act 2004 and is deemed to have accepted and agreed to such provisions and the consequences thereof. If no Order of Priority is specified in the applicable Final Terms, the Order of Priority shall be Swap Counterparty Priority as set out below.

(iii) If:

(A) **"Swap Counterparty Priority"** is specified in the applicable Final Terms, Available Enforcement Proceeds shall be applied as follows:

- (1) first, the proceeds of realisation of the securities held in the Compartment Account will be applied to the extent required to meet any termination payment due to the Repo Counterparty under the Repurchase Agreement (if any);
- (2) secondly, in payment or satisfaction of the Trustee's remuneration and the fees, costs, charges, expenses and liabilities incurred by the Trustee or any receiver in preparing and executing the trusts in the Trust Deed in relation to the Warrants and any Related Warrants (including, but not limited to, any taxes required to be paid and the costs of realising any security and payment of any indemnity claims of the Trustee);
- (3) thirdly, in payment or satisfaction of each of the Agents' fees, costs, charges, expenses and liabilities incurred pursuant to the Agency Agreement;
- (4) fourthly, rateably in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement relating to the Warrants and the Related Warrants. If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment;
- (5) fifthly, rateably in meeting the claims (if any) of the Warranholders and holders of any Related Warrants. If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment; and
- (6) sixthly, in payment of the balance (if any) to the Issuer;

(B) **"Pari Passu Ranking"** is specified in the applicable Final Terms, Available Enforcement Proceeds shall be applied as follows:

- (1) first, the proceeds of realisation of the securities held in the Compartment Account will be applied to the extent required to meet any termination payment due to the Repo Counterparty under the Repurchase Agreement (if any);
- (2) secondly, in payment or satisfaction of the Trustee's remuneration and the fees, costs, charges, expenses and liabilities incurred by the Trustee or any receiver in preparing and executing the trusts in the Trust Deed in relation to the Warrants and any Related Warrants (including, but not limited to, any taxes required to be paid and the costs of realising any security and payment of any indemnity claims of the Trustee);
- (3) thirdly, in payment or satisfaction of each of the Agents' fees, costs, charges, expenses and liabilities incurred pursuant to the Agency Agreement;
- (4) fourthly, rateably in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement relating to the Warrants and the Related Warrants and the Warranholders and the holders of any Related Warrants. If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment; and



- (5) fifthly, in payment of the balance (if any) to the Issuer; and
- (C) **"Warrantholder Priority"** is specified in the applicable Final Terms, Available Enforcement Proceeds shall be applied as follows:
  - (1) first, the proceeds of realisation of the securities held in the Compartment Account will be applied to the extent required to meet any termination payment due to the Repo Counterparty under the Repurchase Agreement (if any);
  - (2) secondly, in payment or satisfaction of the Trustee's remuneration and the fees, costs, charges, expenses and liabilities incurred by the Trustee or any receiver in preparing and executing the trusts in the Trust Deed in relation to the Warrants and the Related Warrants (including, but not limited to, any taxes required to be paid and the costs of realising any security and payment of any indemnity claims of the Trustee);
  - (3) thirdly, in payment or satisfaction of each of the Agents' fees, costs, charges, expenses and liabilities incurred pursuant to the Agency Agreement;
  - (4) fourthly, rateably in meeting the claims (if any) of the Warrantholders and any holders of Related Warrants. If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment;
  - (5) fifthly, rateably in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement relating to the Warrants and any Related Warrants. If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment; and
  - (6) sixthly, in payment of the balance (if any) to the Issuer.

**"Secured Parties"** means each of the Trustee, any receiver, the Warrantholders, the Swap Counterparty and the Agents (each, a **"Secured Party"**).

(f) *Compartment Assets substitution by Swap Counterparty*

Where this Condition 9(f) is specified as being applicable in the Final Terms then the Compartment Assets may be substituted in whole or in part by the Swap Counterparty.

The Swap Counterparty may substitute the Compartment Assets for:

- (i) either securities denominated in the currency specified in the Final Terms issued by the entity specified as the eligible collateral issuer (each, an **"Eligible Compartment Assets Issuer"**) in the Final Terms (**"Eligible Compartment Assets Issuer Obligations"**); or
- (ii) such other securities, obligations or an amount of cash in the currency in which the principal amount of the existing Compartment Assets is expressed to be payable where **"Alternative Substitution"** is specified in the Final Terms.

The new securities, obligations or cash to be substituted must be in a principal amount equal (or, if in another currency, the equivalent to the principal amount of the currency in which the Compartment Assets are expressed to be payable, as determined on the date of such substitution by the Swap Counterparty in good faith and in a commercially reasonable manner) to the then fair market value of the Warrants as determined by the Swap Counterparty (or, in the case of a substitution or redemption of part only of the Compartment Assets, of the relevant proportion thereof as at the date of such substitution).

The securities, obligations or cash which may be substituted for the Compartment Assets shall be delivered (or paid, in the case of cash) by the Swap Counterparty to the Custodian or such other relevant Counterparty.

By making any substitution pursuant to this Condition 9(f) the Swap Counterparty shall be deemed to agree with the Issuer and the Trustee that its obligations under the relevant Swap Agreement shall continue in full force and effect irrespective of such substitution and that no termination or adjustment to its obligations thereunder shall occur as a consequence of such substitution.

The Trustee shall, upon notice from the Swap Counterparty (upon which the Trustee may rely without further enquiry) that the conditions for substitution referred to in this Condition 9(f) are met, release the Compartment Assets to be substituted from the security created in respect of it under the Trust Deed. The Issuer, the Trustee and the Swap Counterparty will upon such substitution enter into such further documentation as may be required (if at all) by any applicable law and/or as may be required by the Trustee to give effect to the creation of security over any replacement securities, obligations or cash amounts in the manner set out in this Condition 9(f).

References in these Conditions and the Trust Deed to "**Compartment Assets**" shall be deemed to include any substituted Compartment Assets and references to "**Charged Assets**" shall be deemed to include any additional assets or rights charged or assigned in favour of the Trustee pursuant to such substitution.

Where "Substitution Notification" is specified in the applicable Final Terms, the Issuer shall give notice of any substitution to Warrantholders under this Condition 9(f) in accordance with Condition 17 (*Notices*) and, in relation to any Warrants listed on the Luxembourg Stock Exchange, to the Luxembourg Stock Exchange (or if listed on another stock exchange to such other stock exchange) and will, if required by the rules of the Luxembourg Stock Exchange (or of such other stock exchange), prepare a supplement to any applicable prospectus or such other documents as may be required.

If this Condition 9(f) is applicable, the Trustee and any Warrantholders may at any time require the Issuer to notify them of the composition of the Compartment Assets at such time.

*The Swap Counterparty may substitute the Compartment Assets in accordance with this Condition 9(f) without regard to the projected market value of substitute securities or obligations. There is no guarantee that the value of such Compartment Assets in the event of termination of the relevant Swap Agreement, taking into account any termination payment due under such Swap Agreement to or from the Swap Counterparty, will equal or exceed the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be.*

(g) *Compartment Assets substitution under a Credit Support Annex, Credit Support Deed or Pledge*

Where the Issuer and the Swap Counterparty have entered into a Credit Support Annex in respect of any Swap Agreement, then the Compartment Assets may be substituted in whole or in part by the Swap Counterparty in accordance with the terms of the Credit Support Annex.

The securities, obligations or cash which may be substituted for the Compartment Assets shall be delivered (or paid, in the case of cash) by the Swap Counterparty to the Custodian (or, where an alternative bank or institution is specified as custodian for the Compartment Assets in the applicable Final Terms, to such entity).

By making any substitution pursuant to this Condition 9(g), the Swap Counterparty shall be deemed to agree with the Issuer and the Trustee that its obligations under the relevant Swap Agreement shall continue in full force and effect irrespective of such substitution and that no termination or adjustment to its obligations thereunder shall occur as a consequence of such substitution.

In the case of Compartment Assets substitution under a Credit Support Annex, the Trustee shall, upon notice from the Swap Counterparty (upon which the Trustee may rely without further enquiry) that the conditions for substitution referred to in this Condition 9(g) are met, release the Compartment Assets to be substituted from the security created in respect of it under the Trust Deed.

The Issuer, the Trustee and the Swap Counterparty will upon such substitution enter into such further documentation as may be required (if at all) by any applicable law and/or as may be required by the Trustee to give effect to the creation of security over any replacement securities, obligations or cash amounts in the manner set out in this Condition 9(g).

After any substitution, references in these Conditions and the Trust Deed to "**Compartment Assets**" shall be deemed to include any Compartment Assets substituted and references to "**Charged Assets**" shall be deemed to include any additional assets or rights charged or assigned in favour of the Trustee pursuant to such substitution.

Where substitution of the Compartment Assets takes place in accordance with the terms of any credit support annex, the Issuer shall not be obliged to give notice of any substitution to Warrantholders under this Condition 9(g).

If this Condition 9(g) is applicable, the Trustee may at any time require the Issuer to notify it of the composition of the Compartment Assets at such time.

Where the Issuer and the Swap Counterparty have entered into a Credit Support Deed in respect of any Swap Agreement, the collateral secured under the relevant Credit Support Deed may be substituted in whole or in part by the Swap Counterparty in accordance with the terms of the relevant Credit Support Deed.

Where the Issuer and the Swap Counterparty have entered into a Pledge in respect of any Swap Agreement, the assets secured under the relevant Pledge may be substituted in whole or in part by the Swap Counterparty in accordance with the terms of the relevant Pledge.

*The Swap Counterparty may substitute the Compartment Assets in accordance with this Condition 9(g) without regard to the projected market value of substitute securities or obligations. There is no guarantee that the value of such Compartment Assets in the event of termination of the relevant Swap Agreement, taking into account any termination payment due under such Swap Agreement to or from the Swap Counterparty, will equal or exceed the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be.*

(h) *Swap Counterparty optional termination*

Where this Condition 9(h) is specified as being applicable in the Final Terms, the Swap Counterparty may (unless it is the Defaulting Party under, and as defined in, the relevant Swap Agreement) opt to terminate a Swap Agreement in whole or in part in accordance with either or both of the methods set out below (as specified in the Final Terms).

(i) *Cancellation following Swap Counterparty optional termination*

Where "**Swap Counterparty optional termination - Call option**" is specified as being applicable in the Final Terms, the following will apply:

The Swap Counterparty may opt to terminate a Swap Agreement in whole or in part on either on any date specified as being applicable in the Final Terms upon the number of Business Days' notice specified as being applicable in the Final Terms.

Such optional termination will lead to early termination in whole or in part, as the case may be, of the Warrants in the manner set out in this Condition 9(h).

Within two Business Days of service by the Swap Counterparty of a notice that it has opted to terminate a Swap Agreement in whole or in part on any date (where it has such right as so specified in the Final Terms) nominated by the Swap Counterparty (the "**Nominated Termination Date**"), the Issuer shall notify the relevant Warrantholders in accordance with Condition 17 (Notices) of the early termination of the Warrants in whole or in part on such Nominated Termination Date and subject to Condition 8(c) (*Early Termination Events*) shall terminate the relevant Warrants at their fair market value on such Nominated Termination Date.

If any such termination becomes due to be made by the Issuer in accordance with this Condition 9 and payment to the Warrantholders pursuant hereto is not made, the security constituted by the Trust Deed shall become enforceable and the Trustee may take such action as is provided in Condition 11 (*Events of Default*) or the Master Trust Terms.

(ii) *Repurchase:*

Where this Condition 9(h)(ii) is specified as being applicable in the Final Terms, the Swap Counterparty may opt to terminate a Swap Agreement (or where a Swap Agreement has been entered into respect of the Warrants and one or more series of Related Warrants, the Series Transaction) upon service of written notice on the Issuer with a copy to the Trustee, in whole or in part and without payment by either party, if any of the Warrants to which that transaction relates are purchased by or on behalf of the Swap Counterparty or any of its subsidiaries or affiliates ("**Purchased Warrants**"). Where such option is exercised, such Swap Agreement, or as applicable, the Series Transaction will terminate *pro rata* in the proportion (the "**Proportion**") that the aggregate number of the Purchased Warrants bears to the number of the Warrants remaining unexercised immediately prior to the purchase of the Purchased Warrants by the Swap Counterparty or any of its subsidiaries or affiliates. Upon service of such notice, the Swap Counterparty will be either (A) authorised by the Issuer to take delivery of and/or deliver and/or realise on the Issuer's behalf the Proportion of the Charged Assets (if any) charged to or otherwise secured in favour of the Trustee under the Trust Deed or (B) entitled to payment of an amount equal to the Proportion of the Charged Assets where the Charged Assets is constituted by cash ("**Realised Collateral**"). The Realised Collateral will be payable or deliverable, as the case may be, by the Issuer to or to the order of the Swap Counterparty, in the contractual currency paid by the Issuer under the relevant Swap Agreement or, if applicable, the Series Transaction (where the Realised Collateral is not being delivered). Upon receipt of the Realised Collateral, the Swap Counterparty will deliver to the Principal Warrant and Certificate Agent the Purchased Warrants for cancellation. In such circumstances:

- (1) the Issuer will be deemed to have consented to the Trustee releasing the Realised Collateral to the Swap Counterparty upon termination of the relevant Swap Agreement or, as applicable, the Series Transaction in the manner described in this Condition 9(h);
- (2) where relevant, the Swap Counterparty, on behalf of the Issuer, will be deemed to be authorised by the Issuer to realise the Proportion of the Charged Assets; and
- (3) the Trustee will, unless an Event of Default or a Potential Event of Default has occurred, be deemed to release the Realised Collateral from the security created in respect of it under the Trust Deed.

Where "Initial Condition Precedent" is specified as applicable in the applicable Final Terms, the Issuer's obligation to pay or procure the payment of the Initial Remittance under the Deposit Agreement and/or to purchase the relevant Reference Securities and/or to pay the purchase price under the Repurchase Agreement to buy the securities which will constitute the Reference Securities under the Repurchase Agreement, as the case may be, will be subject to the condition precedent that the Dealer has determined in its absolute discretion that it has received from the Acquiring Party an amount equal to the Initial Remittance by no later than the Initial Condition Precedent Time on the Initial Condition Precedent Date. If the Dealer determines that it has not received such amounts, the Swap Counterparty may terminate the Swap Agreement, or, as applicable, the Series Transaction in accordance with this Condition 9(h)(ii) and the Issuer shall repurchase the Warrants in accordance with this Condition 9(h)(ii), which will lead to the termination of the Deposit Agreement (where applicable).

As used in this Condition 9(h)(ii),

"**Acquiring Party**" means the Authorised Offeror or such other party specified as such in the applicable Final Terms;

**"Additional Proceeds Amount"** means each amount specified as such in the applicable Final Terms;

**"Additional Proceeds Payer"** means the Swap Counterparty or, if Alternative Additional Proceeds Payer is specified in the applicable Final Terms, the Repo Counterparty;

**"Authorised Offeror"** means the party specified as such in the applicable Final Terms;

**"Dealer"** means the party specified as such in the applicable Final Terms;

**"Initial Condition Precedent Date"** means the Issue Date unless specified otherwise in the applicable Final Terms;

**"Initial Condition Precedent Time"** means 12.00 noon (Central European Time) unless specified otherwise in the applicable Final Terms; and

**"Initial Remittance"** means (a) where Full Proceeds is specified in the applicable Final Terms, 100 per cent. of the net proceeds of issue of the Notes (the **"Full Proceeds Amount"**), (b) where Partial Proceeds is specified in the applicable Final Terms, a proportion of the net proceeds of issue of the Securities less than 100 per cent. thereof (such lower amount, the **"Partial Proceeds Amount"**) and (c) where either Full Proceeds or Partial Proceeds is specified and Additional Proceeds is specified as applicable in the applicable Final Terms either the Full Proceeds Amount or the Partial Proceeds Amount, as the case may be, plus the Additional Proceeds Amount paid to the Issuer by the Additional Proceeds Payer.

(i) *Residual Shortfall*

In the case of Warrants (but without prejudice to the rights of a holder of Guaranteed Warrants under the Guarantee (if applicable)), if the net proceeds of the realisation or enforcement of the Charged Assets created pursuant to the Trust Deed and/or any Additional Security Document in respect of the Charged Assets following payment of all prior ranking amounts (the **"Net Proceeds"**) are not sufficient to make all payments due in respect of such Warrants and any Related Warrants, then:

- (i) the obligations of the Issuer in respect of such Warrants and any Related Warrants will be limited to such Net Proceeds and neither the Trustee nor any Secured Party nor anyone acting on behalf of any Secured Party shall have any claim in respect of any asset of the Issuer not forming part of the Charged Assets; and
- (ii) the Issuer will not be obliged to make any further payment in excess of the Net Proceeds and any Warrantholder's right to receive any further sums in respect of any Residual Shortfall shall be extinguished in full, and neither the Trustee nor any Secured Party nor anyone acting on behalf of any Secured Party shall be entitled to take any further steps against the Issuer or the Trustee to recover any such Residual Shortfall.

No Secured Party nor any party to the Trust Deed shall be entitled to petition or take any other step for the winding-up of the Issuer (including, without limitation, the opening of any bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*insolvabilité liquidation volontaire ou judiciaire*), judicial reorganisation (*réorganisation judiciaire*), administrative dissolution without liquidation (*dissolution administrative sans liquidation*), reprieve from payment (*sursis de paiement*), fraudulent conveyance (*actio pauliana*), general settlement with creditors or reorganisation proceedings or similar proceedings affecting the rights of creditors generally) or the appointment of an examiner in respect of the Issuer (including, without limitation, the appointment of any receiver (*curateur*) (except any receiver appointed by the Trustee pursuant to the Trust Deed), liquidator (*liquidateur*), auditor (*commissaire*), verifier (*expert-vérificateur*), deputy judge (*juge délégué*) or reporting judge (*juge commissaire*)). Failure by the Issuer to make any payment in respect of any Residual Shortfall shall in no circumstances constitute an Event of Default under Condition 11.

In this Condition, "**Residual Shortfall**" means the difference, if any, between the Net Proceeds and the aggregate amount which would have been due under the Warrants but for the operation of this Condition 9(i).

(j) *Issuer's rights as holder of Compartment Assets*

The Issuer may exercise any rights in its capacity as holder of the Compartment Assets (including, without limitation, a right to vote or any analogous right howsoever described) only with the consent of the Trustee (or as directed in writing by the respective holders of at least 25 per cent. (by number) of the Warrants then outstanding and at least 25 per cent (by number) of each series of Related Warrants then unexercised or as directed by an Extraordinary Resolution of the Warrantholders and by an Extraordinary Resolution of the holders of each series of Related Warrants) and (except in relation to the Swap Agreement) the Swap Counterparty and, if such direction is given, the Issuer will act in accordance with such directions, unless such instructions are in the reasonable opinion of the Issuer contrary to applicable laws, regulations and/or circular letters issued by the Issuer's supervisory authority or materially detrimental to the interests of the Issuer. In particular, the Issuer will not attend or vote at any meeting of holders of the Compartment Assets, or give any consent or notification or make any declaration in relation to the Compartment Assets, save with the consent of the Trustee (or as directed in writing by the respective holders of at least 25 per cent. (by number) of Warrants then outstanding and at least 25 per cent (by number) of each series of Related Warrants unexercised or as directed by an Extraordinary Resolution of each of the Warrantholders and by an Extraordinary Resolution of the holders of each series of Related Warrants) and the Swap Counterparty. In the event of a conflict between the instructions of the Trustee (or the Warrantholders and, where applicable, the holders of each series of Related Warrants) and the Swap Counterparty, the instructions of the Instructing Party will prevail.

In these Conditions "**Instructing Party**" means if "Swap Counterparty Priority" applies the Swap Counterparty (except in relation to the Swap Agreement, or where it is the Defaulting Party under, and as defined in, the relevant Swap Agreement, in which case the Instructing Party will be the Warrantholders) and if either "Warrantholder Priority" or "Pari-Passu Ranking" applies, the Warrantholders or, in the case of Warrants issued through a Multi-Series Compartment, means, if "Swap Counterparty Priority" applies, the Swap Counterparty (except in relation to the Swap Agreement, or where it is the defaulting party under the Swap Agreement, in which case the Instructing Party will be the Warrantholders, and if either "Warrantholder Priority", or "Pari-Passu Ranking" applies, the Warrantholders, provided that, if more than one series of warrants has been issued through the Compartment through which the Warrants have been issued, where the Instructing Party would otherwise be the Warrantholders, it shall the holders of at least 25 per cent. in number of the Warrants then unexercised and at least 25 per cent. in number of each series of Related Warrants then outstanding, or as directed by an Extraordinary Resolution of such Warrantholders and by an Extraordinary Resolution of the holders of each series of Related Warrants.

(k) *Swap termination*

Notwithstanding the terms of Condition 9(j) (*Issuer's rights as holder of Compartment Assets*), where "**Swap Termination Without Cancellation**" is specified as applicable in the applicable Final Terms and where an Event of Default (as defined in the Swap Agreement) occurs under the Swap Agreement in circumstances where the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement), following notification of such Event of Default by the Issuer to the Trustee (a "**Swap Default**"), the Trustee shall promptly, and in any event not later than five Business Days after such notification, instruct the Issuer to deliver, in respect of the Swap Agreement (where such agreement is constituted by a 2002 Master Agreement published by the International Swaps and Derivatives Association, Inc. (the "**Master Agreement**") and schedule thereto and any confirmations thereunder), a notice under Section 6(a) of the Master Agreement designating an Early Termination Date (as defined in the Swap Agreement). In such circumstances, the Issuer (with the consent of the Trustee) may appoint an agent (a "**Termination Agent**") to assist it in terminating the Swap Agreement and making any calculations necessary in connection with such termination. A *pro rata* share of the amount, if any and subject to a minimum of zero, equal to (i) the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement (2) any interest which has accrued on the amount received by the Issuer (which may be

a positive or negative amount) and (3) the Unused Charged Assets Proceeds less (ii) the costs and expenses of the Trustee and any costs and expenses of the Termination Agent incurred in connection with the termination of the Swap Agreement shall be paid by the Issuer to the Warrantholders on a *pro rata* and *pari passu* basis on the Settlement Date. If the Issuer does not receive the Early Termination Amount on or prior to the Settlement Date, Condition 8(h) will apply. For the purposes of this Condition 9(k), "**Unused Charged Assets Proceeds**" means any amounts received by the Issuer from the Charged Assets other than the Swap Agreement which have not been used on or prior to the Settlement Date to pay Cash Settlement Amounts otherwise payable in respect of the Warrants, amounts due to the Swap Counterparty under the Swap Agreement (including in respect of any Early Termination Amount due to the Swap Counterparty) and/or any fees, costs or expenses due to the Trustee and/or any of the Agents.

#### 10. **Expenses and Taxation**

All payments in respect of the Warrants or under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Tax authority, unless such withholding or deduction is required by law, including, without limitation, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto, in which case the Issuer or, as the case may be, the Guarantor shall make all payments net of such withholding or deduction. Such withholding or deduction shall not constitute an Event of Default under Condition 11.

In addition, and if the Securities are deemed to be Specified Securities (as specified in the applicable Final Terms) for the purpose of Section 871(m) of the Code, in determining the amount of withholding or deduction required pursuant to Section 871(m) of the Code imposed with respect to any amounts to be paid on the Warrants, the Issuer shall be entitled to withhold on any "dividend equivalent" payment (as defined for purposes of Section 871(m) of the Code) at a rate of 30 per cent.

Payments on the Warrants that reference U.S. securities or an index that includes U.S. securities may be calculated by reference to the dividends on such U.S. securities that are reinvested at a rate of 70 per cent. In such case, in calculating the relevant payment amount, the Issuer may withhold, and the holder may be deemed to receive, 30 per cent. of any "dividend equivalent" payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

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 of such Warrants and/or the delivery or transfer of the Entitlement (as applicable) pursuant to the terms of such Warrants ("**Exercise Expenses**") relating to such Warrants shall be for the account of the Warrantholder. The Issuer shall deduct from amounts payable or from assets deliverable to Warrantholders all Related Expenses, not previously deducted from amounts paid or assets delivered to Warrantholders, as the Calculation Agent shall in good faith and in a commercially reasonable manner determine are attributable to the Warrants. Such deduction by the Issuer shall not constitute an Event of Default under Condition 11.

For the avoidance of doubt, neither the Issuer, the Trustee nor the Guarantor (if applicable) shall be liable for any Related Expenses and Warrantholders shall be liable to pay the Related Expenses attributable to their Warrants.

"**Expenses**" means Exercise 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 depository 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:

- (i) the issue, transfer or enforcement of the Warrants;
- (ii) any payment (or delivery of assets) to Warrantholders;
- (iii) a person or its agent's assets or any rights, distributions of dividends appertaining to such assets (has such an investor (or agent) purchased, owned, held, realised, sold or otherwise disposed of assets) in such a number as the Calculation Agent, in good faith and in a commercially reasonable manner, may determine to be appropriate as a hedge or related trading position in connection with the Warrants; or
- (iv) any of the Swap Counterparty's or any Affiliate's other hedging arrangements in connection with the Warrants.

**"Relevant Date"** in respect of any Warrant means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or, in the case of materialised Warrants (if earlier) the date seven days after that on which notice is duly given to the Warrantholders that, upon further presentation of the Warrant, being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

**"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, capital gains, or, for the avoidance of doubt, 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) together with any interest, additions to tax or penalties.

## 11. Events of Default

- (a) The Trustee at its discretion may (subject as provided in sub-paragraph (b) below), and if so requested in writing by the holders of at least 25 per cent. (by number) of the Warrants of any Series then remaining unexercised, or if so directed by an Extraordinary Resolution of such holders, shall, subject in each case to being indemnified and/or secured to its satisfaction, give notice to the Issuer and the Guarantor (if applicable) that the Warrantholders are, and they shall accordingly forthwith become, (unless otherwise specified in the Final Terms) entitled to the Liquidation Proceeds (such occurrence, a **"Warrant Acceleration"**) upon the occurrence of any of the following events (each an **"Event of Default"**):
  - (i) a default is made for a period of 30 days or more in the payment of any sum due or the delivery of the Entitlement deliverable in respect of the Warrants; or
  - (ii) the Issuer fails to perform or observe any of its other obligations under the Warrants or the Trust Deed and (unless such failure is, in the opinion of the Trustee, incapable of remedy in which case no such notice as is referred to in this paragraph shall be required) such failure continues for a period of 45 days (or such longer period as the Trustee may permit) following the service by the Trustee on the Issuer of notice requiring the same to be remedied (and for these purposes, a failure to perform or observe an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time); or
  - (iii) in respect of any other series of Related Warrants, a "Warrant Acceleration" (as defined under the terms and conditions of such Related Warrants) occurs; or
  - (iv) any order is made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer (including, without limitation, the opening of any bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*insolvabilité, liquidation volontaire*)).



*ou judiciaire*), judicial reorganisation (*réorganisation judiciaire*), administrative dissolution without liquidation (*dissolution administrative sans liquidation*), reprieve from payment (*sursis de paiement*), fraudulent conveyance (*actio pauliana*), general settlement with creditors or reorganisation proceedings or similar proceedings affecting the rights of creditors generally) or the appointment of a receiver of the Issuer (including, without limitation, the appointment of any receiver (*curateur*), liquidator (*liquidateur*), auditor (*commissaire*), verifier (*expert-vérificateur*), deputy judge (*juge délégué*) or reporting judge (*juge commissaire*)) save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Warrantholders; or

- (v) in the case of Guaranteed Warrants, the Guarantee ceases to be in full force and effect in respect of the Warrants or notice is given by the Guarantor (if applicable) which would cause the Guarantee to cease to be in full force and effect in respect of such Warrants or is rendered void for any cause or by any means whatsoever or any legislation is introduced the result of which would be to remove the benefit of the Guarantee from the Warrants or terminate or amend the same in a manner (in the opinion of the Trustee) materially adverse to the interests of the Warrantholders, or the Guarantor (if applicable) is unable to perform its obligations thereunder for any reason.
- (b) If an Event of Default occurs by virtue of the operation of Condition 11(a)(iii) above: (i) a Warrant Acceleration for the purposes of the Warrants shall be deemed to have occurred at the same time as the "Warrant Acceleration" (as such expression is defined in the terms and conditions of the relevant Related Warrants) occurred for the purposes of the relevant Related Warrants; and (ii) the Compartment Security constituted by or created pursuant to the Trust Deed and any Additional Security Document shall become enforceable as described in Condition 13 (*Enforcement and Realisation*).
- (c) The Trust Deed provides that the Trustee shall not be under any obligation to monitor whether or not an Event of Default or a Potential Event of Default has occurred or is continuing.

## 12. Definitions

In these Conditions:

**"Actual Exercise Date"** means the Exercise Date 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 4).

**"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.

**"Business Day"** means a day which is both:

- (a) a day (other than Saturday or Sunday) 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 any Additional Business Centre specified in the applicable Final Terms; and
- (b) either (i) in relation to any sum payable in a Specified 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 Specified Currency (any such centre, an **"Additional Business Centre"** and which, if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively); (ii) in relation to any sum payable in euro, a day (a **"T2 Settlement Day"**) on which the real time gross settlement system operated by the Eurosystem or any successor or replacement for that system (the **"T2"** or the **"T2 System"**) (or, if such system ceases to be operative,

such system (if any) determined by the Calculation Agent to be a suitable replacement) is open; or (iii) for the purposes of making payments 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).

**"Entitlement"** means in relation to a Physical Delivery Warrant or if Units are specified in the applicable Final Terms, each Unit, as the case may be, the quantity of the Relevant Asset or the Relevant Assets, as the case may be, which a Warrantholder is entitled to receive on the Settlement Date in respect of each such Warrant or Unit, as the case may be, following payment of the Exercise Price (and any other sums payable) rounded down as provided in Condition 4(d)(i), as determined by the Calculation Agent including any documents evidencing such Entitlement.

**"Exercise Price"** means the exercise price(s) specified in the applicable Final Terms.

**"Expenses"** means all costs, taxes, duties and/or expenses including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the delivery of the Entitlement.

**"Expiration Date"** means in the case of American Style Warrants the last day of the Exercise Period or, in the case of European Style Warrants, the Exercise Date.

**"fair market value"** means the fair market value as determined by the Calculation Agent (unless otherwise specified).

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

**"Relevant Asset"** means the Relevant Asset specified in the applicable Final Terms, or where applicable;

**"Relevant Jurisdiction"** means the country in which (as the case may be) the Shares, the Shares relating to the depositary receipts, the Fund or the Fund Units or the Debt Securities are issued (or in which the issuer of such Shares or Fund Units is incorporated) or the Index is based, as specified in the applicable Final Terms; and

**"Settlement Date"** means unless specified otherwise in the applicable Final Terms:

- (a) in relation to Cash Settled Warrants:
  - (i) (other than in respect of Inflation Linked Warrants) in relation to each Actual Exercise Date, (A) where Averaging is not specified in the applicable Final Terms, the fifth Business Day following the Valuation Date, provided that if the Warrants are Index Linked Warrants relating to a Basket of Indices, Share Linked Warrants relating to a Basket of Shares, GDRs and/or ADRs, Debt Linked Warrants relating to a Basket of Debt Securities, Commodity Linked Warrants relating to a Basket of Commodities or Commodity Indices, Fund Linked Warrants relating to a Basket of fund shares, Underlying Interest Rate Linked Warrants, ETI Linked Warrants relating to a Basket of ETIs and the occurrence of a Disrupted Day has resulted in a Valuation Date for one or more Indices, Shares, GDRs and/or ADRs, Debt Securities, Commodities or Commodity Indices, Fund Shares or ETIs, 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, GDR or ADR, Debt Security, Commodity or Commodity Index, Fund Share or ETI, as the case may be, or (B) where 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 Linked Warrants relating to a Basket of Indices, Share Linked Warrants relating to a Basket of Shares, GDRs and/or ADRs, Debt Linked Warrants relating to a basket of Debt Securities, Commodity Linked Warrants relating to a basket of Commodities or Commodity Indices, Fund Linked Warrants relating to a Basket of Fund Shares, Underlying Interest Rate Linked Warrants relating to a basket of

Underlying Interest Rates, ETI Linked Warrants relating to a basket of ETIs and the occurrence of a Disrupted Day has resulted in an Averaging Date for one or more Indices, Shares, GDRs and/or ADRs, Debt Securities, Commodities or Commodity Indices, Fund Shares or ETIs 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, GDR and/or ADR, Debt Security, Commodity or Commodity Index, Fund Share or ETI or Reference Entity, as the case may be; or

- (ii) in respect of Inflation Linked Warrants, the date as specified in the applicable Final Terms; and

- (b) in relation to Physical Delivery Warrants, the date specified as such in the applicable Final Terms.

### **13. Enforcement and Realisation**

Upon the occurrence of a Warrant Acceleration under Condition 11, the Compartment Security constituted by or created pursuant to the Trust Deed and any Additional Security Document relating to a Series of Warrants and any Related Warrants and the Compartment to which such Series relates, shall become enforceable. The Trustee may enforce the Compartment Security at any time after it has become enforceable but is only obliged to enforce the Compartment Security if directed to do so by (a) (where the Instructing Party is the Warrantholder) either a direction in writing by Warrantholders of at least 25 per cent. (by number) of the relevant Series of Warrants or by an Extraordinary Resolution of the Warrantholders; or (b) (where the Instructing Party is the Swap Counterparty) a written direction of the Swap Counterparty. The Trustee or any appointee or receiver appointed thereby may enforce the security by one or more of the following:

- (i) endeavouring to sell or otherwise realise the Charged Assets (including, without limitation, by terminating, closing out or enforcing any Related Agreement or other agreement entered into by the Issuer, the rights of the Issuer in respect of which form part of the Charged Assets) in accordance with the provisions of the Trust Deed; and/or
- (ii) otherwise enforcing the Compartment Security constituted by or pursuant to the Trust Deed and/or any Additional Security Document, in each case, without any liability as to the consequences of any such action and without having regard to the effect of any such action on individual Warrantholders,

provided that the Trustee shall not be required to take any such action without first being indemnified and/or secured to its satisfaction or to do anything which is or may be contrary to any applicable law or regulation.

Only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Secured Parties.

### **14. Meetings of the Warrantholders; Modifications; Waiver; Trustee Determination; Substitution; Entitlement of the Trustee**

- (a) *Meetings of the Warrantholders*

The Trust Deed contains provisions for convening meetings (including by way of conference call or by use of a video conference platform) of Warrantholders of each Series to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Warrants (including these Conditions or the provisions of the Master Trust Terms and the relevant Issue Deed insofar as the same may apply to such Warrants). The quorum at a meeting of the Warrantholders (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 the Warrants for the time being remaining unexercised, or at any adjourned meeting two or more persons being or representing Warrantholders whatever the number of Warrants so held or represented. The quorum at any such meeting for passing an Extraordinary Resolution will be two or more persons holding or representing not less than 50 per cent. (by number) of the Warrants for the time being remaining unexercised or, at any

adjourned such meeting, two or more person holding or representing not less than 10 per cent. (by number) of the Warrants for the time being remaining unexercised. 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 the Warrantholders at such meeting who, being entitled to do so, vote in person or by proxy. An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Warrantholders, whether present or not, except that any Extraordinary Resolution proposed to address a Reserved Matter will only be binding if passed at a meeting of the Warrantholders, the quorum at which shall be persons holding or representing not less than 75 per cent. (by number) of the Warrants for the time being remaining unexercised or, at any adjourned meeting, not less than 25 per cent. (by number) of the Warrants for the time being remaining unexercised.

The holder of a Global Warrant representing all (or part) of the Warrants for the time being outstanding will be treated as being two persons for the purposes of such quorum requirements. A resolution in writing signed by or on behalf of the holders of not less than 90 per cent. (including in the case of a resolution proposed to address a Reserved Matter (as defined in the Trust Deed)) (by number) of the Warrants of such Series for the time being remaining unexercised shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of the Warrantholders.

*The provisions of articles 470-3 to 470-20 of the Luxembourg Act dated 10th August, 1915 on commercial companies, as amended, shall not apply to the Warrants.*

(b) *Modification*

The Trustee may, in respect of each Series, without the consent of the Warrantholders, agree to (i) any modification to any Transaction Document or any other agreement to which the Issuer is a party which is of a formal, minor or technical nature or is made to correct a manifest error; (ii) any modification of any of the provisions of the Trust Deed or any other Transaction Document (other than in respect of a Warrant Reserved Matter) which in the opinion of the Trustee is not materially prejudicial to the interests of the Warrantholders and the holders of any Related Warrants; and (iii) any modification of the provisions of the Trust Deed or any other Transaction Document (other than in respect of a Warrant Reserved Matter) which is made to satisfy any requirement of any stock exchange on which the Warrants are or are proposed to be listed and which, in each case, is not in the opinion of the Trustee materially prejudicial to the interests of the Warrantholders and the holders if any Related Warrants.

Notice of such modification shall be notified by the Issuer to the Warrantholders as soon as practicable thereafter in accordance with Condition 17 unless the Trustee agrees otherwise.

(c) *Waiver*

The Trustee may, in respect of any Series, without the consent of the Warrantholders and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time, but only if and in so far as in its opinion the interests of the Warrantholders and the holders of any Related Warrants shall not be materially prejudiced thereby, waive or authorise, on such terms and conditions as to it shall seem expedient, any breach or proposed breach by the Issuer or (if applicable) the Guarantor of any of the covenants or provisions in the Trust Deed or the Conditions or determine that any Event of Default or Potential Event of Default shall not be treated as such provided always that the Trustee shall not exercise any powers conferred on it by this Condition 14(c) in respect of any Warrant Reserved Matter or in contravention of any express direction given by an Extraordinary Resolution of the Warrantholders and an Extraordinary Resolution of the holders of each series of any Related Warrants, but no such direction shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination shall be binding on the Warrantholders of such Series.

Notice of any such waiver, authorisation or determination shall be notified by the Issuer to the Warrantholders as soon as practicable thereafter in accordance with Condition 17 unless the Trustee agrees otherwise.

(d) *Trustee Determination*

If, in the opinion of the Trustee, any modification, waiver, authorisation or determination referred to in paragraphs (b)(ii) or (iii) and (c) of this Condition 14 affects the interests of the holders of any Series of Related Warrants, the Trustee shall agree to such modification, waiver, authorisation or determination only if either (i) it is satisfied that, in its opinion, the interests of the holders of the relevant Series of Related Warrants will not be materially prejudiced thereby or (ii) the holders of the relevant Series of Related Warrants sanction such modification, waiver, authorisation or determination by way of Extraordinary Resolution, each of (i) and (ii) in accordance with the Conditions of the relevant Series of Related Warrants.

(e) *Substitution*

The Trust Deed contains provisions permitting the Trustee, subject to the further conditions set out in the Trust Deed and such amendment of the Trust Deed and other conditions as the Trustee may require, but without the consent of the holders of the relevant Series of Warrants, unless Issuer Substitution is specified as not applicable in the applicable Final Terms, to agree with the Issuer and the Guarantor (if applicable) to the substitution, in respect of any Series of Warrants, in place of the Issuer (or of the previous substitute), as the principal debtor under the Warrants of such Series, or, when applicable, the Guarantor, as guarantor of the payment obligations of the Issuer under the relevant Series of Warrants, of any other company (such substituted company being hereinafter called the "**Substitute Company**").

Not later than 14 days after the execution of such amendment and compliance with such conditions as aforesaid, the Substitute Company shall give notice thereof in a form previously approved by the Trustee to the relevant Warrantholders in the manner provided in accordance with Condition 17.

(f) *Entitlement of the Trustee*

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Warrantholders as a class and shall not have regard to the consequences of such exercise for any particular Warrantholder and the Trustee shall not be entitled to require, nor shall any Warrantholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual holders of such Warrants.

**15. Further Warrants and Related Warrants**

The Issuer may from time to time without the consent of the Warrantholders (but provided that the Trustee is satisfied that the restrictions set out in this Condition 15 will be complied with), create and issue:

- (a) further Warrants ("**Further Warrants**") having the same terms and conditions as the Warrants in all respects (or in all respects except for the Issue Date and issue price) and so that the same shall be consolidated and form a single series with such Warrants; and
- (b) where the relevant Compartment is specified in the applicable Final Terms to be a Compartment through which more than one Series of warrants may be issued (a "**Multi-Series Compartment**"), Related Warrants,

provided that (unless otherwise approved by an Extraordinary Resolution of the Warrantholders, and an Extraordinary Resolution (as defined under the terms and conditions of such Related Warrants) in respect of the holders of each Series of Related Warrants (if any) then outstanding under the relevant Compartment immediately prior to the date on which such Further Warrants or Related Warrants are to be issued)

- (i) in the case of Further Warrants, the Issuer provides additional security for such Further Warrants that comprises assets that are fungible with, and have the same proportionate composition as, the Charged Assets in respect of the relevant existing Warrants and that has an aggregate principal amount at least equal to the product

of (i) the principal amount of such existing security and (ii) a fraction, the numerator of which is the number of the Further Warrants and the denominator is the aggregate number of the existing Warrants;

- (ii) in the case of Related Warrants, where there are Compartment Assets for the existing Warrants, (A) where the Compartment Asset Coverage Test is not specified to be applicable in the applicable Final Terms, the Issuer provides additional security for such Related Warrants that comprises assets that are fungible with, and have the same proportionate composition as, the Compartment Assets in respect of the relevant existing Warrants and that has an aggregate principal amount at least equal to the product of (1) the principal amount of such existing security and (2) a fraction, the numerator of which is the Aggregate Outstanding Issue Amount of the Related Warrants and the denominator is the sum of the Aggregate Outstanding Issue Amount of the existing Warrants and Aggregate Outstanding Issue Amount of any existing Related Warrants or (B) where the Compartment Asset Coverage Test is specified to be applicable in the applicable Final Terms, the Issuer provides additional security for such Related Warrants (including Compartment Assets) so that the Compartment Asset Coverage Test is not breached; and
- (iii) in the case of Further Warrants, the Issuer enters into an additional and/or supplemental agreement varying the terms of the relevant Swap Agreement, Repurchase Agreement or Deposit Agreement, as applicable, to take account of the Further Warrants on terms no less favourable than those of the Swap Agreement, Repurchase Agreement or Deposit Agreement, as applicable.

In the event that any Series of Related Warrants is redeemed other than pursuant to a Warrant Acceleration (as such expression is defined under the terms and conditions of such Related Warrants), the Issuer (or any Disposal Agent) shall be entitled, notwithstanding any provision to the contrary, to modify the composition or, if appropriate, the terms of the Compartment Assets so as to ensure that such redemption does not cause a breach of the Compartment Asset Coverage Test if specified as applicable, in each case, in the applicable Final Terms.

Any Further Warrants shall be constituted and secured by a supplemental trust deed and the Related Warrants shall be constituted and secured by the Trust Deed and the Warrants and the Further Warrants shall be secured by the same Charged Assets. References in these Conditions to "**Warrants**" and "**Charged Assets**" shall be construed accordingly.

Where the applicable Final Terms do not specify that the relevant Compartment is a Multi- Series Compartment, references in these Terms and Conditions to Related Warrants or the holders of Related Warrants, as the case may be, shall not be applicable and these Terms and Conditions shall be construed accordingly.

## **16. Removal, Indemnification and Obligations of the Trustee**

The Trust Deed contains provisions for the appointment, retirement and removal of the Trustee. The Issuer shall as soon as practicable after the appointment of a new trustee notify the Warrantholders of such appointment in accordance with Condition 17.

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility including for the exercise of any voting rights in respect of the Compartment Assets or for the value, validity, sufficiency and enforceability (which the Trustee has not investigated) of the Compartment Security created over the Charged Assets. The Trustee is not obliged to take any action under the Trust Deed, the Warrants or otherwise unless indemnified and/or secured to its satisfaction. The Trustee and any affiliate is entitled to enter into business transactions with the Issuer, the Guarantor, any issuer or guarantor (where applicable) of any of the Charged Assets any party other than the Issuer under a Related Agreement (including, without limitation, the Swap Counterparty), or any of their subsidiary, holding or associated companies without accounting to the Warrantholders for profit resulting therefrom.

The Trustee is exempted from liability with respect to any loss or theft or reduction in value (as appropriate) of the Charged Assets from any obligation to insure or to procure the insuring of the Charged Assets (or any documents evidencing, constituting or representing the same or transferring any rights or obligations thereunder) and from any claim arising from the fact that the Charged Assets are held in an account with a clearing agent in accordance with that relevant clearing agent's rules or otherwise held in safe custody by the Custodian or any custodian whether or not selected by the Trustee (in each case, if applicable). The Trustee is not responsible for supervising the performance by (i) the Issuer of its own obligations and (ii) any other person of their obligations to the Issuer.

For the purposes of this Condition 16, each of the Issuer and, as the case may be, the Guarantor expressly accepts and confirms, for the purposes of articles 1278 and 1281 of the Luxembourg civil code, that notwithstanding any assignment, transfer and/or novation permitted under and made in accordance with the provisions of the Trust Deed or any agreement referred to therein to which the Issuer and, as the case may be, the Guarantor are party, any security created or guarantee given under the Trust Deed shall be reserved for the benefit of the new trustee (for itself and for the benefit of each other Secured Party).

## **17. Notices**

All notices regarding the Warrants shall be valid if: (a) in the case of Warrants represented by a Global Warrant, delivered to Euroclear and/or Clearstream, Luxembourg for communication by them to the Warrantholders; (b) so long as any Warrants are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of such stock exchange or relevant authority so require, in accordance with such rules; or (c) in the case of Registered Warrants if sent by first class mail to the Warrantholders (or the first named of joint Warrantholders) at their respective addresses recorded in the Register. If and for so long as the Warrants are admitted to trading on, and listed on the Official List of the Luxembourg Stock Exchange, and so long as the Luxembourg Stock Exchange so require, notices shall be made available on the Luxembourg Stock Exchange's website, [www.luxse.com](http://www.luxse.com). Any such notice shall be deemed to have been given on the Business Day on which such delivery takes place or, if earlier, the date of such publication, or, if published more than once, on the date of the first such publication.

If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Whilst any of the Warrants are represented by a Global Warrant, such notice may be given by any Warrantholder to the Principal Warrant and Certificate Agent or the Registrar (as applicable) via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Warrant and Certificate Agent or the Registrar (as applicable) and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

## **18. Adjustments for European Monetary Union**

The Issuer may, without the consent of the Warrantholders or the Trustee, on giving notice to the Warrantholders in accordance with Condition 17 (*Notices*):

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

The election will have effect as follows:

- (v) where the Settlement Currency of the Warrants 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 Calculation Agent may decide, and as may be specified in the notice, and after the Adjustment Date, all payments of the Cash Settlement Amount in respect of the Warrants will be made solely in euro as though references in the Warrants to the Settlement Currency were to euro;

- (vi) where the Exchange Rate and/or any other terms of these 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 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
- (vii) such other changes shall be made to these Conditions as the Calculation Agent may decide 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 and/or any other terms of these Conditions and/or the applicable Final Terms as the Calculation Agent, in good faith and in a commercially reasonable manner, 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 and/or such other terms of these Conditions.

Notwithstanding the foregoing, none of the Issuer, the Guarantor (if any), the Calculation Agent, the Principal Warrant and Certificate Agent and the Trustee shall be liable to any Warrantholder 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 these Conditions, the following expressions have the following meanings:

**"Adjustment Date"** means a date specified by the Issuer in the notice given to the Warrantholders 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

**"Settlement Currency"** shall be the currency specified as such in the applicable Final Terms.

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

## 19. **Contracts (Rights of Third Parties) Act 1999**

The Warrants shall not confer on a third party any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Warrants, but this does not affect any right or remedy of a third party which may exist or is available apart from that Act.

## 20. **Governing Law and Submission to Jurisdiction**

- (a) The Master Trust Terms and the Issue Deed (save to the extent that the Master Trust Terms and/or the Issue Deed relates to security interests created over assets located or deemed to be located in Luxembourg), the Agency Agreement, the Warrants, (and any non-contractual obligations arising out of or in connection with such documents) are (or, as the case may be, shall be) governed by, and shall be construed in accordance with, English law.



- (b) The courts of England are to have exclusive jurisdiction to settle any disputes which may directly or indirectly, arise out of or in connection with the Warrants (including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed and the Warrants) (a "**Dispute**") and each of the Issuer, the Trustee and each Warrantholder (by its acquisition of a Warrant) is deemed to submit to the exclusive jurisdiction of the English courts.
- (c) The Issuer and each Warrantholder (by its acquisition of a Warrant) waive any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (d) The Issuer appoints BNP Paribas, London Branch, of 10 Harewood Avenue, London NW1 6AA (Attention: the Loan Administration Department), as its agent for service of process, and undertakes that, in the event of BNP Paribas, London Branch ceasing so to act or ceasing to be registered in England, it will appoint, subject to the prior written approval of the Trustee, another person as its agent for service of process in England in respect of any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Warrants (including Proceedings relating to any non-contractual obligations arising out of or in connection with such Warrants). Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.
- (e) The Issuer has in the Trust Deed submitted to the exclusive jurisdiction of the English courts and has appointed an agent for service of process in terms substantially similar to those set out above.

**TERMS AND CONDITIONS OF THE CERTIFICATES**

*The following are the Terms and Conditions of the Certificates, which will include the additional terms and conditions for payouts for Securities contained in Annex 1, the additional terms and conditions contained in Annex 2 in the case of Index Linked Certificates, the additional terms and conditions contained in Annex 3 in the case of Share Linked Certificates, the additional terms and conditions contained in Annex 4 in the case of Debt Linked Certificates, the additional terms and conditions contained in Annex 5 in the case of Commodity Linked Certificates, the additional terms and conditions contained in Annex 6 in the case of Inflation Linked Certificates, the additional terms and conditions contained in Annex 7 in the case of Currency Linked Certificates, the additional terms and conditions contained in Annex 8 in the case of Fund Linked Certificates, the additional terms and conditions contained in Annex 9 in the case of Underlying Interest Rate Linked Certificates, the additional terms and conditions contained in Annex 10 in the case of Credit Linked Certificates, the additional terms and conditions contained in Annex 11 in the case of ETI Linked Certificates and the additional terms and conditions contained in Annex 12 in the case of Notional Value Repack Certificates (each an "Annex" and together the "Annexes" which may be added from time to time) which will be incorporated by reference into each Global Note and each Definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer(s) at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed upon or attached thereto such Terms and Conditions.*

*The Terms and Conditions of any Certificates will be completed either by the applicable Final Terms or, in circumstances where Certificates are not issued on the basis of this Base Prospectus, by issue specific terms prepared in accordance with any such issue ("**Issue Specific Terms**"). Where the Terms and Conditions of any Certificates are completed by Issue Specific Terms, references herein and in the Annexes to the "Final Terms" shall be deemed to be references to the "Issue Specific Terms" relating to such Certificates.*

*The applicable Final Terms or Issue Specific Terms (or the relevant provisions thereof) will be endorsed on, attached to or incorporated by reference in, each Global Certificate. Reference should be made to the section headed "Form of Final Terms for Certificates" above for a description of the content of Final Terms or Issue Specific Terms, as the case may be, which will specify which of such terms is to apply in relation to the relevant Certificates.*

This Certificate is one of a Series (as defined below) of Certificates issued by SecurAsset S.A. (the "**Issuer**"), a regulated securitisation undertaking within the meaning of the Luxembourg Act dated 22 March 2004 on securitisation, as amended (the "**Securitisation Act 2004**", which term shall include such act as modified, amended or re-enacted from time to time), constituted and secured by relevant issue deed dated the date of issue of the Certificates (the "**Issue Date**") (or in the case of Certificates issued through a Multi-Series Compartment, secured by the issue deed relating to the first series of certificates issued through the relevant Compartment (the "**Original Issue Deed**") and constituted by the Original Issue Deed and an issue deed supplemental to the Original Issue Deed) between, *inter alia*, the Issuer, the Trustee and the persons specified therein as a Swap Counterparty and/or Deposit Counterparty and/or Repo Counterparty (each as defined in Condition 9 (*Compartment Assets*)) (the "**Issue Deed**") which incorporates master trust terms between the Issuer and BNP Paribas Trust Corporation UK Limited (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed (as defined below)) as trustee for the Certificateholders (as defined below) and, where applicable, the holders of any Related Certificates (the "**Master Trust Terms**", together with the Issue Deed and the issue deeds relating to any Related Certificates (which may be expressed to be supplemental to any Original Issue Deed), the "**Trust Deed**"). References herein to the "Issuer" shall include the Substitute Company as defined in Condition 15(e) (*Substitution*), in the case of any substitution of the Issuer in accordance with that Condition.

References herein to the Certificates shall be references to the Certificates of this Series and shall mean:

- (a) Certificates held by a Common Depositary on behalf of Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") and/or Euroclear Bank S.A./N.V. ("**Euroclear**"), and/or any other relevant clearing system ("**Clearing System Certificates**") constituted by a clearing system global Certificate (a "**Clearing System Global Certificate**"); and

- (b) any global Certificate in registered form ("**Registered Global Certificate(s)**") and, together with a Clearing System Global Certificate, each a "**Global Certificate**").

Each Series (and/or Tranche, as the case may be) of Certificates will be either Clearing System Certificates or Registered Certificates issued outside the United States in transactions not subject to the registration requirements of the Securities Act in reliance on the exemption from registration provided by Regulation S.

Clearing System Certificates will on issue be represented by a Clearing System Global Certificate as specified in the applicable Final Terms. Registered Certificates will on issue be represented by a Registered Global Certificate which will be exchangeable for definitive Registered Certificates in certain circumstances set out in such Registered Global Certificate. Interests in a Clearing System Global Certificate may not be exchanged for interests in a Registered Global Certificate and vice versa.

The Certificates have the benefit of an agency agreement dated 6 February 2009, as most recently amended and restated on 20 September 2024 (the "**Agency Agreement**", which expression includes the same as it may be modified and/or supplemented and/or restated from time to time) and made between, *inter alia*, the Issuer, the Trustee, BNP Paribas Financial Markets S.N.C. as calculation agent (the "**Calculation Agent**"), which expression shall include any additional or successor calculation agents specified in the applicable Final Terms, BNP Paribas, Succursale de Luxembourg, as account bank (where specified in the applicable Final Terms) (the "**Account Bank**"), BNP Paribas, Succursale de Luxembourg, as principal warrant and certificate agent, registrar and, where specified in the applicable Final Terms, the custodian and cash manager (the "**Principal Warrant and Certificate Agent**"), the "**Registrar**", the "**Custodian**" and the "**Cash Manager**" respectively, which expressions shall include, in each case, any additional, alternative or successor agents specified in the applicable Final Terms and the other warrant and certificate agents named therein (together with the Principal Warrant and Certificate Agent and the Registrar, the "**Warrant and Certificate Agents**", which expression shall include any additional or successor warrant and certificate agents). The Warrant and Certificate Agents, the Calculation Agent, the Cash Manager and the Custodian shall be referred to collectively herein as the "**Agents**". The Certificates, the Trust Deed, the Agency Agreement (together with any supplements thereto), the Dealer Agreement and any other Related Agreements are together referred to as the "**Transaction Documents**".

The Trustee acts for the benefit of the holders for the time being of the Certificates which expression shall mean, in the case of Clearing System Global Certificates, the Certificateholders and, in the case of Registered Global Certificates, the persons in whose name the Certificates are registered, and shall, in relation to any Certificates represented by a Global Certificate, be construed as provided in Condition 1 below. The Trustee also holds the Compartment Security granted by the Issuer for itself and the other Secured Parties (as defined below).

Any reference herein to "**Euroclear**" and/or "**Clearstream, Luxembourg**" (each term as defined above) shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms, approved by the Issuer, the Guarantor (if applicable), the Trustee, the Principal Warrant and Certificate Agent, the Registrar (in the case of Certificates in registered form ("**Registered Certificates**") only) and, in the case of Certificates listed on the Luxembourg Stock Exchange, the Luxembourg Stock Exchange.

The Final Terms for the Certificates (or other relevant provisions thereof) are set out in the Final Terms that are endorsed on, attached to or incorporated by reference in this Certificate and which complete these terms and conditions (the "**Terms and Conditions**" or the "**Conditions**").

As used herein, "**Tranche**" means Certificates which are identical in all respects, "**Series**" means a Tranche of Certificates together with any further Tranche or Tranches of Certificates which are (a) expressed to be consolidated and form a single series with the original Tranche and (b) identical in all respects except for their respective Issue Dates, Interest Commencement Dates, and/or Issue Prices, as applicable and "**Related Certificates**" means each other series of Certificates issued through the same Compartment as the Certificates where the relevant Compartment is a Multi-Series Compartment (as defined in Condition 17(b)).

Copies of the Master Trust Terms and the Agency Agreement are available for inspection by Certificateholders during normal business hours from the specified offices of the Warrant and Certificate Agents or may be provided by email to a Certificateholder following their prior written request to the relevant Warrant and Certificate Agent and provision of proof of holding and identity (in a form satisfactory to the relevant Warrant and Certificate Agent). Copies of the applicable Final Terms are available for viewing by Certificateholders at [www.luxse.com](http://www.luxse.com) and copies may be obtained from the specified office of the Principal Warrant and Warrant and Certificate Agent save that, if this Certificate is a Private Placement Certificate (as defined below) which has not been offered to the public in Luxembourg, the applicable Final Terms will only be obtainable by a Certificateholder holding one or more such Certificates and such Certificateholder must produce evidence satisfactory to the Issuer, the Trustee and the relevant Warrant and Certificate Agent as to its holding of such Certificates and identity. The Certificateholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed (as such term is defined in the Master Trust Terms). In this paragraph, "**Private Placement Certificate**" means any Certificate that is not (i) offered to the public in the EEA for the purposes of article 1.1 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") (except as specified under Article 1.4 and/or Article 3.2 of the Prospectus Regulation) or (ii) admitted to trading in the EEA for the purposes of article 1.1 of the Prospectus Regulation.

By subscribing to, or otherwise acquiring, the Certificates, each Certificateholder expressly acknowledges and agrees that:

- (a) the Issuer (i) is subject to the Securitisation Act 2004 and (ii) in connection with the Certificates has created a specific Compartment, which Compartment shall be identified by the number and/or name ascribed to it in the applicable Final Terms, to which all assets, rights, claims and agreements relating to the Certificates will be allocated, subject as provided in the applicable Final Terms;
- (b) the provisions with respect to the Order of Priority specified in the applicable Final Terms will apply;
- (c) all payments to be made by the Issuer in respect of the Certificates and the related Swap Agreement (if any) will be made only from and to the extent of the sums received or recovered from time to time by or on behalf of the Issuer or the Trustee in respect of the Charged Assets and, following a Certificate Acceleration in respect of the Certificate, the entitlement of the Certificateholder will be limited to such Certificateholder's *pro rata* share of the proceeds of the relevant Charged Assets applied in accordance with the Order of Priority specified in the applicable Final Terms and not to the assets allocated to other compartments created by the Issuer or to any other assets of the Issuer and, in the case of Guaranteed Certificates, sums obtained on *its* behalf by the Trustee, making a claim under the Guarantee, subject to the terms set out in the applicable Final Terms and the relevant provisions of the Guarantee;
- (d) once all moneys received by the Trustee in connection with the enforcement of the Compartment Security over the Charged Assets have been applied in accordance with the Order of Priority set out in the applicable Final Terms and in the Master Trust Terms, it is not entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished;
- (e) it shall have no right to attach or otherwise seize the Charged Assets (subject as provided above), or any other assets of the Issuer, including, without limitation, any assets allocated to any other compartments of the Issuer; and
- (f) no Certificateholder shall be entitled to petition or take any other step for the liquidation, winding-up or the bankruptcy of the Issuer or any similar proceedings.

Words and expressions defined in the Master Trust Terms or 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, and provided that, in the event of

any inconsistency between the Trust Deed or the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

Certificates may not be exercised, and the securities may not be delivered upon exercise, in the United States or to, or for the account of or benefit of a U.S. Person as defined in Regulation S.

## 1. Type, title and transfer

### (a) *Type*

The Certificates relate to a specified Index or Basket of Indices ("**Index Linked Certificates**"), a specified Share (including a specified depositary receipt (a "**GDR/ADR**")) or Basket of Shares or a basket of GDRs and/or ADRs ("**Share Linked Certificates**"), a specified debt security or basket of debt securities ("**Debt Linked Certificates**"), a specified commodity or commodity index or basket of commodities and/or commodity indices ("**Commodity Linked Certificates**"), a specified inflation index or basket of inflation Indices ("**Inflation Linked Certificates**"), a specified currency or basket of currencies ("**Currency Linked Certificates**"), a specified fund share or unit or basket of fund shares or units, fund indices ("**Fund Linked Certificates**"), underlying interest rate linked certificates ("**Underlying Interest Rate Linked Certificates**"), the credit of a specified reference entity or entities ("**Credit Linked Certificates**"), a specified interest in an exchange traded fund, an exchange traded Certificate, an exchange traded commodity or any other exchange traded product (each an "**exchange traded instrument**") or benefit of interests in exchange traded instruments ("**ETI Linked Certificates**") or any other or further type of Certificates as is specified in the applicable Final Terms including Certificates which relate to any combination of such indices, shares, debt securities, commodities, inflation indices, currencies, fund shares or units, fund indices, underlying interest rates and other asset classes or types ("**Hybrid Certificates**").

If the Certificates are Hybrid Certificates and Hybrid Certificates is specified as applicable in the applicable Final Terms, the terms and conditions of the Certificates will be construed on the basis that in respect of each separate type of Underlying Reference, the relevant terms applicable to each such separate type of Underlying Reference will apply, as the context admits, separately and independently in respect of the relevant type of Underlying Reference, except as specified in the applicable Final Terms. "**Hybrid Business Day**" has the meaning given to such term in the applicable Final Terms.

The Certificates are, to the extent specified in the applicable Final Terms, Fixed Rate Certificates, Floating Rate Certificates or Certificates with interest linked to one or more underlying reference assets or bases ("**Underlying Reference(s)**") specified in the applicable Final Terms such as Index Linked Interest Certificates, Share Linked Interest Certificates, Debt Linked Interest Certificates, Commodity Linked Interest Certificates, Inflation Linked Interest Certificates, Currency Interest Linked Certificates, Fund Linked Interest Certificates, Underlying Interest Rate Linked Interest Certificates, Credit Linked Interest Certificates, ETI Linked Interest Certificates, Dual Currency Linked Interest Certificates or any combination thereof. The Certificates may be Index Linked Redemption Certificates, Share Linked Redemption Certificates, Debt Linked Redemption Certificates, Commodity Linked Redemption Certificates, Inflation Linked Redemption Certificates, Currency Linked Redemption Certificates, Fund Linked Redemption Certificates, Underlying Interest Rate Linked Redemption Certificates, Credit Linked Redemption Certificates, ETI Linked Redemption Certificates, Dual Currency Redemption Certificates or any combination thereof.

Certificates related to a specified commodity or commodity index or basket of commodities or commodity indices, a specified inflation index or basket of inflation indices, specified currency or basket of currencies, a specified fund share or unit or basket of fund shares or units, the credit of a specified reference entity or reference entities, a specified interest rate or basket of interest rates, specified exchange traded instruments or Hybrid Certificates related to any of these asset classes, may not at any time be offered, sold, resold, held, traded, pledged, exercised, settled, transferred or delivered, directly or indirectly, in the United States or to, by or for the account or benefit of, persons that are U.S. persons as defined in Regulation S under the United States Securities Act of 1933, as amended (the "**Securities Act**") or that are not Non-United States Persons as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended.

The applicable Final Terms will indicate whether settlement shall be by way of cash payment ("**Cash Settled Certificates**") or physical delivery ("**Physical Delivery Certificates**"). If Averaging is specified as applying in the applicable Final Terms, the applicable Final Terms will state, amongst other details, the relevant Averaging Dates.

References in these Terms and Conditions, unless the context otherwise requires, to Cash Settled Certificates shall be deemed to include references to (i) Physical Delivery Certificates, which include an option (as set out in the applicable Final Terms) at the Issuer's election to request cash settlement of such Certificate pursuant to Condition 6(b)(ii) and where settlement is to be by way of cash payment, and (ii) Physical Delivery Certificates where settlement is to be automatically varied to be by way of a cash payment pursuant to Condition 6(b)(ii). References in these Terms and Conditions, unless the context otherwise requires, to Physical Delivery Certificates shall be deemed to include references to Cash Settled Certificates which include an option (as set out in the applicable Final Terms) at the Issuer's election to request physical delivery of the relevant underlying asset in settlement of such Certificate pursuant to Condition 6(b)(ii) and where settlement is to be by way of physical delivery.

Certificates may, if specified in the applicable Final Terms, allow Certificateholders to elect for settlement by way of cash payment or by way of physical delivery or by way of a combination of cash payment and physical delivery. Those Certificates where the relevant Certificateholder has elected for cash payment will be Cash Settled Certificates and those Certificates where the relevant Certificateholder has elected for physical delivery will be Physical Delivery Certificates. The rights of a Certificateholder as described in this paragraph will be subject to the Issuer's right to vary settlement and will be subject to the Issuer's right to substitute assets or pay the Alternate Cash Redemption Amount (as defined below) in lieu of physical delivery in accordance with Condition 6(b)(iii).

(b) *Title to Certificates*

In the case of Certificates represented by a Clearing System Global Certificate held by a Common Depository on behalf of 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 Certificates (in which regard any certificate or other document issued by the relevant Clearing System 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 Trustee, the Guarantor, if any, and the relevant Warrant and Certificate Agent as the Certificateholder of such amount of Certificates for all purposes (and the expressions "**Certificateholder**" and "**Holder of Certificates**" and related expressions shall be construed accordingly).

(c) *Title to Registered Certificates*

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) (each a "**Certificateholder**") shall be treated by the Issuer, the Guarantor (if any), the Trustee and any Warrant and Certificate Agent as the holder of such amount of such Certificates for all purposes other than with respect to the payment of cash settlement amounts and/or interest with respect to such Certificates for which purpose the registered holder (as shown in the register kept at the principal office of the Registrar (the "**Register**"), provided that, for these and for all other purposes hereunder and notwithstanding any provision to the contrary, in the event of any differences between the information contained in the Register and that contained in the Issuer Register (as defined in the Agency Agreement), the Issuer Register shall prevail) of the relevant Registered Global Certificate shall be treated by the Issuer, the Guarantor (if any), the Trustee and any Warrant and Certificate

Agents as the holder of such amount of such Certificates in accordance with and subject to the terms of the relevant Registered Global Certificate.

Without limitation to the foregoing, in determining whether a particular person is entitled to a particular amount of Certificates as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

In the case of definitive Registered Certificates, the Issuer shall cause to be kept at the principal office of the Registrar, a Register on which shall be entered the names and addresses of all Certificateholders, the amount and type of the Certificates held by each Certificateholder and details of all transfers of the Certificates. Each person who is for the time being shown in the Register as the holder of a particular amount of Certificates (each a "**Certificateholder**") shall (except as otherwise required by law) be treated as the absolute owner of such amount of Certificates 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.

(d) *Transfers of Interests in Global Certificates*

Subject as set forth in this Condition, all transactions (including permitted transfers of Certificates) in the open market or otherwise must be effected, in the case of Clearing System Certificates, subject to and in accordance with the rules and procedures for the time being of the relevant Clearing System(s). Title will pass upon registration of the transfer in the books of the relevant Clearing System.

Any reference herein to Clearstream, Luxembourg and/or Euroclear 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, the Trustee, the Registrar, the Principal Warrant and Certificate Agent and the Warrant and Certificate Agent from time to time and notified to the relevant Certificateholders in accordance with Condition 19.

(A) *Transfers of Clearing System Certificates*

*Transfers of Certificates to a person who takes delivery in the form of Certificates represented by a Global Certificate 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 Certificates represented by a Global Certificate, from a Holder of Certificates represented by a Global Certificate, to a non-U.S. person in an offshore transaction pursuant to Regulation S; and
- (b) in each case, in accordance with any applicable rules and regulations of the Principal Warrant and Certificate Agent, the relevant Clearing System.
- (ii) The Certificateholder must send 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.  
  
Separate payment arrangements are required to be made between the transferor and the transferee.
- (iii) On the transfer date:
  - (a) the relevant Clearing System will debit the account of its participant; and

- (b) the relevant Clearing System or the Certificateholder, as the case may be, will instruct the Principal Warrant and Certificate 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.

Upon any such transfers, on the transfer date the Principal Warrant and Certificate Agent, will increase or decrease, if appropriate, the number of Certificates represented by the relevant Global Certificate, whereupon the number of Certificates represented by such Global Certificate shall be increased or decreased, if appropriate, for all purposes by the number so transferred and endorsed.

(B) *Transfers of Registered Global Certificates*

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.

(e) *Transfers of interests in definitive Registered Certificates*

Title to definitive Registered Certificates will pass upon the registration of transfers in accordance with the provisions of the Agency Agreement. A definitive Registered Certificate 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 3 to the Agency Agreement, the Registrar should enter the name of the transferee in the Register for the definitive Registered Certificates as the Certificateholder of the Registered Certificate specified in the form of transfer.

Certificateholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum determined by the Calculation Agent 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.

(f) *Registration of transfer upon partial redemption*

In the event of a partial redemption of Certificates under Condition 8 (*Redemption, Purchases and Cancellation*), the Issuer shall not be required to register the transfer of any Registered Certificate, or part of a Registered Certificate, called for partial redemption.

**2. Status of the Certificates; Guaranteed Certificates**

(a) *Status of the Certificates*

The Certificates are secured, limited recourse obligations of the Issuer, ranking *pari passu* without any preference among themselves which are secured in the manner described in Condition 9 (*Compartment Assets*) and recourse in respect of which is limited in the manner described in Condition 9 (*Compartment Assets*).



Unless Waiver of Set-Off is specified as not applicable in the applicable Final Terms, no Certificateholder may at any time exercise or claim any Waived Set-Off Rights against any right, claim, or liability the Issuer (or, the Guarantor) has or may have or acquire against such holder, directly or indirectly, howsoever arising (and, for the avoidance of doubt, including all such rights, claims and liabilities arising under or in relation to any and all agreements or other instruments of any sort or any non-contractual obligations, in each case whether or not relating to such Certificate) and each such holder shall be deemed to have waived all Waived Set-Off Rights to the fullest extent permitted by applicable law in relation to all such actual and potential rights, claims and liabilities.

For the avoidance of doubt, nothing in this Condition 2(a) is intended to provide or shall be construed as acknowledging any right of deduction, set-off, netting, compensation, retention or counterclaim or that any such right is or would be available to any holder of any Certificate but for this Condition 2(a).

For the purposes of this Condition 2(a), "**Waived Set-Off Rights**" means any and all rights of or claims of any Certificateholder for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any such Certificate.

(b) *Guaranteed Certificates*

If the Certificates are "**Guaranteed Certificates**" as specified in the applicable Final Terms, and subject to the satisfaction of the conditions set out therein and in the relevant provisions of the Trust Deed applicable to such Certificates, the payment obligations of the Issuer in respect of such Guaranteed Certificates will have the benefit of a guarantee (the "**Guarantee**") in favour of the Trustee (for itself, and as trustee for holders of such Guaranteed Certificates) made by BNP Paribas (in such capacity, the "**Guarantor**").

The obligations of BNP Paribas as Guarantor under any Guarantee are senior preferred (within the meaning of Article L.613-30-3-I-3° of the French Code *monétaire et financier*) and unsecured obligations of the Guarantor and will rank pari passu with all its other present and future senior preferred and unsecured obligations, subject to such exceptions as may from time to time be mandatory under French law.

(c) *Subrogation of the Guarantor*

Under the Guarantee, the Guarantor will be subrogated to any rights of the holders of the Guaranteed Certificates and the Trustee against the Issuer to the fullest extent permitted by applicable law and to the extent of such payment in respect of amounts due in respect of the Certificates which have been paid by the Guarantor under the Guarantee.

### 3. **Restrictions**

(a) The Issuer has covenanted in the Trust Deed that, *inter alia*, so long as any of the Certificates remains outstanding, it will not, without the prior written consent of the Trustee:

(i) engage in any activity or do anything whatsoever, except:

- (A) issue instruments which are subject to the Securitisation Act 2004 and the enforcement and limited recourse provisions of the Trust Deed or any other relevant agreement ("**Permitted Instruments**", provided that such term shall include, without limitation, Related Agreements, notes, warrants, Certificates, Further Certificates and Related Certificates (each as defined below));
- (B) otherwise incur indebtedness (any such indebtedness, "**Permitted Indebtedness**") in respect of moneys borrowed or raised where such indebtedness is incurred on terms that it is subject to, and in compliance with, the Securitisation Act 2004 and/or is secured on assets or other property which are not part of the Charged Assets and on terms which provide for the extinguishment of all claims in respect of such indebtedness after application of the proceeds of the assets or property on which such indebtedness is secured;

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- (C) enter into any deed or agreement of any kind related to any Permitted Instrument or Permitted Indebtedness, but provided always other than in the case of any Related Certificates that any such deed or agreement is entered into on terms that the obligations of the Issuer thereunder relate to a compartment of specified assets of the Issuer (other than its share capital) which does not form part of the Charged Assets and on terms which provide for extinguishment of all claims in respect of such obligations after application of the assets on which such indebtedness is secured;
- (D) acquire, or enter into any agreement constituting, the collateral in respect of any Permitted Instrument or the assets securing any Permitted Indebtedness to enable it to discharge its obligations under such Permitted Instrument or Permitted Indebtedness;
- (E) perform its obligations under each Permitted Instrument or Permitted Indebtedness, or any deed or agreement incidental to the issue and constitution of, or the granting of security for, any Permitted Instrument or Permitted Indebtedness;
- (F) enforce any of its rights whether under any deed or agreement entered into in relation to any Permitted Instrument or Permitted Indebtedness;
- (G) perform any act incidental to or necessary in connection with any of the above; or
- (H) as permitted by the Conditions;
- (ii) have any subsidiaries;
- (iii) have any employees;
- (iv) dispose of any of its property or other assets or any part thereof or interest therein (subject (A) to this subparagraph (a) and (B) as provided in the terms and conditions relating to any Permitted Instrument or the terms and conditions relating to any Permitted Indebtedness);
- (v) issue any further fungible Certificates or Related Certificates unless the trustee and/or guarantor thereof is the same person as, respectively, the Trustee and/or, as the case may be, the Guarantor for the Certificates;
- (vi) pay any dividend or make any other distribution to its members other than in respect of any shares issued by SecurAsset S.A. acting through a compartment where such dividend or other distribution is funded solely from the profits of such compartment in accordance with the articles of association of the Issuer;
- (vii) guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others;
- (viii) pledge its assets for the benefit of any other entity or make any loans or advances to any entity (other than in connection with or in respect of Permitted Instruments and Permitted Indebtedness); or
- (ix) consolidate or merge with any other person.
- (b) The Issuer has covenanted in the Trust Deed that, *inter alia*, save with the prior written consent of the Trustee, the Issuer shall, so long as any of the Certificates remains outstanding:
  - (i) maintain proper books and records, accounts and financial statements for each Compartment and for the Issuer;
  - (ii) hold itself out as a separate entity, conduct its business in its own name and maintain an arm's length relationship with its affiliates (if any);

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- (iii) notify the Trustee in writing immediately on becoming aware of the occurrence of any Event of Default or Potential Event of Default or the proposed mandatory redemption of any Certificate;
- (iv) provide the Trustee with certain certificates within specified timeframes that no Event of Default or Potential Event of Default has occurred since the Certification Date of the last certificate or the date of the Trust Deed, or, if such an event has occurred, giving details of it;
- (v) for each Series send to the Trustee at least 48 hours (if practicable) before it is to be issued the form of each notice to be given to the Certificateholders and, once given, two copies of each such notice;
- (vi) forthwith upon request by the Trustee give notice to the Certificateholders of any Series of any unconditional payment to the Principal Warrant and Certificate Agent or the Trustee of any sum due in respect of the Certificates of such Series made after the due date for such payment;
- (vii) in relation to each Series:
  - (A) comply and procure that each of the parties thereto complies with its obligations under the Agency Agreement, any Swap Agreement, any Deposit Agreement or any Repurchase Agreement; and
  - (B) procure that any Swap Counterparty gives the Trustee notice of any substitution of the Compartment Assets with substitute securities or cash substitute in accordance with the terms of Condition 9(f) (*Compartment Assets substitution by Swap Counterparty*);
- (viii) not commingle its assets with those of any other entity; and
- (ix) observe all formalities required by its memorandum and articles of association (including maintaining adequate capital for its operations).

### 4. Interest

#### (a) *Interest on Fixed Rate Certificates*

Each Fixed Rate Certificate bears interest from (and including) the Interest Commencement Date at the rate(s) specified per annum (or otherwise) equal to the Rate(s) of Interest. Interest will accrue in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date) to (but excluding) the next (or first) Interest Period End Date (each such latter date the "**Interest Period End Final Date**" for the relevant Interest Period)). Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Redemption Date. If an Interest Payment Date falls after the Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date. If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day on the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) the Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or
- (ii) the Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest

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Period End Date or Interest Payment Date, as the case may be shall be brought forward to the immediately preceding Business Day; or

- (iii) the Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

If no Business Day Convention is specified as applicable to an Interest Period End Date in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) the Interest Period End Final Date in respect of such Interest Period, will amount to the Fixed Interest Amount.

Interest shall be calculated by applying the Rate of Interest to: (1) in the case of Fixed Rate Certificates which are represented by a Global Certificate, the aggregate outstanding Notional Amount of the Fixed Rate Certificates represented by such Global Certificate; or (2) in the case of Fixed Rate Certificates in definitive form, the Calculation Amount, and, if a Day Count Fraction is specified in the applicable Final Terms, multiplying such sum by the applicable Day Count Fraction. The resultant figure shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention; or in the case of Dual Currency Linked Interest Certificates, converting the resulting figure into the Settlement Currency as provided in Condition 4(m) below.

"**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.

### (b) *Interest on Floating Rate Certificates*

#### (i) *Interest Period End Dates and Interest Payment Dates*

Each Floating Rate Certificate pays interest in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date to (but excluding) the next (or first) Interest Period End Date (each such latter date the "**Interest Period End Final Date**" for the relevant Interest Period)). For the purposes of this Condition 4(b), "**Interest Period End Date**" shall mean either:

- (A) the specified Interest Period End Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Interest Period End Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Period End Date or, in the case of the first Interest Period End Date, after the Interest Commencement Date.

Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Redemption Date. If an Interest Payment Date falls after an Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date.

If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day in the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 4(b)(i)(B) above, the Floating Rate Convention, such Interest Period End Date or

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Interest Payment Date, as the case may be, (I) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (2) below shall apply *mutatis mutandis* or (II) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (aa) such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day and (bb) each subsequent Interest Period End Date or Interest Payment Date, as the case may be, shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Period End Date or Interest Payment Date, as the case may be, occurred; or

- (2) the Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or
- (4) the Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

In these Conditions, "**Business Day**" means a day which is both:

- (a) a day (other than Saturday or Sunday) 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 any Additional Business Centre specified in the applicable Final Terms; and
- (b) either (i) 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) or (ii) in relation to any sum payable in euro, a day (a "**T2 Settlement Day**") on which the real time gross settlement system operated by the Eurosystem or any successor or replacement for that system (the "**T2**" or the "**T2 System**") (or, if such system ceases to be operative, such system (if any) determined by the Calculation Agent to be a suitable replacement) (the "**T2**" or the "**T2 System**") is open or (iii) for the purposes of making payments 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).

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Certificates will be determined in the manner specified in the applicable Final Terms.

(iii) *Determination of Rate of Interest and Calculation of Interest Amount*

The Calculation Agent will, on or as soon as practicable after each date on which the Rate of Interest is to be determined (the "**Interest Determination Date**"), determine the Rate of Interest (subject to any Minimum Interest Rate or Maximum Interest Rate specified in the applicable Final Terms) for the relevant Interest Period. The Calculation Agent will notify

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the Principal Warrant and Certificate Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Calculation Agent will calculate the amount of interest (the "**Interest Amount**") payable on the Certificates for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Certificates which are represented by a Global Certificate, the aggregate outstanding Notional Amount of the Certificates represented by such Global Certificate; or
- (B) in the case of Floating Rate Certificates in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the Day Count Fraction (if any) specified in the applicable Final Terms and rounding the resultant figure to the nearest sub-unit (as defined above) of the relevant Specified Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with the applicable market convention and, in the case of Dual Currency Linked Interest Certificates, converting the resulting figure into the Settlement Currency as provided in Condition 4(m) below.

**"Day Count Fraction"** means in respect of the calculation of an amount of interest for any Interest Period, Premium Amount Period or AER Calculation Period (each a "**Calculation Period**"):

- (A) if "**Actual/Actual (ICMA)**" is specified in the applicable Final Terms:
  - (i) in the case of Certificates where the number of days in the relevant period from (and including) the most recent Interest Period End Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
  - (ii) in the case of Certificates where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (x) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and
    - (y) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;
- (B) if "**Actual/Actual (ISDA)**" or "**Actual/Actual**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (C) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;

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- (D) if "**Actual/365 (Sterling)**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of a Calculation Period falling in a leap year, 366;
- (E) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;
- (F) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

Day Count Fraction =

$$\frac{[360x(Y_2-Y_1)] + [30x(M_2-M_1)] + (D_2-D_1)}{360}$$

where:

"**Y1**" is the year expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 31 in which case D1, will be 30; and

"**D2**" is the calendar day expressed as a number immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

- (G) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\frac{[360x(Y_2-Y_1)] + [30x(M_2-M_1)] + (D_2-D_1)}{360}$$

Day Count Fraction =

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31 in which case D1, will be 30; and

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"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30;

- (H) if "**30E/360 (ISDA)**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[(360 \times Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Redemption Date or (ii) such number would be 31 in which case D2 will be 30.

- (I) if "**1/1**" is specified in the applicable Final Terms, the Day Count Fraction shall be equal to 1.

"**Determination Date(s)**" means the date(s) specified in the applicable Final Terms;

"**Determination Period**" means each period from (and including) a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the Interest Period End Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);

"**Reference Rate Fallback Event**" means, in relation to any Screen Page Reference Rate or AER Reference Rate, as applicable, any of the following, as determined by the Calculation Agent:

- (i) the Screen Page Reference Rate or AER Reference Rate, as applicable, ceasing to exist or ceasing to be published for a period of at least six (6) consecutive Business Days or having been permanently or indefinitely discontinued;
- (ii) the making of a public statement or publication of information (provided that, at the time of any such event, there is no successor administrator that will provide the Screen Page Reference Rate) by or on behalf of (i) the administrator of the Screen Page Reference Rate or AER Reference Rate, as applicable, or (ii) the supervisor, insolvency official, resolution authority, central bank or competent court having jurisdiction over such administrator stating that (x) the administrator has ceased or will cease permanently or indefinitely to provide the Screen Page Reference Rate or AER Reference Rate, as applicable, (y) the Screen Page Reference Rate or AER



Reference Rate, as applicable, has been or will be permanently or indefinitely discontinued, or (z) the Screen Page Reference Rate or AER Reference Rate, as applicable, has been or will be prohibited from being used or that its use has been or will be subject to restrictions or adverse consequences, either generally, or in respect of the Certificates, provided that, if such public statement or publication mentions that the event or circumstance referred to in (x), (y) or (z) above will occur on a date falling later than three (3) months after the relevant public statement or publication, the Reference Rate Fallback Event shall be deemed to occur on the date falling three (3) months prior to such specified date (and not the date of the relevant public statement);

- (iii) it has or will prior to the next Interest Determination Date (as applicable), become unlawful for the Calculation Agent or any other party responsible for determining the Screen Page Reference Rate or AER Reference Rate, as applicable, to calculate any payments due to be made to any Certificateholder using the Screen Page Reference Rate or AER Reference Rate, as applicable (including, without limitation, under BMR, if applicable); or
- (iv) the making of a public statement or publication of information that any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Screen Page Reference Rate or AER Reference Rate, as applicable, or the administrator of the Screen Page Reference Rate or AER Reference Rate, as applicable, has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the use of the Screen Page Reference Rate or AER Reference Rate, as applicable, is not or will not be permitted under any applicable law or regulation, such that the Calculation Agent or any other party responsible for determining the Screen Page Reference Rate or AER Reference Rate, as applicable, is unable to perform its obligations in respect of the Certificates.

A change in the methodology of the Screen Page Reference Rate or AER Reference Rate, as applicable, shall not, absent the occurrence of one of the above, be deemed a Reference Rate Fallback Event.

Notwithstanding the foregoing, where the applicable Final Terms specifies that the relevant Day Count Fraction is "**unadjusted**", the Calculation Period and the Interest Amount payable on any date shall not, unless otherwise provided in the applicable Final Terms, be affected by the application of any Business Day Convention.

- (iv) *Linear Interpolation*

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms), the FBF Rate (where FBF Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

**"Designated Maturity"** means (i) in relation to Screen Rate Determination, the period of time designated in the Reference Rate or (ii) in relation to FBF Determination, the period of time specified in the relevant FBF Rate.

(c) *Interest on Linked Interest Certificates*

(i) *Interest Period End Dates and Interest Payment Dates*

Each Index Linked Interest Certificate, Share Linked Interest Certificate, Debt Linked Interest Certificate, Commodity Linked Interest Certificate, Inflation Linked Interest Certificate, Currency Linked Interest Certificate, Fund Linked Interest Certificate, Underlying Interest Rate Linked Interest Certificate, Credit Linked Interest Certificate, ETI Linked Interest Certificate and Hybrid Certificate (together, the **"Linked Interest Certificates"**) pays interest in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date to (but excluding) the next (or first) Interest Period End Date (each such latter date the **"Interest Period End Final Date"** for the relevant Interest Period)). For the purposes of this Condition 4(c), **"Interest Period End Date"** shall mean either:

- (A) the specified Interest Period End Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Interest Period End Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Period End Date or, in the case of the first Interest Period End Date, after the Interest Commencement Date.

Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Redemption Date. If an Interest Payment Date falls after an Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date.

If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day on the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 4(c)(i)(A) above, the Floating Rate Convention, such Interest Period End Date or Interest Payment Date, as the case may be, (I) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (2) below shall apply *mutatis mutandis* or (II) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (aa) such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day and (bb) each subsequent Interest Period End Date or Interest Payment Date, as the case may be, shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Period End Date or Interest Payment Date, as the case may be, occurred; or
- (2) the Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day

which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or

- (4) the Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Linked Interest Certificates will be the Coupon Rate determined in the manner specified in the applicable Final Terms which Coupon Rate may comprise one or more Additional Coupons determined in the manner specified in the applicable Final Terms.

(iii) *Determination of Rate of Interest and Calculation of Interest Amount*

The Principal Warrant and Certificate Agent will, on or as soon as practicable after each date on which the Rate of Interest is to be determined (the "**Interest Determination Date**"), determine the Rate of Interest (subject to any Minimum Interest Rate or Maximum Interest Rate specified in the applicable Final Terms) for the relevant Interest Period.

The Principal Warrant and Certificate Agent will calculate the amount of interest (the "**Interest Amount**") payable on the Certificates for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Certificates which are represented by a Global Certificate, the aggregate outstanding Notional Amount of the Certificates represented by such Global Certificate; or

- (B) in the case of Floating Rate Certificates in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the Day Count Fraction (if any) specified in the applicable Final Terms and rounding the resultant figure to the nearest sub-unit (as defined above) of the relevant Specified Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with the applicable market convention and, in the case of Dual Currency Linked Interest Certificates, converting the resulting figure into the Settlement Currency as provided in Condition 4(m) below.

(d) ISDA, FBF and Screen Rate Determination

(i) *ISDA Determination*

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent (as defined in the ISDA Definitions (as defined below)) for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Certificates (the "**ISDA Definitions**") and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity is a period specified in the applicable Final Terms; and

- (C) the relevant Reset Date is either (x) if the applicable Floating Rate Option is based on the Euro-zone inter-bank offered rate ("**EURIBOR**") (or, in the event that EURIBOR has been discontinued, such other successor benchmark rate as the financial industry shall have accepted as a successor or substitute rate for EURIBOR ) the first day of that Interest Period or (y) in any other case, as specified in the applicable Final Terms.

For the purposes of this sub-paragraph (i), "**Floating Rate**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Final Terms as greater than zero, the Minimum Rate of Interest shall be deemed to be zero.

(ii) *FBF Determination*

Where so specified in the applicable Final Terms, interest will be payable on such dates, at such a rate (the "**FBF Rate**") and in such amounts, plus or minus (as indicated in the applicable Final Terms) the Margin (if any), as would have been payable (regardless of any event of default or termination event thereunder) by the Issuer if it had entered into an interest rate swap transaction governed by an agreement in the form of the Master Agreement relating to transactions on forward financial instruments (an "**FBF Agreement**"), as in effect on the date of issue of the Certificates, published by the *Fédération Bancaire Française* and evidenced by a Confirmation (as defined in the FBF Agreement) with the holder of the relevant Certificate under which:

- (A) the Issuer was the Floating Amount Payer;
- (B) the Principal Warrant and Certificate Agent (as defined herein) was the Agent (as defined in the FBF Agreement) or as otherwise specified in the applicable Final Terms;
- (C) the Interest Commencement Date was the Transaction Date;
- (D) the Notional Amount in respect of a Certificate was the Notional Amount (as defined in the FBF Agreement);
- (E) the Interest Payment Dates were the Floating Amount Payment Dates; and
- (F) all other terms were as specified in the applicable Final Terms.

When the preceding sentence applies, in respect of each relevant Interest Payment Date:

- (1) the amount of interest determined for such Interest Payment Date will be the Interest Amount for the relevant Interest Period for the purposes of these Terms and Conditions as though determined under sub-paragraph (iii) below;
- (2) the Rate of Interest for such Interest Period will be the Floating Rate (as defined in the FBF Agreement) determined by the Principal Warrant and Certificate Agent in accordance with the preceding sentence; and
- (3) the Principal Warrant and Certificate Agent will be deemed to have discharged its obligations under subparagraph (iii) below if it has determined the Rate of Interest and the Interest Amount payable on such Interest Payment Date in the manner provided in the preceding sentence.

(iii) *Screen Rate Determination*

- (A) EURIBOR or STIBOR

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- (1) Where "Screen Rate Determination - IBOR" is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period 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 reference rate(s) (the "**Reference Rate(s)**") which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at the Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m. Brussels time, in the case of EURIBOR or Stockholm time, in the case of STIBOR) (the "**Screen Page Reference Rate**") on the relevant Interest Determination Date plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant 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.

- (2) If the Relevant Screen Page is not available or if in the case of (1)(I) above, no such offered quotation appears on the Relevant Screen Page (or such replacement page on that service which displays the information), or, in the case of (1)(II) above, fewer than three such offered quotations appear, on the Relevant Screen Page (or such replacement page on that service which displays the information), in each case as at the Specified Time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest 0.001 with 0.0005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on any Interest 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 Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 0.001, with 0.0005 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 Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the inter-bank market plus or minus (as appropriate) the Margin (if any) as determined by the Calculation Agent.

If fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the Rate of Interest or Rate, as the case may be, for the relevant Interest Period shall be the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant

Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the Euro-zone inter-bank market if the Reference Rate is EURIBOR (or, as the case may be, the quotations of such bank or banks to the Calculation Agent) plus or minus (as appropriate) the Margin (if any), as determined by the Calculation Agent.

If the Rate of Interest or Rate, as the case may be, cannot be determined in accordance with the foregoing provisions of this paragraph (iii), the Rate of Interest or Rate, as the case may be, shall be equal to the last Reference Rate available on the Relevant Screen Page plus or minus (as appropriate) the Margin (if any), as determined by the Calculation Agent, except that if the Calculation Agent determines that the absence of the quotation is due to the discontinuation of the Screen Page Reference Rate, then the Reference Rate will be determined in accordance with Condition 4(d)(iv) below.

**"Reference Banks"** means, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, or in the case of a determination of STIBOR, the principal office of four major banks in the Stockholm inter-bank market in each case selected by the Calculation Agent, or as specified in the applicable Final Terms.

**"Relevant Screen Page"** means the relevant screen page specified in the applicable Final Terms.

**"STIBOR"** means the Stockholm interbank offered rate.

(B) SONIA

Where "Screen Rate Determination – SONIA" is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate is to be determined, such Rate of Interest or Rate, as the case may be, for each Interest Period will be calculated in accordance with Condition 4(d)(iii)(B)(1) or 4(d)(iii)(B)(2) below, subject to the provisions of Condition 4(d)(iii)(B)(4).

(1) Where the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily", the Rate of Interest or Rate, as the case may be, for each Interest Period will be the Compounded Daily SONIA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent.

(2) Where the Calculation Method is specified in the applicable Final Terms as being "Weighted Average", the Rate of Interest or Rate, as the case may be, for each Interest Period will be the Weighted Average SONIA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent, as applicable, on the Interest Determination Date and the resulting percentage being rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

(3) The following definitions shall apply for the purpose of this Condition 4(d)(iii)(B):

**"Compounded Daily SONIA"** means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) calculated by the Calculation Agent, as applicable, on the relevant Interest Determination Date in accordance with the following formula:

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- (x) if "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SONIA}_{i-\text{pLBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d},$$

- (y) if "Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SONIA}_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}; \text{ or}$$

- (z) if "SONIA Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left( \frac{\text{SONIA Index}_{\text{Final}}}{\text{SONIA Index}_{\text{Initial}}} - 1 \right) \times \frac{365}{d},$$

where, in each case, the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards;

"**d**" means the number of calendar days (x) if "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, in the relevant Interest Period, (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, in the relevant Observation Lookback Period or (z) if "SONIA Index with Observation Shift" is specified in the applicable Final Terms, from (and including) the day in relation to which SONIA IndexInitial is determined to (but excluding) the day in relation to which SONIA IndexFinal is determined;

"**d<sub>0</sub>**" means, (x) if "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, in respect of an Interest Period, the number of London Business Days in such Interest Period or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, in respect of an Observation Lookback Period, the number of London Business Days in such Observation Lookback Period;

"**i**" means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant London Business Days in chronological order from (and including) the first London Business Day (x) if "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, in the relevant Interest Period or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, in the relevant Observation Lookback Period;

"**Lock-out Period**" means, in respect of an Interest Period, the period from (and including) the day following the Interest Determination Date to (but excluding) the Interest Period End Date falling at the end of such Interest Period;

"**London Business Day**" means 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 London;

"**Lookback Period**" or "**p**" means, in respect of an Interest Period where "Lag" or "Shift" is specified as the Observation Method in the applicable Final Terms, the number of London Business Days specified in the

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applicable Final Terms (or, if no such number is specified, five London Business Days);

" **$n_i$** " means, in respect of a London Business Day  $i$ , the number of calendar days from (and including) such London Business Day  $i$  up to (but excluding) the following London Business Day;

"**Observation Lookback Period**" means, in respect of an Interest Period, the period from (and including) the date falling  $p$  London Business Days prior to the first day of the relevant Interest Period and ending on (but excluding) the date which is  $p$  London Business Days prior to the Interest Period End Date falling at the end of such Interest Period;

"**Reference Day**" means each London Business Day in the relevant Interest Period that is not a London Business Day falling in the Lock-out Period;

"**SONIA  $i$** " means, in respect of a London Business Day  $i$ :

- (x) if "Lock-out" is specified as the Observation Method in the applicable Final Terms:
  - (1) in respect of any London Business Day  $i$  that is a Reference Day, the SONIA Rate in respect of the London Business Day immediately preceding such Reference Day; otherwise
  - (2) the SONIA Rate in respect of the London Business Day immediately preceding the Interest Determination Date for the relevant Interest Period; or
- (z) if "Shift" is specified as the Observation Method in the applicable Final Terms, the SONIA Rate for such London Business Day  $i$ ;

"**SONIA Index**" means the rate of return of a daily compound interest investment in Sterling (with the daily Sterling Overnight Index Average ("**SONIA**") as a reference rate for the calculation of interest) determined by the Calculation Agent on the Interest Determination Date by reference to the screen rate or index for compounded daily SONIA rates administered by the administrator of the SONIA reference rate that is published or displayed by such administrator or other information service from time to time at the relevant time on the relevant determination dates in respect of SONIA Index<sub>Initial</sub> and SONIA Index<sub>Final</sub>, as further specified in the applicable Final Terms;

"**SONIA Index<sub>Final</sub>**" means, with respect to an Interest Period, the SONIA Index determined in relation to the day falling  $p$  London Business Days prior to the Interest Period End Date falling at the end of such Interest Period;

"**SONIA Index<sub>Initial</sub>**" means, with respect to an Interest Period, the SONIA Index determined in relation to the day falling  $p$  London Business Days prior to the first day of such Interest Period;

"**SONIA <sub>$i-p$ LBD</sub>**" means:

- (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, in respect of a London Business Day  $i$ , the SONIA Rate in respect of the London Business Day falling  $p$  London Business Days prior to such London Business Day  $i$ ; or



- (y) if "Lock-out" is specified as the Observation Method in the applicable Final Terms, in respect of a London Business Day i, SONIA i in respect of such London Business Day i.

**"SONIA Rate"** means, in respect of any London Business Day, a reference rate equal to the daily SONIA rate for such London Business Day, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day; and

**"Weighted Average SONIA"** means:

- (x) where "Lag" is specified as the Observation Method in the applicable Final Terms, the sum of the SONIA Rate in respect of each calendar day during the relevant Observation Lookback Period divided by the number of calendar days during such Observation Lookback Period. For these purposes, the SONIA Rate in respect of any calendar day which is not a London Business Day shall be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding such calendar day; or
- (y) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, the sum of the SONIA Rate in respect of each calendar day during the relevant Interest Period divided by the number of calendar days in the relevant Interest Period, provided that, for any calendar day of such Interest Period falling in the Lock-out Period for the relevant Interest Period, the SONIA Rate for such calendar day will be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding the first day of such Lock-out Period. For these purposes, the SONIA Rate in respect of any calendar day which is not a London Business Day shall, subject to the preceding proviso, be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding such calendar day.

(C) SONIA Fallbacks

- (x) *If "Lag", "Lock-out" or "Shift" is specified as the Observation Method in the applicable Final Terms:*

If, in respect of any London Business Day, the SONIA Rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), such SONIA Rate shall be:

- I. (i) the Bank of England's Bank Rate (the **"Bank Rate"**) prevailing at the close of business on the relevant London Business Day; plus (ii) the arithmetic mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
- II. if the Bank Rate under I(i) above is not available at the relevant time, either (A) the SONIA Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Business Day on which the SONIA Rate was published on the Relevant Screen Page (or otherwise published by the relevant

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authorised distributors) or (B) if this is more recent, the latest rate determined in accordance with (i) above, and

such rate shall be deemed to be the SONIA Rate for such London Business Day.

Notwithstanding the foregoing, in the event of the Bank of England publishing guidance as to (i) how the SONIA Rate is to be determined or (ii) any rate that is to replace the SONIA Rate, the Calculation Agent shall follow such guidance to determine the SONIA Rate for so long as the SONIA Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest or Rate, as applicable, cannot be determined in accordance with the foregoing provisions in respect of an Interest Period, the Rate of Interest or Rate, as applicable, shall be (i) that determined as at the immediately preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest relating to the immediately preceding Interest Period); or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest or Rate, as applicable, which would have been applicable to such Series of Certificates for the first Interest Period had the Certificates been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (subject to the application of the relevant Margin or Maximum Rate of Interest or Minimum Rate of Interest in respect of such Interest Period).

- (y) *If "SONIA Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms:*

If the relevant SONIA Index is not published or displayed by the administrator of the SONIA reference rate or other information service by 5.00 p.m. (London time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the SONIA reference rate or of such other information service, as the case may be) on the relevant Interest Determination Date, the Compounded Daily SONIA for the applicable Interest Period for which the SONIA Index is not available shall be "Compounded Daily SONIA" determined in accordance with Condition 4(d)(iii)(B) where (i) the "Observation Method" will be deemed to be "Shift" and (ii) the "Observation Lookback Period" will be deemed to be equal to p London Banking Days, as if those alternative elections had been made in the applicable Final Terms.

### (D) SOFR

Where "Screen Rate Determination – SOFR" is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate is to be determined, such Rate of Interest or Rate, as the case may be, for each Interest Period will be calculated in accordance with Condition 4(d)(iii)(C)I. or 4(d)(iii)(C)II. below, subject to the provisions of Condition 4(d)(iii)(C)IV.

- I. Where the Calculation Method is specified in the applicable Final Terms as being "SOFR Arithmetic Mean", the Rate of Interest or Rate, as the case may be, for each Interest Period will be the SOFR

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Arithmetic Mean plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date and the resulting percentage being rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

- II. Where the Calculation Method is specified in the applicable Final Terms as being "SOFR Compound", the Rate of Interest or Rate, as the case may be, for each Interest Period will be the Compounded Daily SOFR on the relevant Interest Determination Date plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent.
- III. The following definitions shall apply for the purpose of this Condition 4(d)(iii)(C):

**"Bloomberg Screen SOFRRATE Page"** means the Bloomberg screen designated "SOFRRATE" or any successor page or service;

**"Compounded Daily SOFR"** means, with respect to an Interest Period, an amount equal to the rate of return for each calendar day during the Interest Period, compounded daily, calculated by the Calculation Agent on the Interest Determination Date in accordance with the following formula:

- (a) if "SOFR Compound with Lookback" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SOFR}_{i-p\text{USBD}} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.

Where:

**"d"** means, in respect of an Interest Period, the number of calendar days in such Interest Period;

**"d<sub>0</sub>"** means, in respect of an Interest Period, the number of U.S. Government Securities Business Days in the relevant Interest Period;

**"i"** means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant U.S. Government Securities Business Days in chronological order from (and including) the first U.S. Government Securities Business Day in the relevant Interest Period;

**"Lookback Period"** or **"p"** means the number of U.S. Government Securities Business Days specified as such in the applicable Final Terms or, if no such number is specified, 5 U.S. Government Securities Business Days;

**"n<sub>i</sub>"** means, in respect of a U.S. Government Securities Business Day<sub>i</sub>, means the number of calendar days from (and including) such U.S. Government Securities Business Day<sub>i</sub> up to (but excluding) the following U.S. Government Securities Business Day; and

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"**SOFR<sub>i-pUSBD</sub>**" means, in respect of a U.S. Government Securities Business Day<sub>i</sub>, SOFR in respect of the U.S. Government Securities Business Day falling the number of U.S. Government Securities Business Days equal to the Lookback Period prior to such U.S. Government Securities Business Day<sub>i</sub> ("**pUSBD**"), provided that, unless SOFR Cut-Off Date is specified as not applicable in the applicable Final Terms, SOFR<sub>i</sub> in respect of each U.S. Government Securities Business Day<sub>i</sub> in the period from (and including) the SOFR Cut-Off Date to (but excluding) the next occurring Interest Period End Date, will be SOFR<sub>i</sub> in respect of the SOFR Cut-Off Date for such Interest Period;

- (b) if "SOFR Compound with Observation Period Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.

Where:

"**d**" means, in respect of an Observation Period, the number of calendar days in such Observation Period;

"**d<sub>0</sub>**" means, in respect of an Observation Period, the number of U.S. Government Securities Business Days in the relevant Observation Period;

"**i**" means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant U.S. Government Securities Business Days in chronological order from (and including) the first U.S. Government Securities Business Day in the relevant Observation Period;

"**n<sub>i</sub>**" means, in respect of a U.S. Government Securities Business Day<sub>i</sub>, the number of calendar days from (and including) such U.S. Government Securities Business Day<sub>i</sub> up to (but excluding) the following U.S. Government Securities Business Day;

"**Observation Period**" means, in respect of an Interest Period, the period from (and including) the date falling the number of Observation Shift Days prior to the first day of such Interest Period and ending on (but excluding) the date that is the number Observation Shift Days prior to the next occurring Interest Period End Date in such Interest Period;

"**Observation Shift Days**" means the number of U.S. Government Securities Business Days specified in the applicable Final Terms or, if no such number is specified, 5 U.S. Government Securities Business Days; and

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"**SOFR<sub>i</sub>**" means, in respect of each U.S. Government Securities Business Day<sub>i</sub>, the SOFR in respect of such U.S. Government Securities Business Day<sub>i</sub>;

- (c) if "SOFR Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left( \frac{SOFR\ Index_{Final}}{SOFR\ Index_{Initial}} - 1 \right) \times \frac{360}{d_c}$$

Where:

"**d<sub>c</sub>**" means, in respect of each Interest Period, the number of calendar days in the relevant Interest Period;

"**Observation Shift Days**" means the number of U.S. Government Securities Business Days specified as such in the applicable Final Terms or, if no such number is specified, two U.S. Government Securities Business Days;

"**SOFR Index**" means with respect to any U.S. Government Securities Business Day, (i) the SOFR Index value as published by the NY Federal Reserve as such index appears on the NY Federal Reserve's Website at the SOFR Determination Time; or (ii) if the SOFR Index specified in (i) above does not so appear, unless both a SOFR Transition Event and its related SOFR Replacement Date have occurred, the SOFR Index as published in respect of the first preceding U.S. Government Securities Business Day for which the SOFR Index was published on the NY Federal Reserve's Website;

"**SOFR Index<sub>Final</sub>**" means, in respect of an Interest Period, the value of the SOFR Index on the date falling the number of U.S. Government Securities Business Days equal to the Observation Shift Days prior to the next occurring Interest Period End Date in such Interest Period; and

"**SOFR Index<sub>Initial</sub>**" means, in respect of an Interest Period, the value of the SOFR Index on the date falling the number of U.S. Government Securities Business Days equal to the Observation Shift Days prior to the first day of such Interest Period (or, in the case of the first Interest Period, the Interest Commencement Date);

"**NY Federal Reserve**" means the Federal Reserve Bank of New York;

"**NY Federal Reserve's Website**" means the website of the NY Federal Reserve, currently at [www.newyorkfed.org](http://www.newyorkfed.org), or any successor website of the NY Federal Reserve or the website of any successor administrator of SOFR;

"**Reuters Page USDSOFR**" means the Reuters page designated "USDSOFR=" or any successor page or service;

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"**SOFR**" means the rate determined by the Calculation Agent in respect of a U.S. Government Securities Business Day, in accordance with the following provisions:

- (a) the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day that appears at approximately 3:00 p.m. (New York City time) (the "**SOFR Determination Time**") on the NY Federal Reserve's Website on such U.S. Government Securities Business Day, as such rate is reported on the Bloomberg Screen SOFRRATE Page for such U.S. Government Securities Business Day or, if no such rate is reported on the Bloomberg Screen SOFRRATE Page, then the Secured Overnight Financing Rate that is reported on the Reuters Page USDSOFR= or, if no such rate is reported on the Reuters Page USDSOFR=, then the Secured Overnight Financing Rate that appears at approximately 3:00 p.m. (New York City time) on the NY Federal Reserve's Website on such U.S. Government Securities Business Day (the "**SOFR Screen Page**"); or
- (b) if the rate specified in (a) above does not so appear and the Calculation Agent determines that a SOFR Transition Event has not occurred, the Secured Overnight Financing Rate published on the NY Federal Reserve's Website for the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the NY Federal Reserve's Website;

"**SOFR Arithmetic Mean**" means, with respect to an Interest Period, the arithmetic mean of the SOFR for each calendar day during such Interest Period, as calculated by the Calculation Agent, provided that, the SOFR in respect of each calendar day during the period from (and including) the SOFR Cut-Off Date to (but excluding) the next occurring Interest Period End Date will be the SOFR on the SOFR Cut-Off Date. For these purposes, the SOFR in respect of any calendar day which is not a U.S. Government Securities Business Day shall, subject to the preceding proviso, be deemed to be the SOFR in respect of the U.S. Government Securities Business Day immediately preceding such calendar day;

"**SOFR Cut-Off Date**" means, unless specified as not applicable in the applicable Final Terms, in respect of an Interest Period, the fourth U.S. Government Securities Business Day prior to the next occurring Interest Period End Date in such Interest Period (or such other number of U.S. Government Securities Business Days specified in the applicable Final Terms); and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association ("**SIFMA**") recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

Notwithstanding paragraphs I. to III. above, if the Calculation Agent determines on or prior to the SOFR Determination Time,

that a SOFR Transition Event and its related SOFR Replacement Date have occurred with respect to the relevant SOFR Benchmark (as defined below), then the provisions set forth in Condition 4(d)(iii)(C)IV. (*SOFR Replacement Provisions*) below will apply to all determinations of the Rate of Interest or Rate, as the case may be, for each Interest Period thereafter.

#### IV. SOFR Replacement Provisions

If the Calculation Agent determines at any time prior to the SOFR Determination Time on any U.S. Government Securities Business Day that a SOFR Transition Event and the related SOFR Replacement Date have occurred, the Calculation Agent will appoint an agent (the "**Replacement Rate Determination Agent**") which will determine the SOFR Replacement. The Replacement Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Settlement Currency as appointed by the Calculation Agent, (y) the Issuer or the Guarantor (if applicable), (z) an affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent or (zz) such other entity that the Calculation Agent determines to be competent to carry out such role.

In connection with the determination of the SOFR Replacement, the Replacement Rate Determination Agent will determine appropriate SOFR Replacement Conforming Changes.

Any determination, decision or election that may be made by the Calculation Agent or Replacement Rate Determination Agent (as the case may be) pursuant to these provisions, will (in the absence of manifest error) be conclusive and binding on the Issuer, the Calculation Agent, the Principal Warrant and Certificate Agent and the Certificateholders.

Following the designation of a SOFR Replacement, the Calculation Agent may subsequently determine that a SOFR Transition Event and a related SOFR Replacement Date have occurred in respect of such SOFR Replacement, provided that the SOFR Benchmark has already been substituted by the SOFR Replacement and any SOFR Replacement Conforming Changes in connection with such substitution have been applied. In such circumstances, the SOFR Replacement shall be deemed to be the SOFR Benchmark and all relevant definitions shall be construed accordingly.

In connection with the SOFR Replacement provisions above, the following definitions shall apply:

**"2006 ISDA Definitions"** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended, updated or supplemented as at the Issue Date of the first Tranche of Securities of such Series;

**"2021 ISDA Definitions"** means, in respect of a Series of Securities, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the Issue Date of the first

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Tranche of Securities of such Series, as published by ISDA on its website ([www.isda.org](http://www.isda.org));

**"ISDA Definitions"** means the 2006 ISDA Definitions or the 2021 ISDA Definitions, as specified in the applicable Final Terms;

**"ISDA Fallback Adjustment"** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of a SOFR Transition Event with respect to SOFR for the applicable tenor;

**"ISDA Fallback Rate"** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of a SOFR Transition Event with respect to SOFR for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**"Relevant Governmental Body"** means the Board of Governors of the Federal Reserve System and/or the NY Federal Reserve or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the NY Federal Reserve or any successor thereto;

**"SOFR Benchmark"** means (a) (unless "SOFR Compound" is specified as the Calculation Method and "SOFR Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms) SOFR or (b) SOFR Index, each as defined in Condition 4(d)(iii)(C)III. above;

**"SOFR Replacement"** means any one (or more) of the SOFR Replacement Alternatives to be determined by the Replacement Rate Determination Agent as of the SOFR Replacement Date if the Calculation Agent determines that a SOFR Transition Event and its related SOFR Replacement Date have occurred on or prior to the SOFR Determination Time in respect of any determination of the SOFR Benchmark on any U.S. Government Securities Business Day in accordance with:

- (a) the order of priority specified as the SOFR Replacement Alternatives Priority in the applicable Final Terms; or
- (b) if no such order of priority is specified, in accordance with the priority set forth below:
  - (i) Relevant Governmental Body Replacement;
  - (ii) ISDA Fallback Replacement; and
  - (iii) Industry Replacement,

Provided, in each case, that, if the Replacement Rate Determination Agent is unable to determine the SOFR Replacement in accordance with the first SOFR Replacement Alternative listed, it shall attempt to determine the SOFR Replacement in accordance with the each subsequent SOFR Replacement Alternative until a SOFR Replacement is determined. The SOFR Replacement will replace the then-current SOFR Benchmark for the purpose of determining the relevant



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Rate or Rate of Interest in respect of the relevant Interest Period and each subsequent Interest Period, subject to the occurrence of a subsequent SOFR Transition Event and related SOFR Replacement Date;

**"SOFR Replacement Adjustment"** means the first alternative set forth in the order below that can be determined by the Replacement Rate Determination Agent as of the applicable SOFR Replacement Date:

- (a) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted SOFR Replacement;
- (b) if the applicable Unadjusted SOFR Replacement is equivalent to the ISDA Fallback Rate, the ISDA Spread Adjustment; or
- (c) the spread adjustment (which may be a positive or negative value or zero) determined by the Replacement Rate Determination Agent giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current SOFR Benchmark with the applicable Unadjusted SOFR Replacement for U.S. dollar-denominated floating rate securities at such time;

**"SOFR Replacement Alternatives"** means:

- (a) the sum of: (i) the alternative rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current SOFR Benchmark for the relevant Interest Period and (ii) the SOFR Replacement Adjustment (the **"Relevant Governmental Body Replacement"**);
- (b) the sum of: (i) the ISDA Fallback Rate and (ii) the SOFR Replacement Adjustment (the **"ISDA Fallback Replacement"**); or
- (c) the sum of: (i) the alternative rate that has been selected by the Replacement Rate Determination Agent as the replacement for the then-current SOFR Benchmark for the relevant Interest Period giving due consideration to any industry-accepted rate as a replacement for the then-current SOFR Benchmark for U.S. dollar-denominated floating rate securities at such time and (ii) the SOFR Replacement Adjustment (the **"Industry Replacement"**);

**"SOFR Replacement Conforming Changes"** means, with respect to any SOFR Replacement, any technical, administrative or operational changes (including, but not limited to, changes to timing and frequency of determining rates with respect to each interest period and making payments of interest, rounding of amounts or tenors, day count fractions, business day convention and other administrative matters) that the Replacement Rate

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Determination Agent decides may be appropriate to reflect the adoption of such SOFR Replacement in a manner substantially consistent with market practice (or, if the Replacement Rate Determination Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Replacement Rate Determination Agent determines that no market practice for use of the SOFR Replacement exists, in such other manner as the Replacement Rate Determination Agent or the Calculation Agent, as the case may be, determines is reasonably necessary, acting in good faith and in a commercially reasonable manner);

**"SOFR Replacement Date"** means the earliest to occur of the following events with respect to the then-current SOFR Benchmark (including the daily published component used in the calculation thereof):

- (a) in the case of sub-paragraphs (a) or (b) of the definition of "SOFR Transition Event" the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the SOFR Benchmark permanently or indefinitely ceases to provide the SOFR Benchmark (or such component); or
- (b) in the case of sub-paragraph (c) of the definition of "SOFR Transition Event" the date of the public statement or publication of information referenced therein; or
- (c) in the case of sub-paragraph (d), the last such consecutive U.S. Government Securities Business Day on which the SOFR Benchmark has not been published,

provided that, in the event of any public statements or publications of information as referenced in sub-paragraphs (a) or (b) above, should such event or circumstance referred to in such a public statement or publication occur on a date falling later than three (3) months after the relevant public statement or publication, the SOFR Transition Event shall be deemed to occur on the date falling three (3) months prior to such specified date (and not the date of the relevant public statement or publication).

For the avoidance of doubt, if the event giving rise to the SOFR Replacement Date occurs on the same day as, but earlier than, the SOFR Determination Time in respect of any determination, the SOFR Replacement Date will be deemed to have occurred prior to the SOFR Determination Time for such determination.

**"SOFR Transition Event"** means the occurrence of any one or more of the following events with respect to the then-current SOFR Benchmark (including the daily published component used in the calculation thereof):

- (a) a public statement or publication of information by or on behalf of the administrator of the SOFR Benchmark (or such component, if relevant) announcing that such administrator has ceased or will cease to provide the SOFR Benchmark (or such component, if relevant), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor

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administrator that will continue to provide the SOFR Benchmark (or such component, if relevant);

- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component, if relevant), the central bank for the currency of the SOFR Benchmark (or such component, if relevant), an insolvency official with jurisdiction over the administrator for the SOFR Benchmark (or such component, if relevant), a resolution authority with jurisdiction over the administrator for SOFR (or such component, if relevant) or a court or an entity with similar insolvency or resolution authority over the administrator for the SOFR Benchmark (or such component, if relevant), which states that the administrator of the SOFR Benchmark (or such component, if relevant) has ceased or will cease to provide the SOFR Benchmark (or such component, if relevant) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component, if relevant);
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark (or such component, if relevant) announcing that the SOFR Benchmark (or such component, if relevant) is no longer representative, the SOFR Benchmark (or such component, if relevant) has been or will be prohibited from being used or that its use has been or will be subject to restrictions or adverse consequences, either generally or in respect of the Certificates; or
- (d) the SOFR Benchmark is not published by its administrator (or a successor administrator) for six (6) consecutive U.S. Government Securities Business Days; and

**"Unadjusted Benchmark Replacement"** means the SOFR Replacement prior to the application of any SOFR Replacement Adjustment.

### (E) €STR

- I. Where "Screen Rate Determination – €STR" is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate is to be determined, such Rate of Interest or Rate, as the case may be, for each Interest Period, will be Compounded Daily €STR plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent, calculated in accordance with this Condition 4(d)(iii)(3)(E)I., subject to the provisions of Condition 4(d)(iii)(3)(E)II.

For the purposes of this Condition 4(d)(iii)(3)(E)I., the following definitions shall apply:

**"Compounded Daily €STR"** means, with respect to an Interest Period, the rate of return of a daily compound interest investment

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in euro (with the daily euro short term rate as the reference rate for the calculation of interest) calculated by the Calculation Agent on the relevant Interest Determination Date, in accordance with the following formula

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{Relevant } \text{€STR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where the resulting percentage will be rounded (if necessary) to the nearest fifth decimal place, with 0.000005 being rounded upwards;

"**d**" means the number of calendar days in (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Lookback Period;

"**d<sub>0</sub>**" means the number of T2 Business Days in (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Lookback Period;

"**€STR**" means, in respect of any T2 Business Day, the reference rate equal to the daily euro short term rate (€STR) for such T2 Business Day as provided by the European Central Bank, as the administrator of such rate (or any successor administrator of such rate) on the website of the European Central Bank at <https://www.ecb.europa.eu/home/html/index.en.html>, or any successor website or the website of any successor administrator for the publication of such rate (the "**ECB Website**") on such T2 Business Day or if the ECB Website is unavailable as otherwise published by or on behalf of the relevant administrator;

"**€STR<sub>i-pTBD</sub>**" means, in respect of any T2 Business Day i, €STR for the T2 Business Day falling p T2 Business Days prior to the relevant T2 Business Day i;

"**i**" means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant T2 Business Day in chronological order from, and including, the first T2 Business Day in (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Lookback Period;

"**Lookback Period**" or "**p**" means, in respect of an Interest Period, the number of T2 Business Days specified in the applicable Final Terms (or, if no such number is specified, five T2 Business Days);

" **$n_i$** " means, in respect of any T2 Business Day  $i$ , the number of calendar days from (and including) such T2 Business Day  $i$  to (but excluding) the following T2 Business Day;

"**Observation Lookback Period**" means, in respect of an Interest Period, the period from (and including) the date falling  $p$  T2 Business Days prior to the first day of the relevant Interest Period and ending on (but excluding) the date which is  $p$  T2 Business Days prior to the Interest Period End Date falling at the end of such Interest Period;

"**Relevant  $\text{€STR}_i$** " means, in respect of any T2 Business Day  $i$ :

- (x) if "Lag" is specified as the Observation Method in the applicable Final Terms,  $\text{€STR}_{i-p\text{TBD}}$ ; or
- (y) if "Shift" is specified as the Observation Method in the applicable Final Terms,  $\text{€STR}_i$ , where  $\text{€STR}_i$  is, in respect of any T2 Business Day  $i$  falling in the relevant Observation Lookback Period,  $\text{€STR}$  for such day; and

"**T2 Business Day**" means a day on which the T2 System is open.

## II. $\text{€STR}$ Fallback provisions

### (1) *A $\text{€STR}$ Transition Event has occurred*

If the Calculation Agent determines at any time prior to the  $\text{€STR}$  Reference Time on any T2 Business Day that a  $\text{€STR}$  Transition Event and the related  $\text{€STR}$  Replacement Date have occurred, the Calculation Agent will appoint an agent (the "**Replacement Rate Determination Agent**") which will determine the  $\text{€STR}$  Replacement. The Replacement Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Settlement Currency as appointed by the Calculation Agent, (y) the Issuer or the Guarantor (if applicable), (z) an affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent or (aa) such other entity that the Calculation Agent determines to be competent to carry out such role. In connection with the determination of the  $\text{€STR}$  Replacement:

- (a) the  $\text{€STR}$  Replacement will replace the then-current  $\text{€STR}$  Benchmark for all purposes relating to the relevant Certificates in respect of such determination on such date and all determinations on all subsequent dates;
- (b) the Replacement Rate Determination Agent may make  $\text{€STR}$  Replacement Conforming Changes with respect to the relevant Certificates from time to time;
- (c) any determination, decision or election that may be made by the Replacement Rate Determination Agent pursuant to this Condition 4(d)(iii)(E)II. including any determination with respect to a tenor, rate or adjustment

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or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, in each case, solely with respect to the relevant Certificates, will be conclusive and binding absent manifest error, will be made by the Replacement Rate Determination Agent acting in good faith and a commercially reasonable manner;

- (d) to the extent that there is any inconsistency between this Condition and any other Terms and Conditions, this Condition 4(d)(iii)(E)II. shall prevail with respect to any Certificates for which the Rate of Interest or Rate is calculated in accordance with this Condition 4(d)(iii)(E);
  - (e) the Calculation Agent may determine that it is appropriate for a €STR Replacement to replace the then-current €STR Benchmark and apply any €STR Replacement Conforming Changes in respect of any subsequent €STR Transition Event; and
  - (f) where a €STR Transition Event or details of it are announced prior to the relevant €STR Replacement Date then the Replacement Rate Determination Agent may on or after such earlier announcement date give notice to Certificateholders in accordance with Condition 19 (*Notices*) of the relevant changes which will be made to the Certificates, provided that, such changes will only take effect as of the €STR Replacement Date.
- (2) *A €STR Transition Event has not occurred and the €STR Benchmark is unavailable*

If, by the relevant €STR Reference Time on a relevant determination date, the €STR Benchmark is unavailable in respect of such determination date and a €STR Transition Event has not occurred, then the rate for such determination date will be the €STR Benchmark, where applicable, of the Corresponding Tenor, as provided by the administrator of the €STR Benchmark and published by an alternative authorised distributor or by or on behalf of the administrator of the €STR Benchmark itself. If no such rate has been published by the Rate Cut-Off Time specified in the applicable Final Terms (or if no time is so specified, 4 p.m. (London time)), then the rate for such determination date will be the rate determined by the Calculation Agent to be a commercially reasonable alternative for the €STR Benchmark by applying one of the following rates:

- (a) a rate formally recommended for use by the administrator of the €STR Benchmark; or
- (b) a rate formally recommended for use by the Relevant Governmental Body or any other supervisor which is responsible for supervising the €STR Benchmark or the administrator of the €STR Benchmark,

in each case, during the period of non-publication of the €STR Benchmark and for so long as a €STR Transition Event has not occurred. If a rate described in sub-paragraph (a) is available, the Calculation Agent shall apply that rate. If no such rate is available, but a rate described in sub-paragraph (b) is available, the Calculation Agent shall apply that rate. If neither a rate described in sub-paragraph (a) nor a rate described in sub-paragraph (b) is available, then the Calculation Agent shall determine a commercially reasonable alternative for the €STR Benchmark taking into account, where available, any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing the €STR Benchmark that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

(3) *€STR Fallback Definitions*

Notwithstanding any other definitions to the contrary in these Terms and Conditions, the following definitions shall apply with respect to this Condition 4(d)(iii)(E)II.

**"2006 ISDA Definitions"** means, in respect of a Series of Certificates, the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto ("**ISDA**"), as amended, updated or supplemented as at the Issue Date of the first Tranche of Certificates of such Series;

**"2021 ISDA Definitions"** means, in respect of a Series of Certificates, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the Issue Date of the first Tranche of Certificates of such Series, as published by ISDA on its website ([www.isda.org](http://www.isda.org));

**"Corresponding Tenor"** with respect to a €STR Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current €STR Benchmark.

**"€STR Benchmark"** means, initially, Compounded Daily €STR (as defined in Condition 4(d)(iii)(3)(E)I. above) of the appropriate tenor (if applicable), provided that, if a €STR Transition Event and its related €STR Replacement Date have occurred with respect to Compounded Daily €STR, or the then-current €STR Benchmark, then "€STR Benchmark" means the applicable €STR Replacement.

**"€STR Reference Time"** with respect to any determination of the €STR Benchmark means 11:00 am (Brussels time) on the T2 Business Day immediately following the date of such determination.

"**€STR Replacement**" means the first alternative set forth in the order below that can be determined by the Replacement Rate Determination Agent as of the €STR Replacement Date:

- (a) the ISDA Fallback Rate;
- (b) the alternative rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current €STR Benchmark, where applicable, for the applicable Corresponding Tenor; or
- (c) the alternative rate of interest that has been selected by the Replacement Rate Determination Agent as the replacement for the then-current €STR Benchmark, where applicable for the applicable Corresponding Tenor, giving due consideration to any industry-accepted rate of interest as a replacement for the then-current €STR Benchmark for floating rate securities denominated in the currency of the €STR Benchmark (the "**Relevant Benchmark Currency**") calculated at such time.

"**€STR Replacement Conforming Changes**" means, with respect to any €STR Replacement, any technical, administrative or operational changes (including, but not limited to, timing and frequency of determining rates with respect to each interest period and making payments of interest, rounding of amounts or tenors, day count fractions, business day convention, amendments to any other Condition and other administrative matters) that the Replacement Rate Determination Agent decides may be appropriate to reflect the adoption of such €STR Replacement in a manner substantially consistent with market practice (or, if the Replacement Rate Determination Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Replacement Rate Determination Agent determines that no market practice for use of the €STR Replacement exists, in such other manner as the Replacement Rate Determination Agent or the Calculation Agent, as the case may be, determines is reasonably necessary, acting in good faith and in a commercially reasonable manner).

"**€STR Replacement Date**" means the earliest to occur of the following events with respect to the then-current €STR Benchmark:

- (a) in the case of paragraph (a) or (b) of the definition of "€STR Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the €STR Benchmark permanently or indefinitely ceases to provide such €STR Benchmark; or
- (b) in the case of paragraph (c) of the definition of "€STR Transition Event", the date of the public statement or publication of information referenced therein,



for the avoidance of doubt, if the event giving rise to the €STR Replacement Date occurs on the same day as, but earlier than, the €STR Reference Time in respect of any determination, the €STR Replacement Date will be deemed to have occurred prior to the €STR Reference Time for such determination.

**"€STR Transition Event"** means the occurrence of one or more of the following events with respect to the then-current €STR Benchmark:

- (a) a public statement or publication of information by or on behalf of the administrator of the €STR Benchmark announcing that the administrator has ceased or will cease to provide the €STR Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the €STR Benchmark;
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the €STR Benchmark, the central bank for the currency of the €STR Benchmark, an insolvency official with jurisdiction over the administrator for the €STR Benchmark, a resolution authority with jurisdiction over the administrator for the €STR Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the €STR Benchmark, which states that the administrator of the €STR Benchmark has ceased or will cease to provide the €STR Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the €STR Benchmark; or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of the €STR Benchmark announcing that the €STR Benchmark is no longer representative, the €STR Benchmark has been or will be prohibited from being used or that its use has been or will be subject to restrictions or adverse consequences, either generally or in respect of the Certificates.

**"ISDA Definitions"** means the 2006 ISDA Definitions or the 2021 ISDA Definitions, as specified in the applicable Final Terms.

**"ISDA Fallback Adjustment"** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the €STR Benchmark for the applicable tenor.

**"ISDA Fallback Rate"** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be

effective upon the occurrence of a €STR Transition Event with respect to the €STR Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

**"Rate Cut-off Time"** has the meaning given to it in the applicable Final Terms.

**"Relevant Governmental Body"** means the European Central Bank (including any board thereof) or any committee officially endorsed and/or convened thereby.

(F) SARON

- I. Where "Screen Rate Determination – SARON" is specified in the applicable Final Terms as the manner in which the Rate of Interest or Rate is to be determined, such Rate of Interest or Rate, as the case may be, for each Interest Period will be Compounded Daily SARON plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent, calculated in accordance with this Condition 4(d)(iii)(F)I., subject to the provisions of Condition 4(d)(iii)(F)II.

The following definitions shall apply for the purpose of this Condition 4(d)(iii)(F)I.:

**"Compounded Daily SARON"** means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Swiss francs (with the daily overnight interest rate of the secured funding market for Swiss franc as the reference rate for the calculation of interest) calculated by the Calculation Agent on the relevant Interest Determination Date, in accordance with the following formula:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SARON}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where the resulting percentage will be rounded (if necessary) to the nearest fifth decimal place, with 0.000005 being rounded upwards.

**"d"** means, in respect of a SARON Observation Period, the number of calendar days in such SARON Observation Period;

**"d<sub>0</sub>"** means, in respect of a SARON Observation Period, the number of Zurich Banking Days in such SARON Observation Period.

**"i"** means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant Zurich Banking Days in the relevant SARON Observation Period in chronological order from, and including, the first Zurich Banking Day in such SARON Observation Period;

**"Lookback Period"** or **"p"** means, in respect of an Interest Period, the number of Zurich Banking Days specified in the

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applicable Final Terms (or, if no such number is specified, five Zurich Banking Days);

"**n<sub>i</sub>**" means, in respect of any Zurich Banking Day *i*, the number of calendar days from (and including) such Zurich Banking Day *i* to (but excluding) the first following Zurich Banking Day;

"**SARON**" means, in respect of any Zurich Banking Day:

- (a) the Swiss Average Rate Overnight for such Zurich Banking Day published by the SARON Administrator on the Relevant Screen Page (or such replacement page which displays the information) at the SARON Reference Time;
- (b) if such rate is not so published on the Relevant Screen Page at the SARON Reference Time on such Zurich Banking Day, other than as a consequence of a SARON Index Cessation Event for which a SARON Index Cessation Effective Date has occurred at or prior to the SARON Reference Time on such Zurich Banking Day, the Swiss Average Rate Overnight published on the Relevant Screen Page for the first preceding Zurich Banking Day for which the Swiss Average Rate Overnight was published on the Relevant Screen Page; or
- (c) if such rate is not so published on the Relevant Screen Page at the SARON Reference Time on such Zurich Banking Day as a consequence of a SARON Index Cessation Event for which a SARON Index Cessation Effective Date has occurred at or prior to the SARON Reference Time on such Zurich Banking Day, the SARON Replacement determined in accordance with Condition 4(d)(iii)(F)II. below;

"**SARON Administrator**" means SIX Swiss Exchange AG (or any successor administrator);

"**SARON Observation Period**" means, in respect of an Interest Period, the period from (and including) the date falling *p* Zurich Banking Days prior to the first day of the relevant Interest Period and ending on (but excluding) the date which is *p* Zurich Banking Days prior to the Interest Period End Date falling at the end of such Interest Period;

"**SARON Reference Time**" means, in respect of any Zurich Banking Day, the close of trading on the trading platform of SIX Repo AG (or any successor thereto) on such Zurich Banking Day, which is expected to be at or around 6 p.m. (Zurich time);

"**SARON<sub>i</sub>**" means, in respect of any Zurich Banking Day *i*, SARON as provided by the SARON Administrator to, and published by, authorised distributors of SARON in respect of that day at the SARON Reference Time (or any amended publication

time as specified by the SARON Administrator in the SARON benchmark methodology) on such Zurich Banking Day; and

**"Zurich Banking Day"** means any day (other than a Saturday and Sunday) on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in Zurich.

## II. SARON Replacement Provisions

- (1) If the Calculation Agent determines at any time prior to the SARON Reference Time on any Zurich Banking Day that a SARON Index Cessation Event and the related SARON Index Cessation Effective Date have occurred, the Calculation Agent shall determine the SARON Replacement.

If there is no Recommended SARON Replacement Rate and the SNB Policy Rate for any Zurich Banking Day with respect to which SARON is to be determined has not been published on such Zurich Banking Day (the **"Affected Zurich Banking Day"**), then the Calculation Agent will appoint an agent (the **"Replacement Rate Determination Agent"**) on or prior to the first Zurich Banking Day in respect of which a SARON Index Cessation Event and related SARON Index Cessation Effective Date have occurred and for which the SNB Policy Rate has not been published. The Replacement Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Settlement Currency as appointed by the Calculation Agent, (y) the Issuer or the Guarantor (if applicable), (z) an affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent or (aa) such other entity that the Calculation Agent determines to be competent to carry out such role.

The Replacement Rate Determination Agent will determine whether to use an alternative rate to SARON for the Affected Zurich Banking Day and for all subsequent Zurich Banking Days in the SARON Observation Period in which the Affected Zurich Banking Day falls (the **"Affected SARON Observation Period"**) and all SARON Observation Periods thereafter.

For the purposes of determining the Rate of Interest or Rate, as the case may be:

- (a) the Replacement Rate Determination Agent shall determine: (A) the method for determining the SARON Replacement (including any alternative method for determining the SARON Replacement if such alternative rate is unavailable on the relevant Interest Determination Date), which method shall be consistent with industry-accepted practices for the SARON Replacement and (B) any adjustment factor as may be necessary to make the SARON Replacement comparable to the then-current SARON Benchmark consistent with industry-accepted practices for the SARON Replacement;

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- (b) for the Affected Zurich Banking Day and all subsequent Zurich Banking Days in the Affected SARON Observation Period and all SARON Observation Periods thereafter, references to SARON in the Terms and Conditions shall be deemed to be references to the SARON Replacement, including any alternative method for determining such rate and any adjustment factor as described in sub-clause (a) above;
- (c) the Replacement Rate Determination Agent may make SARON Replacement Conforming Changes with respect to the Certificates from time to time;
- (d) any determination, decision or election that may be made by the Replacement Rate Determination Agent pursuant to this Condition 4(d)(iii)(F)II. including any SARON Replacement Conforming Changes or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, in each case, solely with respect to the relevant Certificates, will be conclusive and binding absent manifest error and will be made by the Replacement Rate Determination Agent acting in good faith and a commercially reasonable manner;
- (e) to the extent that there is any inconsistency between this Condition and any other Terms and Conditions, this Condition 4(d)(iii)(F)II. shall prevail with respect to any Certificates for which the Rate of Interest or Rate is calculated in accordance with this Condition 4(d)(iii)(F);
- (f) the Calculation Agent may determine that it is appropriate for a SARON Replacement to replace the then-current SARON Benchmark and apply any SARON Replacement Conforming Changes in respect of any subsequent SARON Index Cessation Event; and
- (g) where a SARON Index Cessation Event or details of it are announced prior to the relevant SARON Index Cessation Effective Date then the Replacement Rate Determination Agent may on or after such earlier announcement date give notice to Certificateholders in accordance with Condition 19 (*Notices*) of the relevant changes which will be made to the Securities, provided that, such changes will only take effect as of the SARON Index Cessation Effective Date.

As used in this Condition 4(d)(iii)(F), the following definitions shall apply:

**"Recommended SARON Adjustment Spread"** means, with respect to any Recommended SARON Replacement Rate:

- (a) the spread (which may be positive, negative or zero), formula or methodology for calculating such a spread,

that the Recommending Body has recommended be applied to such Recommended SARON Replacement Rate in the case of fixed income securities with respect to which such Recommended SARON Replacement Rate has replaced the Swiss Average Rate Overnight as the reference rate for the purposes of determining the applicable rate of interest thereon; or

- (b) if the Recommending Body has not recommended such a spread, formula or methodology as described in clause (a) above to be applied to such Recommended SARON Replacement Rate, for the purposes of determining SARON, the Calculation Agent will determine the spread, acting in good faith and in a commercially reasonable manner, to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Certificateholders as a result of the replacement of the Swiss Average Rate Overnight with such Recommended SARON Replacement Rate. The Calculation Agent will take into account industry-accepted practices for fixed income securities with respect to which such Recommended SARON Replacement Rate has replaced the Swiss Average Rate Overnight as the reference rate for the purposes of determining the applicable rate of interest thereon;

**"Recommended SARON Replacement Rate"** means the rate that has been recommended as the replacement for the Swiss Average Rate Overnight by any working group or committee in Switzerland organised in the same or a similar manner as the National Working Group on Swiss Franc Reference Rates that was founded in 2013 for the purposes of, among other things, considering proposals to reform reference interest rates in Switzerland (any such working group or committee, the **"Recommending Body"**);

**"SARON Benchmark"** means, initially, Compounded Daily SARON (as defined in Condition 4(d)(iii)(F)I. above), provided that, if a SARON Index Cessation Event and its related SARON Index Cessation Effective Date have occurred with respect to Compounded Daily SARON, or the then-current SARON Benchmark, then **"SARON Benchmark"** means the applicable SARON Replacement.

**"SARON Index Cessation Effective Date"** means the earliest of:

- (a) in the case of the occurrence of a SARON Index Cessation Event described in clause (i) of the definition thereof, the date on which the

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SARON Administrator ceases to provide the Swiss Average Rate Overnight;

- (b) in the case of the occurrence of a SARON Index Cessation Event described in sub-clause (b)(x) of the definition thereof, the latest of:
  - (x) the date of such statement or publication;
  - (y) the date, if any, specified in such statement or publication as the date on which the Swiss Average Rate Overnight will no longer be representative; and
  - (z) if a SARON Index Cessation Event described in sub-clause (b)(y) of the definition thereof has occurred on or prior to either or both dates specified in sub-clauses (x) and (y) of this clause (b), the date as of which the Swiss Average Rate Overnight may no longer be used; and
- (c) in the case of the occurrence of a SARON Index Cessation Event described in sub-clause (b)(y) of the definition thereof, the date as of which the Swiss Average Rate Overnight may no longer be used;

**"SARON Index Cessation Event"** means the occurrence of one or more of the following events:

- (a) a public statement or publication of information by or on behalf of the SARON Administrator, or by any competent authority, announcing or confirming that the SARON Administrator has ceased or will cease to provide the Swiss Average Rate Overnight permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Swiss Average Rate Overnight; or
- (b) a public statement or publication of information by the SARON Administrator or any competent authority announcing that (x) the Swiss Average Rate Overnight is no longer representative or will as of a certain date no longer be representative, or (y) the Swiss Average Rate Overnight may no longer be used after a certain

date, which statement, in the case of sub-clause (y), is applicable to (but not necessarily limited to) fixed income securities and derivatives;

**"SARON Replacement"** means the first alternative set forth in the order below that can be determined by the Replacement Rate Determination Agent as of the SARON Index Cessation Effective Date:

- (a) the Recommended SARON Replacement Rate for such Zurich Banking Day, giving effect to the Recommended SARON Adjustment Spread, if any, published on such Zurich Banking Day;
- (b) the policy rate of the Swiss National Bank (the **"SNB Policy Rate"**) for such Zurich Banking Day, giving effect to the SNB Adjustment Spread, if any; or
- (c) the alternative rate of interest that has been selected by the Replacement Rate Determination Agent as the replacement for the then-current SARON Benchmark, being such industry-accepted successor rate or, if no such rate exists, it shall select such rate that it has determined is most comparable to the Swiss Average Rate Overnight;

**"SARON Replacement Conforming Changes"** means, with respect to any SARON Replacement, any technical, administrative or operational changes (including, but not limited to, timing and frequency of determining rates with respect to each interest period and making payments of interest, rounding of amounts or tenors, day count fractions, business day convention, amendments to any other Condition and other administrative matters) that the Replacement Rate Determination Agent decides may be appropriate to reflect the adoption of such SARON Replacement in a manner substantially consistent with market practice (or, if the Replacement Rate Determination Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Replacement Rate Determination Agent determines that no market practice for use of the SARON Replacement exists, in such other manner as the Replacement Rate Determination Agent or the Calculation Agent, as the case may be, determines is reasonably necessary, acting in good faith and in a commercially reasonable manner); and



**"SNB Adjustment Spread"** means, with respect to the SNB Policy Rate, the spread to be applied to the SNB Policy Rate in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Certificateholders as a result of the replacement of the Swiss Average Rate Overnight with the SNB Policy Rate for the purposes of determining SARON, which spread will be determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner, taking into account the historical median between the Swiss Average Rate Overnight and the SNB Policy Rate during the two year period ending on the date on which the SARON Index Cessation Event occurred (or, if more than one SARON Index Cessation Event has occurred, the date on which the first of such events occurred).

(G) TONA

- I. Where "Screen Rate Determination – TONA" is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate is to be determined, such Rate of Interest or Rate, as the case may be, for each Interest Period will be Compounded Daily TONA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent, calculated in accordance with this Condition 4(d)(iii)(G)I., subject to the provisions of Condition 4(d)(iii)(G)I. and 4(d)(iii)(G)II..

The following definitions shall apply for the purpose of this Condition 4(d)(iii)(G):

**"Compounded Daily TONA"** means, with respect to an Interest Period, an amount equal to the rate of return of a daily compounded interest investment in Japanese yen (with the daily Tokyo Overnight Average rate as the reference rate for the calculation of interest), calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula:

- (1) if "TONA Compound with Lookback" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{TONA_{i-pTBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards;

**"d"** means, in respect of an Interest Period, the number of calendar days in such Interest Period;

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"**d<sub>0</sub>**" means, in respect of an Interest Period, the number of Tokyo Banking Days in such Interest Period;

"**i**" means, in respect of an Interest Period, a series of whole numbers from one to d<sub>0</sub>, each representing the relevant Tokyo Banking Days in chronological order from (and including) the first Tokyo Banking Day in such Interest Period;

"**Lookback Period**" or "**p**" means the number of Tokyo Banking Days specified in the applicable Final Terms or, if no such number is specified, 5 Tokyo Banking Days;

"**n<sub>i</sub>**" means, in respect of a Tokyo Banking Day<sub>i</sub>, the number of calendar days from (and including) such Tokyo Banking Day<sub>i</sub> up to (but excluding) the following Tokyo Banking Day; and

"**TONA<sub>i-pTBD</sub>**" means, in respect of a Tokyo Banking Day<sub>i</sub>, TONA in respect of the Tokyo Banking Day falling p Tokyo Banking Days prior to such Tokyo Banking Day;

- (2) if "TONA Compound with Observation Period Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{TONA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards;

"**d**" means, in respect of an Observation Period, the number of calendar days in such Observation Period;

"**d<sub>0</sub>**" means, in respect of an Observation Period, the number of Tokyo Banking Days in such Observation Period;

"**i**" means, in respect of an Observation Period, a series of whole numbers from one to d<sub>0</sub>, each representing the Tokyo Banking Days in chronological order from (and including) the first Tokyo Banking Day in such Observation Period;

"**n<sub>i</sub>**" means, in respect of a Tokyo Banking Day<sub>i</sub>, the number of calendar days from (and including) such Tokyo Banking Day<sub>i</sub> up to (but excluding) the following Tokyo Banking Day;

"**Observation Period**" means, in respect of an Interest Period, the period from (and including) the date falling

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the number of Observation Shift Days prior to the first day of such Interest Period and ending on (but excluding) the date that is the number Observation Shift Days prior to the next occurring Interest Period End Date in such Interest Period;

**"Observation Shift Days"** means the number of Relevant Business Days specified in the applicable Final Terms or, if no such number is specified, 5 Relevant Business Days;

**"Relevant Business Day"** means a day which is (i) a Tokyo Banking Day, (ii) if one or more Observation Shift Business Centre(s) (other than T2 System) are specified in the applicable Final Terms, a day (other than a Saturday or Sunday) 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 relevant Observation Shift Business Centre(s) and (iii) if "T2 System" is specified as an Observation Shift Business Centre, a day on which the real time gross settlement system operated by the Eurosystem or any successor or replacement for that system (T2) is open; and

**"TONA<sub>i</sub>"** means, in respect of a Tokyo Banking Day<sub>i</sub>, TONA in respect of such Tokyo Banking Day<sub>i</sub>;

**"Tokyo Banking Day"** means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Tokyo; and

**"TONA"** means the rate determined by the Calculation Agent in respect of a Tokyo Banking Day, being the Tokyo Overnight Average (TONA) rate administered by the Bank of Japan (or any successor administrator) for such Tokyo Banking Day as provided by the administrator of TONA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) in each case as of approximately 10.00 a.m. (Tokyo time) (or any amended publication time as specified by the administrator of such rate) on the Tokyo Banking Day immediately following such Tokyo Banking Day. If no such rate is published by the administrator of TONA or an authorised distributor and is not otherwise provided by the administrator of TONA other than as a consequence of a TONA Index Cessation Event, then TONA for such Tokyo Banking Day will be TONA last provided or published on the Relevant Screen Page (or as otherwise published by relevant authorised distributors) that appears at approximately 10.00 a.m. (Tokyo time) on the Bank of Japan's Website on the Tokyo Banking Day immediately following such Tokyo Banking Day.

II. Correction of TONA

If TONA in respect of any Tokyo Banking Day is subsequently corrected and provided by the administrator of TONA to authorised distributors of TONA and published on the Relevant Screen Page no later than the Correction Cut-off Time (if any) or, if later (or there is no such Correction Cut-off Time), one hour after the rate for such Tokyo Banking Day is published on the Relevant Screen Page, then TONA in respect of such Tokyo Banking Day shall be the subsequently corrected and published rate appearing on the Relevant Screen Page.

Where:

**"Correction Cut-off Time"** means the time specified as such by the administrator of TONA in the TONA benchmark methodology.

III. TONA Fallbacks

If the Calculation Agent determines at any time prior to the TONA Reference Time on any Tokyo Banking Day that a TONA Index Cessation Event has occurred, then the rate in respect of each Tokyo Banking Day falling on or after the TONA Index Cessation Effective Date will be the JPY Recommended Rate.

If there is a JPY Recommended Rate before the end of the first Tokyo Banking Day following the TONA Index Cessation Effective Date, but neither the administrator nor authorised distributors provide or publish the JPY Recommended Rate, then, subject to the below, in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published JPY Recommended Rate. However, if there is no last provided or published JPY Recommended Rate, then in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published TONA.

If:

- (1) there is no JPY Recommended Rate before the end of the first Tokyo Banking Day following the TONA Index Cessation Effective Date; or
- (2) there is a JPY Recommended Rate and a JPY Recommended Rate Index Cessation Effective Date subsequently occurs in respect of such JPY Recommended Rate,

then the rate in respect of each Tokyo Banking Day falling on or after the TONA Index Cessation Effective Date or a JPY Recommended Rate Fixing Day occurring on or after the JPY

Recommended Rate Index Cessation Effective Date, as the case may be, will be a commercially reasonable alternative for TONA or the JPY Recommended Rate, as the case may be, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing TONA or the JPY Recommended Rate (as applicable) that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

For the purposes of this Condition 4(d)(iii)(G)III.:

**"JPY Recommended Rate"** means, in respect of any Tokyo Banking Day, the rate (inclusive of any spreads or adjustments) recommended as the replacement for TONA by a committee officially endorsed or convened by the Bank of Japan for the purpose of recommending a replacement for TONA (which rate may be produced by the Bank of Japan or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorised distributor in respect of such day;

**"JPY Recommended Rate Fixing Day"** means, in respect of the JPY Recommended Rate and any day, the publication day specified by the administrator of the JPY Recommended Rate for the JPY Recommended Rate in its benchmark methodology;

**"JPY Recommended Rate Index Cessation Effective Date"** means, in respect of the JPY Recommended Rate and a JPY Recommended Rate Index Cessation Event, the first date on which the JPY Recommended Rate would ordinarily have been published or provided and is no longer published or provided;

**"JPY Recommended Rate Index Cessation Event"** means, in respect of the JPY Recommended Rate:

- (e) a public statement or publication of information by or on behalf of the administrator of the JPY Recommended Rate announcing that it has ceased or will cease to provide the JPY Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the JPY Recommended Rate; or
- (f) a public statement or publication of information by the regulatory supervisor for the administrator of the JPY Recommended Rate, the central bank for the currency of the JPY Recommended Rate, an insolvency official with jurisdiction over the administrator of the JPY Recommended Rate, a resolution authority with

jurisdiction over the administrator of the JPY Recommended Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the JPY Recommended Rate, which states that the administrator of the JPY Recommended Rate has ceased or will cease to provide the JPY Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the JPY Recommended Rate;

**"TONA Index Cessation Effective Date"** means, in respect of TONA and a TONA Index Cessation Event, the first date on which TONA would ordinarily have been published or provided and is no longer published or provided;

**"TONA Index Cessation Event"** means, in respect of TONA:

- (g) a public statement or publication of information by or on behalf of the administrator of TONA announcing that it has ceased or will cease to provide TONA permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide TONA; or
- (h) a public statement or publication of information by the regulatory supervisor for the administrator of TONA, the central bank for the currency of TONA, an insolvency official with jurisdiction over the administrator of TONA, a resolution authority with jurisdiction over the administrator of TONA or a court or an entity with similar insolvency or resolution authority over the administrator of TONA, which states that the administrator of TONA has ceased or will cease to provide TONA permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide TONA; and

**"TONA Reference Time"** means, with respect to any determination of TONA, 10.00 a.m. (Tokyo time) on the Tokyo Banking Day immediately following the date of such determination.

(iv) *Screen Rate Discontinuation*

Where Condition 4(d)(iii)(A) applies, if the Calculation Agent determines at any time prior to any Interest Determination Date, that the Screen Page Reference Rate has been discontinued or a Reference Rate Fallback Event has occurred, the Calculation Agent will use, as a substitute for the Screen Page Reference Rate, an alternative reference rate determined by the Calculation Agent to be the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region

of the Specified Currency (each a "Relevant Nominating Body") that is consistent with industry accepted standards, provided that, if two or more alternative reference rates are selected by any Relevant Nominating Body, the Calculation Agent shall determine which of those alternative reference rates is most appropriate to preserve the economic features of the relevant Certificates. If the Calculation Agent notifies the Issuer that it is unable to determine such an alternative reference rate, the Calculation Agent will as soon as reasonably practicable (and in any event before the Business Day prior to the applicable Interest Determination Date) appoint an agent (the "Reference Rate Determination Agent"), which will determine whether a substitute or successor rate, which is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer of such successor rate to be used by the Principal Warrant and Certificate Agent to determine the Rate of Interest.

If the Reference Rate Determination Agent or the Calculation Agent, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the "**Replacement Reference Rate**"), for the purpose of determining the Reference Rate on each Interest Determination Date falling on or after such determination:

- (A) the Reference Rate Determination Agent or the Calculation Agent, as applicable, will also determine the changes (if any) required to the applicable Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Screen Page Reference Rate, including, where applicable, and if Unwind Costs is specified as applicable in the applicable Final Terms, to reflect any increased costs of the Issuer or the Swap Counterparty, as the case may be, providing such exposure to the Replacement Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- (B) references to the Reference Rate in these Conditions will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (A) above;
- (C) the Reference Rate Determination Agent or the Calculation Agent, as applicable, will notify the Issuer of the Replacement Reference Rate, and the details described in (A) above, as soon as reasonably practicable; and
- (D) the Issuer will give notice to the Certificateholders in accordance with Condition 19 (*Notices*), the Principal Warrant and Certificate Agent, the Trustee and the Calculation Agent of the Replacement Reference Rate, and the details described in (A) above as soon as reasonably practicable but in any event no later than 5:00 p.m. (London time) on the Business Day prior to the applicable Interest Determination Date.

The determination of the Replacement Reference Rate and the other matters referred to above by the Reference Rate Determination Agent or the Calculation Agent, as applicable, will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent, the Principal Warrant and Certificate Agent, the Trustee and the Certificateholders, unless the Calculation Agent or the Reference Rate Determination Agent determines at a later date that the Replacement Reference Rate is no longer substantially comparable to the Reference Rate or does not constitute an industry accepted successor rate, in which case the Calculation Agent shall appoint or re-appoint a Reference Rate Determination Agent, as the case may be (which may or may not be the same entity as the original Reference Rate Determination Agent or the Calculation Agent) for the purpose of confirming the Replacement Reference Rate or determining a substitute Replacement Reference Rate in an identical manner as described in this Condition 4(d)(iv). If the replacement Reference Rate Determination Agent or the Calculation Agent, as applicable, is unable to or otherwise does not determine a substitute Replacement Reference Rate, then the Replacement Reference Rate will remain unchanged.

The Reference Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Settlement Currency as appointed by the Calculation Agent, (y) the Swap Counterparty or (z) an affiliate of the Swap Counterparty or the Calculation Agent.

If the relevant Reference Rate Fallback Event may also constitute an Administrator/Benchmark Event in the determination of the Calculation Agent pursuant to Condition 8(o)(A), the provisions of this Condition 4(d)(iv) will apply.

Notwithstanding anything to the contrary in the provisions of (and all provisions referred to in) this Condition 4(d)(iv), the Calculation Agent or Reference Rate Determination Agent (as applicable) may make all determinations and/or adjustments and take all actions in respect of the Certificates as are provided for in connection with a Reference Rate Fallback Event or Administrator/Benchmark Event, as applicable, notwithstanding that such Reference Rate Fallback Event or Administrator/Benchmark Event, as applicable, may have occurred before the Issue Date of the Certificates.

(e) *Minimum and/or Maximum Interest Rate*

In the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Conditions 4(c)(ii) or 4(d) (as appropriate) is less than the Minimum Interest Rate specified in the applicable Final Terms, the Rate of Interest for such Interest Period shall be such Minimum Interest Rate.

If the applicable Final Terms specifies a Maximum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Conditions 4(c)(ii) or 4(d) (as appropriate) is greater than such Maximum Interest Rate, the Rate of Interest for such Interest Period shall be such Maximum Interest Rate.

If the applicable Final Terms specifies a Rate Multiplier for any Interest Period, then, the Rate of Interest in respect of any such Interest Period shall be multiplied by the relevant Rate Multiplier, subject always to the Minimum and/or Maximum Rate of Interest as described above.

(f) *Notification of Rate of Interest and Interest Amount*

The Principal Warrant and Certificate Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Guarantor (if applicable) (such notifications to occur no later than the Business Day following such determination), (in the case of Certificates which are listed on the Luxembourg Stock Exchange and where the rules of such stock exchange so require) the Luxembourg Stock Exchange and, if applicable, to any other stock exchange on which the relevant Certificates are for the time being listed. In addition, the Principal Warrant and Certificate Agent (except where the relevant Certificates are unlisted and are in global form and held in their entirety on behalf of Euroclear and Clearstream, Luxembourg in which event there may be substituted for such publication the delivery of such notice to Euroclear and Clearstream, Luxembourg for communication to the Certificateholders) shall publish or cause to be published such Rate of Interest, Interest Amount and Interest Payment Date in accordance with Condition 19 as soon as possible after their determination but in no event later than the fifth Luxembourg Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Certificates are for the time being listed and to the Certificateholders in accordance with Condition 19. For the purposes of these Conditions, the expression "**Luxembourg Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for business in Luxembourg.

(g) *Certificates to be Final*

All certificates, communications, determinations, calculations and decisions made for the purposes of the provisions of this Condition 4 by the Principal Warrant and Certificate Agent or, if applicable,



the Calculation Agent or the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor (if applicable), the Principal Warrant and Certificate Agent, the other Warrant and Certificate Agents (if any), or, if applicable, the Calculation Agent and all Certificateholders, and (in the absence as aforesaid) no liability to the Certificateholders shall attach to the Principal Warrant and Certificate Agent or, if applicable, the Calculation Agent or the Trustee, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(h) *Coupon Switch*

If Coupon Switch is specified as applicable in the applicable Final Terms:

- (i) if Coupon Switch Election is specified as applicable in the applicable Final Terms, the Issuer shall (where a corresponding election is made by the Swap Counterparty in respect of the Swap Agreement relating to the Certificates) elect that the Rate of Interest or Premium Amount for the Certificates will be amended (a "**Coupon Switch**") from the pre-switch coupon specified in the Final Terms (the "**Pre-Switch Coupon**") to the post-switch coupon specified in the applicable Final Terms (the "**Post-Switch Coupon**") on and after the Coupon Switch Date; and
- (ii) if Automatic Coupon Switch is specified as applicable in the applicable Final Terms and an Automatic Coupon Switch Event occurs, the Rate of Interest or Premium Amount for the Certificates will be amended (a "**Coupon Switch**") from Pre-Switch Coupon specified in the applicable Final Terms to the Post-Switch Coupon specified in the applicable Final Terms on and after the Coupon Switch Date immediately following the SPS ACS Valuation Date or SPS ACS Valuation Period, as applicable, on which the Automatic Coupon Switch Event occurs.

If Additional Switch Coupon is specified as applicable in the applicable Final Terms, following the occurrence of a Coupon Switch, an Additional Switch Coupon Amount will be payable on the Additional Switch Coupon Payment Date. The "**Additional Switch Coupon Amount**" in respect of each nominal amount of Certificates equal to the Calculation Amount will be the amount specified as such in the applicable Final Terms. For the purposes of Conditions 6 and 11, Additional Switch Coupon Amount shall be deemed to be interest. For the avoidance of doubt, the Additional Switch Coupon Amount will only be paid on the single Additional Switch Coupon Payment Date.

Notice of any Coupon Switch will be given to Certificateholders in accordance with Condition 19.

"**Additional Switch Coupon Payment Date**" means the date specified as such in the applicable Final Terms, which such date must be an Interest Payment Date or a Premium Amount Payment Date, as applicable;

"**Automatic Coupon Switch Event**" means that:

- (A) the SPS ACS 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 Coupon Switch Level, (x) on a SPS ACS Valuation Date or (y) in respect of a SPS ACS Valuation Period, as specified in the applicable Final Terms;
- (B) if Digital Coupon or Snowball Digital Coupon is specified in the applicable Final Terms and Target Switch Coupon is specified as applicable in the applicable Final Terms, the number of times the Digital Coupon Condition or the Snowball Digital Coupon Condition, as the case may be, has been satisfied is equal to or greater than the Automatic Coupon Switch Level as of a SPS ACS Valuation Date; or
- (C) if Digital Coupon or Snowball Digital Coupon is not specified in the applicable Final Terms and Target Switch Coupon is specified as applicable in the applicable

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Final Terms, the Cumulative ACS Coupon is equal to or greater than the Automatic Coupon Switch Level as of a SPS ACS Valuation Date.

**"Automatic Coupon Switch Level"** means the number, amount, level or percentage specified as such in the applicable Final Terms;

**"Coupon Switch Date"** means each date specified as such or determined pursuant to the provisions in the applicable Final Terms;

**"Cumulative ACS Coupon"** means, in respect of a SPS ACS Valuation Date, (a) the sum of the values calculated for each Interest Period preceding the Current ACS Interest Period as the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for such Interest Period, plus (b) the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for the Current ACS Interest Period;

**"Current ACS Interest Period"** means, in respect of a SPS ACS Valuation Date, the Interest Period during which such SPS ACS Valuation Date falls;

**"SPS ACS Valuation Date"** means each Averaging Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"SPS ACS Valuation Period"** means each period specific as such in the applicable Final Terms; and

**"SPS ACS Value"** means, in respect of a SPS ACS Valuation Date or a SPS ACS Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

(i) *Condition to Interest Payment*

Where "Condition to Interest Payment" is specified as applicable in the applicable Final Terms, the obligation of the Issuer to pay an Interest Amount will be subject to the receipt of an aggregate amount equal to the aggregate Interest Amounts payable in respect of each Certificate outstanding on or prior to the relevant Interest Payment Date from the Swap Counterparty under the Swap Agreement. In the event that the Swap Counterparty fails to pay an amount under the Swap Agreement or the Swap Agreement terminates for any reason other than as scheduled on its scheduled termination date or where the termination of the Swap Agreement has resulted from an Event of Default thereunder where the Issuer is the Defaulting Party, the Issuer will have no further obligation to pay interest in respect of the Certificates and no Event of Default will occur in respect of such non-payment save where the termination of the Swap Agreement has resulted from an Event of Default thereunder where the Issuer is the Defaulting Party.

(j) *Interest Payments*

Interest will be paid subject to and in accordance with the provisions of Condition 6 (*Payments and Physical Delivery*). Interest will cease to accrue on each Certificate (or, in the case of the redemption of part only of a Certificate, that part only of such Certificate) on the due date for redemption thereof unless such Certificate is redeemed early. If such Certificate is redeemed early, (i) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption, (ii) if the applicable Final Terms specify that Accrual to Redemption is not applicable, no interest shall accrue or be payable in respect of which the relevant payment date has not occurred on or prior to the due date for redemption of such Certificate or (iii) if the applicable Final Terms specify that Accrual to Redemption is not applicable and Accrual to Preceding IPED is applicable, no interest shall accrue or be payable in respect of any period since the Interest Period End Date immediately preceding the occurrence of the relevant Early Redemption Event, unless in either case payment of principal and/or delivery of all assets deliverable is improperly withheld or refused. If upon due presentation thereof, payment of principal or the payment, and/or delivery of the Entitlement (if applicable and unless such Entitlement is to be delivered following a Physical Delivery Early Redemption Event in accordance with Condition 8(w)(ii)), is improperly withheld or

refused, interest will continue to accrue (as well after as before any judgment) at the Fixed Rate or, as the case may be, the Rate of Interest until whichever is the earlier of (i) the day on which all sums due and/or assets deliverable in respect of such Certificate up to that day are received by or on behalf of the holder of such Certificate and (ii) the day on which the Principal Warrant and Certificate Agent or any agent appointed by the Issuer to deliver such assets to Certificateholders has notified the holder thereof (either in accordance with Condition 19 (*Notices*) or individually) of receipt of all sums due in respect thereof up to that date. Where Suspension of Payments is specified as applicable in the applicable Final Terms, upon the occurrence, in the opinion of the Calculation Agent, of a Suspension Event, interest on the Notional Amount outstanding on the Certificates will be paid in accordance with this Condition 4 on the relevant Deferred Interest Payment Date provided that no interest shall be payable on the Certificates or any accrued interest thereon for the period from (and including) the relevant Interest Payment Date to such Deferred Interest Payment Date and, where an Early Redemption Event occurs prior to the end of the relevant Suspension Period, the reference in this Condition 4(j) to "Early Redemption Event" shall be read as reference to such Suspension Event. For the purposes of this Condition 4(j) "**Deferred Interest Payment Date**" means (A) the second Business Day following the final Business Day of the Suspension Period where no Early Redemption Event has occurred during the Suspension Period or, (B) where the Calculation Agent determines that the circumstances giving rise to such potential Early Redemption Event have been remedied (if possible) or no longer exist prior to the end of the applicable grace period such that no related Early Redemption Event has occurred, the second Business Day following the date on which the Calculation Agent makes such determination.

Where "Screen Rate Determination – SONIA", "Screen Rate Determination – SOFR", "Screen Rate Determination – €STR", "Screen Rate Determination – SARON" or "Screen Rate Determination – TONA" is specified in the applicable Final Terms, for the purposes of Condition 4(d), if accrued interest is required to be calculated in respect of a period, which, but for this provision, would not be an Interest Period, notwithstanding anything to the contrary in the Conditions, for the purposes of calculating such interest, the final Interest Period End Date shall be the date such period ends on (but excludes) and the final Interest Determination Date shall be the earliest date on which the Issuing and Paying Agent or the Calculation Agent, as applicable, determines that the Rate of Interest or Rate, as the case may be, for the final Interest Period can be determined.

Provided that in the case of Credit Linked Securities, these provisions shall be subject to the provisions contained in Annex 10 – "Additional Terms and Conditions for Credit Linked Securities".

(k) *Determination or Calculation by Trustee*

If for any reason at any relevant time the Principal Warrant and Certificate Agent or, as the case may be, the Calculation Agent defaults in its obligation to determine the Rate of Interest or the Principal Warrant and Certificate Agent defaults in its obligation to calculate any Interest Amount in accordance with Conditions 4(c)(ii) and 4(d) as the case may be, and in each case in accordance with Condition 4(c)(iii), the Trustee shall, (or shall appoint an agent on its behalf to do so), determine the Rate of Interest at such rate as, in its sole and absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition 4, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee shall (or shall appoint an agent on its behalf to do so) calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Principal Warrant and Certificate Agent or the Calculation Agent, as applicable.

"**Determination Period**" means each period from and including a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

"**Interest Period**" means the period beginning on and including the Interest Commencement Date and ending on but excluding the first Interest Period End Date and each successive period beginning

on (and including) an Interest Period End Date and ending on (but excluding) the next Interest Period End Date or such other period as is specified in the applicable Final Terms.

**"Interest Rate<sub>(i-1)</sub>"** means in respect of an Interest Period the Rate of Interest determined by the Calculation Agent in respect of the immediately preceding Interest Period. For the avoidance of doubt, Interest Rate<sub>(i-1)</sub> is expressed as a rate per annum, unless otherwise specified in the Final Terms.

**"Issue Date"** means the date specified as such on the applicable Final Terms.

(l) *Rounding generally*

In connection with the calculation of any amount payable in respect of the Certificates (including, without limitation, interest) and unless otherwise provided in these Terms and Conditions or in the applicable Final Terms, such amounts will, if necessary, be rounded to the nearest sub-unit (as defined above) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise as specified in the applicable Final Terms.

(m) *Dual Currency Linked Interest Certificates*

If the Certificates are specified in the applicable Final Terms as Dual Currency Linked Interest Certificates, the amount of interest calculated in respect of any Interest Payment Date is not an amount in the Settlement Currency, it will be converted into the Settlement Currency at the Specified Exchange Rate specified in the applicable Final Terms or, if no Specified Exchange Rate is specified, the Settlement Currency Exchange Rate on the relevant Settlement Currency Exchange Rate Observation Date.

**"Price Materiality Event"** means that, in respect of the determination of any Settlement Currency Exchange Rate, the Calculation Agent determines that the rate derived at the relevant time from the source specified in the Final Terms differs from the rate that would be derived at the relevant time from a source that the Calculation Agent deems, in good faith and in a commercially reasonable manner having taken into account any relevant market practice, to be equivalent, by more than 3 per cent.

**"Settlement Currency"** means the currency specified as such in the applicable Final Terms or, if no such currency is specified, the Specified Currency.

**"Settlement Currency Exchange Rate"** means in respect of a Settlement Currency Exchange Rate Observation Date, the rate of exchange (including any rates of exchange pursuant to which the relevant rate of exchange is derived) between the currencies and from the source(s) and at the time in each case specified in the applicable Final Terms on such day, as determined by the Calculation Agent, provided that if any source specified in the applicable Final Terms is not available or the Calculation Agent determines that there has been a Price Materiality Event, any such rate of exchange may be determined by the Calculation Agent by reference to such sources as it, any such rate of exchange may be determined by the Calculation Agent by reference to such sources as it, acting in good faith and in a commercially reasonable manner having taken into account any relevant market practice, considers to be appropriate.

**"Settlement Currency Exchange Rate Observation Date"** means the date falling the number of Business Days specified in the applicable Final Terms prior to the relevant scheduled payment date in respect of the Certificates.

**"Specified Exchange Rate"** means the rate of exchange specified in the applicable Final Terms.

**5. Premium Amount**

- (a) If so specified in the applicable Final Terms, the Certificates will not bear or pay interest but will pay one or more premium amounts, each such premium amount representing an amount payable by the Issuer as compensation for, and in recognition of, the assumption of the risk that in certain

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circumstances the Cash Settlement Amount payable on redemption of the Certificates may be less than the Issue Price or even zero.

- (b) A premium amount may be a fixed amount ("**Fixed Premium Amount Certificates**"), a variable amount ("**Variable Premium Amount Certificates**") and/or an amount calculated by reference to the performance of one or more index or custom index, share, inflation index, interest in an exchange traded fund, an exchange traded note, an exchange traded commodity or other exchange traded product (each an "**exchange traded instrument**"), commodity and/or commodity index, foreign exchange rate, fund, fund index and/or the credit of one or more reference entity or any combination thereof in the manner specified in the applicable Final Terms (such Certificates, "**Linked Premium Amount Certificates**") and may be subject to a Maximum Premium Amount Rate, as specified in the applicable Final Terms.
- (c) Each Certificate will pay the Premium Amount on each Premium Amount Payment Date provided that no Early Redemption Event or Event of Default has occurred on or prior to the Premium Amount Payment Date, and provided further that, if Automatic Early Redemption is specified as applicable in the applicable Final Terms, no Premium Amount will be payable unless the Premium Amount Payment Date falls on or prior to the Automatic Early Redemption Date.
- (d) The Premium Amount shall be rounded to the nearest sub-unit of the relevant Settlement Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) provided that if Rounding Convention 2 is specified as applicable in the applicable Final Terms, the Premium Amount shall not be subject to rounding but Certificates of the same Series held by the same Holder will be aggregated for the purpose of determining the aggregate Premium Amount in respect of such Certificates and the aggregate of such Premium Amounts will be rounded down to the nearest whole sub-unit of the Settlement Currency in such manner as the Calculation Agent shall determine. Such Premium Amount will be paid in accordance with Condition 6 (*Payments and Physical Delivery*).
- (e) If a Business Day Convention is specified in the applicable Final Terms as applying to a Premium Amount Payment Date and (i) if there is no numerically corresponding day in the calendar month in which a Premium Amount Payment Date should occur or (ii) if any Premium Amount Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:
  - (i) the Following Business Day Convention, such Premium Amount Payment Date shall be postponed to the next day which is a Business Day; or
  - (ii) the Modified Following Business Day Convention, such Premium Amount Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Premium Amount Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or
  - (iii) the Preceding Business Day Convention, such Premium Amount Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.
- (f) Definitions relating to Premium Amount(s):

**"Premium Amount"** means, in respect of a Premium Amount Payment Date and a Certificate

  - (i) in respect of Fixed Premium Amount Certificates, the amount specified in the applicable Final Terms;
  - (ii) in respect of Variable Premium Amount Certificates, an amount calculated by the Calculation Agent on the basis set out, in the applicable Final Terms; or
  - (iii) in respect of Linked Premium Amount Certificates, an amount calculated by the Calculation Agent equal to the Notional Amount x the Premium Amount Rate and, if a Day Count Fraction is specified in the applicable Final Terms, multiplying such sum by the applicable

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Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Settlement Currency, half of any such sub-unit being rounded upwards or otherwise in according with applicable market convention,

in each case, if the resulting 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;

**"Premium Amount Payment Date"** means each date specified as such in the applicable Final Terms; and

**"Premium Amount Period"** means the period from (and including) the Issue Date to (but excluding) the first Premium Amount Payment Date and each following period from (and including) a Premium Amount Payment Date to (but excluding) the next occurring Premium Amount Payment Date.

References in these Conditions to "Interest Valuation Time" or "Interest Valuation Date" will, in the case of Linked Premium Amount Certificates, be deemed to be references to "Premium Amount Valuation Time" or "Premium Amount Valuation Date", as applicable.

- (g) The Calculation Agent will cause each Premium Amount for each Premium Amount Payment Date to be notified to the Principal Warrant and Certificate Agent, the Issuer and the Guarantor (if applicable) (such notifications to occur no later than the Business Day following such determination), and (in the case of Certificates which are listed on the Luxembourg Stock Exchange and the rules of such stock exchange so require) Luxembourg Stock Exchange and, if applicable, to any other stock exchange on which the relevant Certificates are for the time being listed. In addition, the Calculation Agent shall publish or cause to be published such Premium Amount in accordance with Condition 19 (*Notices*) as soon as possible after their determination but in no event later than the fifth Luxembourg Business Day thereafter.
- (h) Where the Certificates are Variable Premium Amount Certificates and Linear Interpolation is specified as applicable in respect of a Premium Amount Period in the applicable Final Terms, the Premium Amount Rate for such Premium Amount Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms), the FBF Rate (where FBF Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Premium Amount Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Premium Amount Period, provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

**"Designated Maturity"** means (i) in relation to Screen Rate Determination, the period of time designated in the Reference Rate or (ii) in relation to FBF Determination, the period of time specified in the relevant FBF Rate.

- (i) If the applicable Final Terms specifies a Minimum Premium Amount Rate for any Premium Amount Period, then, in the event that the Premium Amount Rate in respect of such Premium Amount Period is less than such Minimum Premium Amount Rate, the Premium Amount Rate for such Interest Period shall be such Minimum Premium Amount Rate.

If the applicable Final Terms specifies a Maximum Premium Amount Rate for any Premium Amount Period, then, in the event that the Premium Amount Rate in respect of such Premium Amount Period is greater than such Maximum Premium Amount Rate, the Premium Amount Rate for such Premium Amount Period shall be the Maximum Premium Amount Rate.

## 6. Payments and Physical Delivery

For the purposes of this Condition 6, references to payment or repayment (as the case may be) of principal and/or interest and other similar expressions will, where the context so admits, be deemed also to refer to physical delivery of any Entitlement.

### (a) *Method of Payment*

The "**Cash Settlement Amount**" shall be an amount (which may never be less than zero) to which the Holder of Certificates is entitled in the Settlement Currency in relation to each such Certificate equal to the Final Redemption Amount 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 if Rounding Convention 2 is specified as applicable in the applicable Final Terms, the Cash Settlement Amount shall not be subject to rounding but Certificates of the same Series held by the same Holder of Certificates 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.

If the Cash Settlement Amount is not an amount in the Settlement Currency, if specified in the applicable Final Terms it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms;

### (i) *Registered Certificates*

Payments of the Cash Settlement Amount (or, where Certificates are redeemable in instalments, the final instalment) in respect of each Registered Certificate (whether or not in global form) will be made 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 Warrant and Certificate Agents. Such payments will be made 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 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 (in each case, the "**Record Date**"). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the aggregate Issue Price 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), provided that, any payment in CNY will be made solely by transfer to the Designated Account in the CNY Settlement Centre(s) of the holder (or the first named of joint holders) of the Registered Certificate 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 (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).

Payments of interest and, where Certificates are redeemable in instalments, each instalment (other than the final instalment) in respect of each Registered Certificate (whether or not in global form) will be made by a cheque in the Settlement Currency drawn on a Designated Bank and mailed on the business day in the city where the specified office of the Registrar is located immediately

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preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Certificate appearing in the Register at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the Record Date at his address shown in the Register on the Record Date and at his risk. Notwithstanding the foregoing, payment of the Interest Amount in CNY will be made solely by transfer to the Designated Account in the CNY Settlement Centre(s) of the holder (or the first named of joint holders) of the Registered Certificates in appearing in the Register. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Certificate, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Registered Certificates which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Certificate on redemption and the final instalment (if applicable) will be made in the same manner as payment of the Cash Settlement Amount in respect of such Registered Certificate.

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 in respect of any payments of the Cash Settlement Amount, any instalment (if applicable) or interest in respect of the Registered Certificates.

Neither the Issuer, the Guarantor (if applicable), the Trustee nor any of the 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.

### (ii) *Global Certificates*

Except in the case of Registered Certificates, payments of the Cash Settlement Amount, any instalments (if applicable) and interest (if any) in respect of Certificates represented by any Global Certificate will be made in the manner specified in the relevant Global Certificate against presentation or surrender, as the case may be, of such Global Certificate at the specified office of any Warrant and Certificate Agent outside of the United States. A record of each payment made on such Global Certificate, distinguishing between any payment of principal and any payment of interest, will be made on such Global Certificate by the Warrant and Certificate Agent to which such 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.

If "CNY Payment Disruption Event" is specified as applicable in the applicable Final Terms, in the event that the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, 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 any forthcoming Payment 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 of the relevant Registered Certificates as soon as practicable of the occurrence of such CNY Payment Disruption Event in accordance with Condition 19 (*Notices*).

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:

#### (A) Postponement

If "Postponement" is specified as applicable in the applicable Final Terms, then the Affected Payment Date shall be postponed until the earlier of (1) the second Business Day following the day on which such CNY Payment Disruption Event ceases to exist, and (2) 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 of the Registered Certificates in accordance with Condition 19 (*Notices*). For the avoidance of doubt, no amount of interest shall be payable in respect of any delay in payment of any amount(s) due to the adjustment of any Affected Payment Date.

In the event that, pursuant to the preceding paragraph, the Affected Payment Date is adjusted to fall on the CNY Payment Disruption Cut-off Date and the Calculation Agent determines that a CNY Payment Disruption Event still exists on such day, then the Issuer shall make payment of the Equivalent Amount of the relevant Interest Amount, Cash Settlement Amount, Credit Event Redemption Amount, Instalment Amount or such other amount payable (if applicable) on the CNY Payment Disruption Cut-off Date and notice thereof shall be given to the relevant holders of the Registered Certificates in accordance with Condition 19 (*Notices*). Any such payment made by the Issuer on the CNY Payment Disruption Cut-off Date shall be in full and final settlement of its obligations to pay such amount in respect of the Certificates.

(B) Payment of Equivalent Amount

If "Payment of Equivalent Amount" is specified as applicable in the applicable Final Terms, the Issuer shall, upon giving notice prior to the relevant Affected Payment Date to the holders of the Registered Certificates in accordance with Condition 19 (*Notices*), make payment of the Equivalent Amount of the relevant Interest Amount, Cash Settlement Amount, Credit Event Redemption Amount, Instalment Amount 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 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**"); or

- (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, provided that, if no CNY Settlement Centre is specified in the applicable Final Terms, the CNY Settlement Centre will be Hong Kong.

"**Equivalent Amount**" means, following the occurrence of a CNY Payment Disruption Event and, in respect of the relevant Interest Amount, Cash Settlement Amount, Credit Event Redemption Amount, Instalment Amount 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 (acting in good faith and in a commercially reasonable manner), by converting the Relevant CNY Amount into the Equivalent Amount Settlement Currency at 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 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 the Calculation Agent of the bid and offer exchange rates for the conversion of CNY into the Equivalent Amount Settlement Currency provided by two or more leading dealers on a foreign exchange market (as selected by the Calculation Agent, acting in good faith and in a commercially reasonable manner) at the Equivalent Amount Settlement Valuation Time on such day. If fewer than two leading dealers provide the Calculation Agent with bid and offer exchange rates for the conversion of CNY into the Equivalent Amount Settlement Currency on such day, the Calculation Agent shall determine the Equivalent Amount Settlement Price, acting in good faith and in a commercially reasonable manner.

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

"**Equivalent Amount Settlement Valuation Time**" means the time specified as such 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 would 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

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materially increased amount of taxes, duties, expenses or fees (as compared with circumstances existing on the Trade Date) to perform such action.

The holder of the relevant Global Certificate shall be the only person entitled to receive payments in respect of Certificates represented by such 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 Global Certificate in respect of each amount so paid. Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg as the holder of a particular Notional Amount of Certificates must look solely to Euroclear and/or Clearstream, Luxembourg, 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 Global Certificate. No person other than the holder of the relevant Global Certificate shall have any claim against the Issuer or the Guarantor (if applicable) in respect of any payments due on that Global Certificate.

Where the Certificates pay Premium Amount(s), subject as provided below, the Issuer, failing which, the Guarantor (if applicable), shall pay or cause to be paid the Premium Amount for each Certificate in respect of each Premium Amount Payment Date by credit or transfer to the Certificateholder's account with the relevant Clearing System for value on the relevant Premium Amount Payment Date, such payment to be made in accordance with the rules of such Clearing System.

If any date for payment of any amount in respect of any Certificate is not a Payment Day, then the holder thereof shall not be entitled to payment of the amount due until the next following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay.

For these purposes, "**Payment Day**" means any day which (subject to Condition 11 (*Prescription*)) is 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:

- (A) each Financial Centre (other than the T2 System) specified in the applicable Final Terms; and
- (B) in relation to any sum payable in euro, a day on which the T2 System is open. If the due date for redemption of any interest bearing Certificate in definitive form is not a due date for the payment of interest relating thereto, interest accrued in respect of such Certificate from (and including) the last preceding due date for the payment of interest (or from the Interest Commencement Date) will be paid against surrender of such Certificate.

The names of the initial Principal Warrant and Certificate Agent and the other initial Warrant and Certificate Agents and their initial specified offices are set out below. The Issuer reserves the right at any time to vary or terminate the appointment of any Warrant and Certificate Agent and to appoint additional or other Warrant and Certificate Agents and/or to approve any change in the specified office of any Warrant and Certificate Agent, provided that:

- (1) so long as any Certificates are listed on any stock exchange, there will at all times be a Warrant and Certificate Agent and a Transfer Agent, which may be the Registrar (in the case of Registered Certificates) with a specified office in the place required by the rules and regulations of the relevant stock exchange; and
- (2) there will at all times be a Principal Warrant and Certificate Agent and a Registrar; and
- (3) the Issuer undertakes that it will ensure that it maintains a Warrant and Certificate Agent.

Payments in respect of the Certificates will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 10.

### (iii) *FX Settlement Disruption*

If the Settlement Currency specified in the applicable Final Terms is a Relevant Currency, FX Settlement Disruption will apply, and:

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- (A) if, on the second Business Day prior to the Disrupted Payment Date, the Calculation Agent (in good faith and in a commercially reasonable manner) determines that a FX Settlement Disruption Event has occurred and is subsisting, the Issuer shall give notice (a "**FX Settlement Disruption Notice**") to the Certificateholders in accordance with Condition 19 (*Notices*) as soon as reasonably practicable thereafter and, in any event, prior to the relevant Disrupted Payment Date;
- (B) following the occurrence of a FX Settlement Disruption Event:
  - (1) the date for payment of the relevant Disrupted Amount will be postponed to (i) the second Business Day following the date on which the Calculation Agent determines that a FX Settlement Disruption Event is no longer subsisting or if earlier (ii) the date falling thirty calendar days following the scheduled due date for payment of the relevant Disrupted Amount (the "**FX Settlement Disruption Cut-off Date**") which, for the avoidance of doubt, may be later than the scheduled Redemption Date; and
  - (2) (i) in the case of (1)(i) above, the Issuer will pay the relevant Disrupted Amount, less FX Settlement Disruption Expenses (if any), in the Settlement Currency specified in the applicable Final Terms or, (ii) in the case of (1)(ii) above, in lieu of paying the relevant Disrupted Amount in the relevant Settlement Currency, the Issuer will, subject to sub-paragraph (C) below, convert the relevant Disrupted Amount into the FX Settlement Disruption Currency (using the FX Settlement Disruption Exchange Rate for the relevant Disrupted Payment Date) and will pay the relevant Disrupted Amount, less FX Settlement Disruption Expenses (if any), in the FX Settlement Disruption Currency on the FX Settlement Disruption Cut-off Date;
- (C) if sub-paragraph (B)(1)(ii) applies, the Calculation Agent will determine the FX Settlement Disruption Exchange Rate in good faith and in a commercially reasonable manner in accordance with the following procedures:
  - (1) the FX Settlement Disruption Exchange Rate shall be 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 Settlement Currency/FX Settlement Disruption Currency exchange rates provided by two or more leading dealers on a foreign exchange market (as selected by the Calculation Agent) on such day; or
  - (2) if fewer than two leading dealers provide the Calculation Agent with bid and offer Settlement Currency/FX Settlement Disruption Currency exchange rates on such day, the Calculation Agent shall determine the FX Settlement Disruption Exchange Rate acting in good faith and in a commercially reasonable manner;
- (D) this Condition 6(a)(iii) shall not apply to Dual Currency Linked Interest Certificates;
- (E) for the avoidance of doubt, no Interest Period will be adjusted as a result of the postponement of any interest payment pursuant to this Condition 6(a)(iii), and no additional interest will be paid in respect of any postponement of the date for payment;

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(F) for the avoidance of doubt, nothing contained in this Condition 6(a)(iii) shall prevent the Issuer from determining that an Additional Disruption Event and/or Optional Additional Disruption Event has occurred, in which case, the provisions of Condition 8(o) shall prevail in the event of any conflict between this Condition 6(a)(iii) and Condition 8(o);

(G) For these purposes:

**"Disrupted Amount"** means the relevant Interest Amount, Final Redemption Amount or such other amount payable (if any);

**"Disrupted Payment Date"** means the due date for payment of the relevant Interest Amount, Final Redemption Amount or such other amount payable (if any);

**"FX Settlement Disruption Currency"** means US dollars ("USD");

**"FX Settlement Disruption Event"** means the occurrence of an event which makes it unlawful, impossible or otherwise impracticable to pay any Disrupted Amount in the Settlement Currency on the scheduled due date for payment;

**"FX Settlement Disruption Exchange Rate"** means the rate of exchange between the Settlement Currency (as specified in the applicable Final Terms) and the FX Settlement Disruption Currency, determined by the Calculation Agent in accordance with the provisions of sub-paragraph (C) above;

**"FX Settlement Disruption Expenses"** means the sum of (i) the cost to the Issuer and/or its Affiliates of unwinding any hedging arrangements related to the Certificates and (ii) any transaction, settlement or other costs and expenses arising directly out of the occurrence of a FX Settlement Disruption Event or the related payment of the Disrupted Amount, all as determined by the Calculation Agent in good faith and in a commercially reasonable manner; and

**"Relevant Currency"** means each of Emirati Dirhams ("AED"), Argentinian Pesos ("ARS"), Australian Dollars ("AUD"), Bermudan Dollars ("BMD"), Bulgarian Leva ("BGN"), Bahraini Dinars ("BHD"), Botswana Pula ("BWP"), Brazilian Reals ("BRL"), Canadian Dollars ("CAD"), Swiss Francs ("CHF"), Chilean Pesos ("CLP"), Czech Koruna ("CZK"), Danish Kroner ("DKK"), Euro ("EUR"), Great British Pounds ("GBP"), Ghanaian Cedis ("GHS"), Hong Kong Dollars ("HKD"), Croatian Kuna ("HRK"), Hungarian Forints ("HUF"), Indonesian Rupiah ("IDR"), Israeli Shekels ("ILS"), Icelandic Krónur ("ISK"), Jordanian Dinars ("JOD"), Japanese Yen ("JPY"), Kenyan Shillings ("KES"), Kuwaiti Dinars ("KWD"), Kazakhstani Tenge ("KZT"), Lebanese Pounds ("LBP"), Moroccan Dirhams ("MAD"), Mauritian Rupees ("MUR"), Mexican Pesos ("MXN"), Malaysian Ringgits ("MYR"), Namibian Dollars ("NAD"), Nigerian Naira ("NGN"), Norwegian Kroner ("NOK"), New Zealand Dollars ("NZD"), Omani Riyals ("OMR"), Peruvian Nuevos Soles ("PEN"), Philippine Pesos ("PHP"), Polish Zloty ("PLN"), Qatari Riyals ("QAR"), Romanian Lei ("RON"), Russian Roubles ("RUB"), Saudi Riyals ("SAR"), Swedish Kronor ("SEK"), Singaporean Dollars ("SGD"), Thai Baht ("THB"), Tunisian Dinars ("TND"), Turkish Lira ("TRY"), United States Dollars ("USD") and South African Rand ("ZAR").

(b) *Physical Delivery*

(i) *Physical Delivery*

(A) *Asset Transfer Notices*

In relation to Certificates (x) to be redeemed by delivery or (in the case of Credit Linked Certificates) Delivery of the Entitlement(s) or (y) in respect of which Physical Settlement upon Physical Delivery Event is specified to be applicable in the applicable Final Terms and a Physical Delivery Event has been determined to have occurred in accordance with Condition 8(w) or (z) in respect of which Physical Settlement upon an Acceleration is applicable and the Compartment Security is to be enforced in accordance with Condition 14, in order to obtain delivery or Delivery of the Entitlement in respect of any Certificate, the relevant Certificateholder must:

- (1) if such Certificate is represented by a Global Certificate, the relevant Certificateholder must deliver to Euroclear or Clearstream, Luxembourg (as applicable), with a copy to the Warrant and Certificate Agent and any entity appointed by the Issuer to deliver or Deliver, as the case may be, the Entitlement on its behalf (the "**Delivery Agent**") not later than the close of business in each place of reception on the Cut-Off Date, a duly completed asset transfer notice (an "**Asset Transfer Notice**") in the form set out in the Agency Agreement; and
- (2) if such Certificate is in definitive form, the relevant Certificateholder must deliver to the Registrar or any Warrant and Certificate Agent, with a copy to the Principal Warrant and Certificate Agent and the Delivery Agent (as defined above) not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice in the form set out in the Agency Agreement.

For the purposes hereof, "**Cut-off Date**" means the date specified as such in the applicable Final Terms or if not so specified (a) in respect of a Certificate that is not a Credit Linked Certificate, the third Business Day immediately preceding the Redemption Date, (b) in respect of a Certificate that is not a Credit Linked Certificate where "SPS Accumulator AER Payout" is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event has occurred, the third Business Day preceding the relevant Automatic Early Redemption Date in respect of which an Automatic Early Redemption Event has occurred or (c) in respect of Credit Linked Certificates, the third Business Day immediately preceding the Physical Settlement Date (or, if earlier, the tenth Business Day following the NOPS Effective Date of the Notice of Physical Settlement) (each as defined in Annex 10 (*Additional Terms and Conditions for Credit Linked Securities*)) (the "**Credit Linked Conditions**") and "**Entitlement**" means (i) the quantity of the Relevant Asset(s) equal to the Entitlement Amount specified in its Final Terms, (ii) following the occurrence of a Physical Delivery Event or Physical Delivery Early Redemption Event, shall have the meaning given to it in Condition 8(w) or (iii) following the occurrence of a Certificate Acceleration where Condition 14(b) is applicable, the Enforcement Entitlement determined in accordance with Condition 14(b).

Copies of the Asset Transfer Notice may be obtained during normal business hours from the specified office of the Registrar or any Warrant and Certificate Agent.

An Asset Transfer Notice may only be delivered (I) if such Certificate is represented by a Global Certificate, in such manner as is acceptable to Euroclear or Clearstream, Luxembourg, as the case may be, or (II) if such Certificate is in definitive form, in writing.

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If this Certificate is in definitive form, this Certificate must be delivered together with the duly completed Asset Transfer Notice.

The Asset Transfer Notice shall:

- (aa) specify the name, address and contact telephone number of the relevant Certificateholder and the person from whom the Issuer or Delivery Agent may obtain details for the delivery or Delivery of the Entitlement;
- (bb) specify the series number of the Certificates and the number of Certificates which are the subject of such notice;
- (cc) in the case of Certificates represented by a Global Certificate, specify the number of Certificates which are the subject of such notice and the number of the Certificateholder's account at the relevant Clearing System to be debited with such Certificates and irrevocably instruct and authorise the relevant Clearing System to debit the relevant Certificateholder's account with such Certificates on or before the Delivery Date or (in the case of Credit Linked Certificates) the Delivery Date (as defined in the Credit Linked Conditions);
- (dd) include an undertaking to pay all Expenses and, in the case of Certificates represented by a Global Certificate, an authority to the relevant Clearing System to debit a specified account with the relevant Clearing System in respect thereof and to pay such Expenses;
- (ee) include such details as are required for delivery or Delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered or Delivered and specify the name and number of the Certificateholder's account to be credited with any cash payable by the Issuer, including pursuant to Credit Linked Condition 4, in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver and the Issuer (following a notification to such effect from the Calculation Agent) electing to pay the Disruption Cash Redemption Amount or Failure to Deliver Redemption Amount, as applicable, or as a result of the Issuer (following a notification to such effect from the Calculation Agent) electing to pay the Alternate Cash Redemption Amount;
- (ff) certify that the beneficial owner of each Certificate is not a U.S. person (as defined in the Asset Transfer Notice), the Certificate is not being redeemed within the United States or on behalf of a U.S. person and no cash, securities or other property have 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 redemption thereof or following a Physical Delivery Event (where applicable), or enforcement of the Compartment Security in accordance with Condition 14(b), as the case may be; and
- (gg) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

If Condition 6(b)(ii) (*Variation of Settlement*) applies, the form of Asset Transfer Notice required to be delivered will be different from that set out above. Copies of such Asset Transfer Notice may be obtained from the Registrar or any Warrant and Certificate Agent.

(B) *Verification of the Certificateholder*

In the case of Certificates represented by a Global Certificate, upon receipt of an Asset Transfer Notice, the relevant Clearing System shall verify that the person delivering the Asset Transfer Notice is the holder of the Certificates described therein according to its records. Subject thereto, the relevant Clearing System will confirm to the Principal Warrant and Certificate Agent the series number and number of Certificates the subject of such notice, the relevant account details and the details for the delivery of the Entitlement of each Certificate. Upon receipt of such confirmation, the Principal Warrant and Certificate Agent will inform the Issuer and any Delivery Agent thereof. The relevant Clearing System will on or before the Delivery Date or (in the case of Credit Linked Certificates) the Delivery Date (as defined in the Credit Linked Conditions), as the case may be, debit the securities account of the relevant Certificateholder with the relevant Certificates.

(C) *Determinations and Delivery*

Any determination as to whether an Asset Transfer Notice is duly completed and in proper form shall be made, in the case of Certificates represented by a Global Certificate, by the relevant Clearing System or, in the case of Certificates in definitive form, by the Registrar, or in each case in consultation with the Principal Warrant and Certificate Agent, and shall be conclusive and binding on the Issuer, the Guarantor (if applicable), the Principal Warrant and Certificate Agent(s), any Delivery Agent and the relevant Certificateholder. Subject as set out below, any Asset Transfer Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Warrant and Certificate Agent and any Delivery Agent immediately after being delivered or sent as provided in paragraph (A) above, shall be null and void.

If such Asset Transfer Notice is subsequently corrected to the satisfaction of, in the case of Certificates represented by a Global Certificate, the relevant Clearing System, or, in the case of Certificates in definitive form, by the Registrar, or in each case in consultation with the Principal Warrant and Certificate Agent, it shall be deemed to be a new Asset Transfer Notice submitted at the time such correction was delivered as provided above.

No Asset Transfer Notice may be withdrawn after receipt thereof by the relevant Clearing System, the Registrar or any Warrant and Certificate Agent, as provided above. After delivery of an Asset Transfer Notice, the relevant Certificateholder may not transfer the Certificates which are the subject of such notice.

The Entitlement will be delivered at the risk of the relevant Certificateholder, in the manner provided below on the date fixed for redemption or, in the case where delivery of the Entitlement results from the occurrence of a Physical Delivery Event, the Unwind Date notified to Certificateholders in accordance with Condition 19 (*Notices*) or the date notified to Certificateholders in accordance with Condition 19 (*Notices*) in accordance with Condition 14(b) (such date, subject to adjustment in accordance with this Condition, the "**Delivery Date**") or in the case of Credit Linked Certificates Delivered at the risk of the relevant Certificateholder, in the manner provided below on the Delivery Date (as defined in the Credit Linked Conditions), provided that the Asset Transfer Notice is duly delivered as provided above on or prior to the Cut-Off Date.

If a Certificateholder fails to give an Asset Transfer Notice as provided herein with a copy to the Principal Warrant and Certificate Agent and the Delivery Agent, on or prior to the Cut-Off Date, then the Entitlement will be delivered or, as the case may be, Delivered as soon as practicable after the date fixed for redemption (in which case, such date of delivery shall be the Delivery Date) or (in the case of Credit Linked Certificates or following a Physical Delivery Event or a Certificate



Acceleration where Condition 14(b) is applicable) the original date fixed for delivery at the risk of such Certificateholder in the manner provided below. For the avoidance of doubt, in such circumstances such Certificateholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Delivery Date falling after the date fixed for redemption or the original date fixed for delivery, as applicable and no liability in respect thereof shall attach to the Issuer or the Guarantor (if applicable), if any.

The Issuer (or any Delivery Agent on its behalf) shall at the risk of the relevant Certificateholder, deliver or procure the delivery of the Entitlement for each Certificate or (in the case of Credit Linked Certificates) Deliver the Deliverable Obligations, obligations and/or other assets comprising the Entitlement, pursuant to the details specified in the Asset Transfer Notice or in such commercially reasonable manner as the Calculation Agent shall acting in good faith determine and notify to the person designated by the Certificateholder in the relevant Asset Transfer Notice. All costs, taxes, duties and/or expenses including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes ("**Expenses**") arising from the delivery of the Entitlement or the Delivery of the Deliverable Obligations, obligations and/or other assets comprising the Entitlement, as the case may be, in respect of such Certificates shall be for the account of the relevant Certificateholder and no delivery of the Entitlement or the Delivery of the Deliverable Obligations, obligations and/or other assets comprising the Entitlement, as the case may be, shall be made until all Expenses have been paid to the satisfaction of the Issuer by the relevant Certificateholder.

(D) *General*

If Aggregation is specified as applicable in the applicable Final Terms, Certificates held by the same Certificateholder will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Certificates, provided that, the aggregate Entitlements in respect of the same Certificateholder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and in lieu thereof a cash adjustment calculated by the Calculation Agent acting in good faith and in a commercially reasonable manner shall be paid to the Certificateholder.

Following the Delivery Date of a Share all dividends on the relevant Shares to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares executed on the Delivery Date and to be delivered in the same manner as such relevant Shares. Any such dividends to be paid to a Certificateholder will be paid to the account specified by the Certificateholder in the relevant Asset Transfer Notice as referred to in Condition 6(b)(i)(A) (*Asset Transfer Notices*).

For such period of time after delivery or Delivery of the Entitlement as the Issuer or any person acting on behalf of the Issuer shall continue to be the legal owner of the securities or Deliverable Obligations, obligations and/or other assets comprising the Entitlement (the "**Intervening Period**"), none of the Issuer, the Guarantor (if applicable), the Warrant and Certificate Agents, the Registrar, any Delivery Agent or any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Certificateholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities, obligations, assets or Deliverable Obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities, obligations, assets or Deliverable Obligations or (iii) be under any liability to a Certificateholder in respect of any loss or damage which such Certificateholder may sustain or suffer as a result, whether directly or

indirectly, of that person being registered during such Intervening Period as legal owner of such securities, obligations, assets or Deliverable Obligations.

(E) *Settlement Disruption*

The provisions of this Condition 6(b)(i)(E) apply to Certificates other than Credit Linked Certificates or where Condition 14(b) is applicable and the Enforcement Entitlement is to be delivered following a Certificate Acceleration.

If, in the opinion of the Calculation Agent, delivery of the Entitlement in such commercially reasonable manner as the Calculation Agent has determined is not practicable by reason of a Settlement Disruption Event (as defined below) having occurred and continuing on the Delivery Date, then the Delivery Date shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that, the Issuer may elect to satisfy its obligations in respect of the relevant Certificate by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the Relevant Assets comprising the Entitlement, the Delivery Date for the Relevant Assets not affected by the will be the originally designated Delivery Date. For so long as delivery of the Entitlement is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof the Issuer may elect to satisfy its obligations in respect of the relevant Certificate by payment to the relevant Certificateholder of the Disruption Cash Redemption Amount (as defined below) on the fifth Business Day following the date that notice of such election is given to the Certificateholders in accordance with Condition 19 (*Notices*). Payment of the Disruption Cash Redemption Amount will be made in such manner as shall be notified to the Certificateholders in accordance with Condition 19 (*Notices*). The Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with Condition 19 (*Notices*) that a Settlement Disruption Event has occurred. No Certificateholder shall be entitled to any payment in respect of the relevant Certificate in the event of any delay in the delivery of the Entitlement due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer.

For the purposes hereof:

**"Disruption Cash Redemption Amount"**, in respect of any relevant Certificate, shall be the fair market value of such Certificate (taking into account, where the Settlement Disruption Event affected some but not all of the Relevant Assets comprising the Entitlement and such non affected Relevant Assets have been duly delivered as provided above, the value of such Relevant Assets), less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Swap Counterparty and/or its affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner;

**"Relevant Asset"** means the Relevant Asset specified in the applicable Final Terms, or, where applicable, as set out in Condition 8(w)(iv);

**"Settlement Business Day"** has the meaning specified in the applicable Final Terms; and

**"Settlement Disruption Event"** means, in the opinion of the Calculation Agent, an event beyond the control of the Issuer or the Guarantor (if applicable), as the case may be, as a result of which the Issuer or the Guarantor (if applicable), as the case

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may be, cannot make delivery of the Relevant Asset(s) using the method specified in the applicable Final Terms.

(F) *Additional Provisions for Credit Linked Certificates*

In the case of Credit Linked Certificates, the provisions contained in Annex 10 – *(Additional Terms and Conditions for Credit Linked Securities)* will apply.

(ii) *Variation of Settlement*

(A) If the applicable Final Terms indicate that the Issuer has an option to vary settlement in respect of the Certificates, the Issuer may, at its sole and unfettered discretion in respect of each such Certificate, elect not to pay the relevant Certificateholders the Cash Settlement Amount or to deliver or procure delivery of the Entitlement to the relevant Certificateholders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Cash Settlement Amount on the Redemption Date to the relevant Certificateholders, as the case may be. Notification of such election will be given to Certificateholders in accordance with Condition 19 (*Notices*).

(B) If specified in the applicable Final Terms, the Issuer shall, in respect of each Certificate, in lieu of delivering or procuring the delivery of the Entitlement to the relevant Certificateholders, make payment of the Cash Settlement Amount on the Redemption Date to the relevant Certificateholders.

(iii) *Issuer's Option to Substitute Assets or to pay the Alternate Cash Redemption Amount*

Unless Issuer's Option to Substitute Assets is specified as not applicable in the applicable Final Terms, following a valid redemption of Certificates in accordance with these Conditions, the Issuer may, in respect of such Certificates, if the Calculation Agent determines (acting in good faith and in a commercially reasonable manner) that the Relevant Asset or Relevant Assets, as the case may be, comprises shares which are not freely tradeable, elect either (A) to substitute for the Relevant Asset or the Relevant Assets, as the case may be, an equivalent value (as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner) of such other shares which the Calculation Agent determines, in good faith and in a commercially reasonable manner, are freely tradeable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be) or (B) not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, as the case may be, to the relevant Certificateholders, but in lieu thereof to make payment to the relevant Certificateholder on the Delivery Date of an amount equal to the fair market value as determined by the Calculation Agent (unless otherwise specified) (the "**fair market value**") of the Entitlement on the Valuation Date as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner by reference to such sources as it considers appropriate (the "**Alternate Cash Redemption Amount**"). Notification of any such election will be given to Certificateholders in accordance with Condition 19 (*Notices*) and in the event that the Issuer elects to pay the Alternate Cash Redemption Amount such notice shall give details of the manner in which such amount shall be paid.

For purposes hereof, a "**freely tradeable**" share shall mean (i) with respect to the United States, a share which is registered under the Securities Act or not restricted under the Securities Act and which is not purchased from the issuer of such share and not purchased from an affiliate of the issuer of such share or which otherwise meets the requirements of a freely tradeable share for purposes of the Securities Act, in each case, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner or (ii) with respect to any other jurisdiction, a share not subject to any legal restrictions on transfer in such jurisdiction.

(iv) *Rights of Certificateholders and Calculations*

None of the Issuer, the Guarantor (if applicable), the Trustee, the Calculation Agent, any Delivery Agent and the Agents shall have any responsibility for any errors or omissions (to the extent permitted by any applicable law) in any calculation or determination in respect of the Certificates.

The purchase of Certificates does not confer on any holder of such Certificates any rights (whether in respect of voting, distributions or otherwise) attaching to any Relevant Asset.

(c) *Currency unavailability*

This Condition shall apply when payment is due to be made in respect of any Certificate in the Specified Currency (other than where the Specified Currency is euro) and the Specified Currency is not available to the Issuer or the Guarantor (as applicable) due to the imposition of exchange controls, the Specified Currency's replacement or disuse or other circumstances beyond the control of the Issuer or the Guarantor (as applicable) ("**Currency Unavailability**"). In the event of Currency Unavailability, the Issuer or the Guarantor (as applicable) will be entitled to satisfy its obligations to the holder of such Certificate by making payment in euro on the basis of the spot exchange rate at which the Specified Currency is offered in exchange for euro in an appropriate inter-bank market at noon, Paris time, four Business Days prior to the date on which payment is due or, if such spot exchange rate is not available on that date, as of the most recent prior practicable date. Any payment made in euro in accordance with this paragraph will not constitute an Event of Default.

(d) *FX Disruption Event*

If (x) FX Settlement Disruption Event Determination is specified as applicable in the applicable Final Terms, this Condition 6(d) will only apply if, in the determination of the Calculation Agent, the FX Disruption Event is not attributable to the Issuer, but substantially alters the economics of the Certificates compared to the economics as of the Issue Date or (y) FX Settlement Disruption Event Determination is not specified as applicable in the applicable Final Terms, this Condition 6(d) will apply.

(i) If on (A) any Settlement Currency Exchange Rate Observation Date or (B) (other than in the case of a FX Disruption Event which is a Dual Exchange Rate Event, Illiquidity Disruption or an Unscheduled Holiday) if a Specified Exchange Rate is specified in the applicable Final Terms, the second Business Day prior to the due date for payment of any amount calculated using such Specified Exchange Rate, the Calculation Agent determines that a FX Disruption Event has occurred and is subsisting it will give notice (an "**FX Disruption Notice**") to the Certificateholders in accordance with Condition 19 as soon as reasonably practicable thereafter and, in any event, prior to the relevant due date for payment of the relevant amount to be calculated using such Settlement Currency Exchange Rate or Specified Exchange Rate, as applicable.

(ii) Following the occurrence of a FX Disruption Event:

(A) the date for payment of the relevant amount to be calculated using the Settlement Currency Exchange Rate or Specified Exchange Rate, as applicable, will be postponed to the earlier of (1) the second Business Day following the date on which the Calculation Agent determines that a FX Disruption Event is no longer subsisting or (2) the day falling thirty (30) calendar days following the scheduled due date for payment of such amount (the "**Postponed DE Payment Date**") which, for the avoidance of doubt, may be later than the scheduled Redemption Date; and

(B) (1) in the case of (A)(1) above, the Issuer will pay the relevant amount in the Settlement Currency on the Postponed DE Payment Date or (2) in the case of (A)(2) above, subject to paragraphs (iii), (iv) and (v) below, in lieu of paying the relevant amount in the Settlement Currency, the Issuer will pay the relevant unconverted amount in the Specified Currency (each a "**Specified Currency Amount**") on the Postponed DE Payment Date.

- (iii) If the Issuer elects to pay the Specified Currency Amount as provided in paragraph (ii)(B) above it may (but is not obliged to) give notice to the Certificateholders in accordance with Condition 19 (an "**Issuer Account Information Notice**") requesting from each Certificateholder such information as it deems appropriate in order to pay the Specified Currency Amount to such Certificateholder (including, *inter alios*, account information into which in the determination of the Calculation Agent the Specified Currency Amount may be paid). Upon receipt of an Issuer Account Information Notice, each Certificateholder must deliver to the Calculation Agent in accordance with paragraph (vi) below with a copy to the Issuing and Paying Agent a notice (a "**Certificateholder Account Information Notice**") not later than 20 calendar days following receipt of the Issuer Account Information Notice (the "**Account Information Cut-off Date**") specifying details of an account in which, in the determination of the Calculation Agent, the relevant Specified Currency Amount may be paid. If any Certificateholder fails to deliver a valid Certificateholder Account Information Notice by the Account Information Cut-off Date, the Issuer will pay or cause to be paid the relevant Specified Currency Amount as soon as practicable following receipt of the relevant Certificateholder Account Information Notice, provided that if any Certificateholder fails to deliver a Certificateholder Account Information Notice prior to the fortieth calendar day following deemed receipt of the Issuer Account Information Notice, then the Issuer shall be discharged from its obligation to pay to such Certificateholder the Specified Currency Amount and shall have no further obligation or liability whatsoever in respect thereof.
- (iv) In the event that the Calculation Agent determines that it is unlawful, impossible or otherwise impracticable to pay any Specified Currency Amount (other than as a result of the failure to deliver a Certificateholder Account Information Notice, if applicable) on the due date for payment thereof (a "**Non-Transferability Event**"), the Issuer shall notify the Certificateholders in accordance with Condition 19 that such due date for payment has been postponed until the first date on which in the opinion of the Calculation Agent the relevant Non-Transferability Event is no longer subsisting.
- (v) Notwithstanding paragraphs (ii) to (iv) above, the Calculation Agent acting in a commercially reasonable manner may make such adjustment to the Conditions and/or the applicable Final Terms as it determines to be necessary or desirable to reflect or account for any market practice that develops in respect of the relevant FX Disruption Event.  
  
Upon the Calculation Agent making such adjustment and notifying the Issuer of the relevant adjustment, the Issuer shall give notice as soon as practicable to Certificateholders in accordance with Condition 19 stating the adjustment to the Conditions and/or the applicable Final Terms.
- (vi) Any Certificateholder Account Information Notice from a Certificateholder to the Calculation Agent will be validly given if delivered in writing to the Calculation Agent at the address specified for such purposes in the applicable Final Terms. Any such notice shall be deemed to have been given on the day when delivered or if delivered after 5.00 p.m. (London time) on any day or on any day on which commercial banks were not open for business in London, the first day thereafter on which commercial banks are open for business in London. The relevant Certificateholder must provide satisfactory evidence to the Calculation Agent of its holding of the relevant Certificates.
- (vii) For the avoidance of doubt, no Interest Period will be adjusted as a result of the postponement of any interest payment pursuant to this Condition 6(d), and no additional interest will be paid in respect of any postponement of the date for payment.
- (viii) For these purposes "FX Disruption Event" means the occurrence of any of the following events:
  - (A) an Inconvertibility Event;
  - (B) a Dual Exchange Rate Event;

- (C) an Illiquidity Disruption; or
- (D) an Unscheduled Holiday.

Where:

**"Dual Exchange Rate Event"** means, with respect to any Settlement Currency Exchange Rate that the Settlement Currency Exchange Rate or any component rate of exchange thereof splits into dual or multiple currency exchange rates.

**"Illiquidity Disruption"** means, in relation to a Settlement Currency Exchange Rate, the occurrence of an event on a Settlement Currency Exchange Rate Observation Date (or, if different, the day on which rates for that Settlement Currency Exchange Rate Observation Date would, in the ordinary course, be published or announced by the relevant price source) which makes it impossible to obtain a firm quote of the Settlement Currency Exchange Rate for an amount to be determined by the Calculation Agent (either in one transaction or a commercially reasonable number of transactions that, when taken together, total such amount determined by the Calculation Agent);

**"Inconvertibility Event"** means the occurrence of any event or existence of any condition that has the effect of it being impossible, illegal or impracticable for, or has the effect of prohibiting, restricting or materially delaying the ability of the Issuer and/or any of its Affiliates (1) to convert the Specified Currency into the Settlement Currency through customary legal channels; (2) to effect currency transactions on terms as favourable as those available to residents of the Reference Jurisdiction; or (3) to freely and unconditionally transfer or repatriate funds (in the Specified Currency or the Settlement Currency) from accounts inside the Reference Jurisdiction to accounts outside the Reference Jurisdiction or between accounts inside the Reference Jurisdiction.

**"Reference Jurisdiction"** means the jurisdiction specified as such in the applicable Final Terms.

**"Unscheduled Holiday"** means, in respect of any Settlement Currency Exchange Rate Observation Date, any date on which such date is not a Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9.00 a.m. local time in the principal financial centre of the Specified Currency or Settlement Currency (which, if the Specified Currency or Settlement Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) two Business Days prior to such day.

(e) *Settlement Currency*

Subject as provided herein, the Settlement Currency in respect of the Securities will be specified in the applicable Final Terms. If the Securities are Currency Linked Certificates and Dual Currency Certificates is specified as applicable in the applicable Final Terms, the Settlement Currency in respect of the Cash Settlement Amount and (if Dual Currency Certificate Condition 1 is specified as applicable in the applicable Final Terms) the payment of any Interest Amount or Premium Amount will be determined in accordance with Currency Linked Condition 7 ("**Dual Currency Certificates**").

**7. Illegality and Force Majeure**

(a) *Illegality*

If the Calculation Agent determines that the performance of the Issuer's obligations under the Certificates has become illegal in whole or in part for any reason, the Calculation Agent may notify the Issuer and the Issuer shall redeem all but not some only of the Certificates by giving notice to

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the Certificateholders in accordance with Condition 19 (*Notices*), provided that, if such illegality also constitutes a force majeure, the provisions of Condition 8(v) will apply.

If the Issuer redeems the Certificates then the Issuer will, if and to the extent permitted by applicable law:

- (i) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer pay to each Certificateholder an amount in respect of each Certificate held by such Certificateholder calculated and paid on such date determined in accordance with Condition 8(e)(ix);
- (ii) if Market Value is specified as applicable in the applicable Final Terms, the Issuer pay to each Certificateholder an amount in respect of each Certificate held by such Certificateholder calculated and paid on such date determined in accordance with Condition 8(e)(x);
- (iii) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer pay to each Certificateholder an amount in respect of each Certificate held by such Certificateholder calculated and paid on such date determined in accordance with Condition 8(e)(xi); or
- (iv) if Annex ERE is specified as applicable in the applicable Final Terms, redeem each Certificate by payment of an amount equal to the Early Redemption Amount determined in accordance with Condition 8(e) (or, where Annex 12 (*Additional Terms and Conditions for Notional Value Repack Securities*) applies, Collateral Linked Condition 1) and for the purposes of determining the Early Redemption Amount in accordance with Condition 8(e) (or Collateral Linked Condition 1, as the case may be), it shall be deemed that an Annex Early Redemption Event has occurred, payment being made in such manner as shall be notified to the Certificateholders in accordance with Condition 19 (*Notices*).

(b) *Force majeure*

If the Calculation Agent determines that by reason of force majeure or act of state occurring after the Trade Date it becomes impossible for the Issuer to perform its obligations under the Certificates, it may notify the Issuer and may either (i) take the action described in Condition 8(o)(B)(a) or, if applicable, (c) or (d) (save that references to "Additional Disruption Event" and/or "Optional Additional Disruption Event", as applicable will be deemed to be references to "force majeure") or (ii) request the Issuer to redeem all, but not some only, of the Certificates and shall give notice of redemption to the Certificateholders in accordance with Condition 19 (*Notices*).

If the Issuer redeems the Certificates then the Issuer will:

- (A) if ERE Force Majeure/No Unwind Costs is specified as applicable in the applicable Final Terms, pay an amount to each Certificateholder equal to the Early Redemption Amount determined in accordance with Condition 8(e)(vii) as if ERE Force Majeure/No Unwind Costs were applicable which amount shall be equal to the fair market value of a Certificate, taking into account such force majeure or act of state, provided that no account will be taken of costs (other than such costs that are unavoidable to early redeem the Certificates at their fair market value) and no such costs shall be deducted; or
- (B) if Annex ERE is specified as applicable in the applicable Final Terms, if and to the extent possible or practicable redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Early Redemption Amount determined in accordance with Condition 8(e) (or, where Annex 12 (*Additional Terms and Conditions for Notional Value Repack Securities*) applies, Collateral Linked Condition 1). For the purposes of determining the Early Redemption Amount in accordance with Condition 8(e) (or Collateral Linked Condition 1, as the case may be), it shall be deemed that an Annex Early Redemption Event has occurred.

Payments will be made in such manner as shall be notified to the Certificateholders in accordance with Condition 19 (*Notices*).

## 8. Redemption, Purchases and Cancellation

### (a) *General*

Unless previously redeemed or purchased and cancelled as specified below and provided that no Early Redemption Event or Event of Default has occurred on or prior to the Redemption Date, each Certificate will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms (or, in the case only of Physical Delivery Certificates to which Physical Settlement is applicable, where the applicable Final Terms specifies that such Certificates will be redeemed by payment and/or delivery of a physical delivery of the Entitlement by the payment and the delivery of the Entitlement in the relevant Specified Currency on the Redemption Date or, in the case of a Credit Linked Certificate, at the relevant amount and/or by delivery as specified in the Credit Linked Conditions).

The "**Final Redemption Amount**" shall be an amount calculated by the Calculation Agent equal to the Final Payout specified in the applicable Final Terms provided that (i) if the Certificates are Dual Currency Redemption Certificates, the product of the Final Payout will be converted into the Settlement Currency as provided in Condition 8(u) below and (ii) if the product of the Final Payout is zero, no amount shall be payable on final redemption of the Certificate.

The "**Entitlement**" shall be the quantity of the Relevant Asset(s) equal to the Entitlement Amount specified in the applicable Final Terms or as set out in Condition 6(b)(i) or in the case of a Credit Linked Certificate, the relevant obligations and/or other assets as specified in the Credit Linked Conditions.

Certificates which may either be Cash Settled Certificates or Physical Delivery Certificates, depending on whether certain conditions are met, will be redeemed either (i) by payment of the Final Redemption Amount or (ii) subject as provided in Condition 6, by delivery of the Entitlement,

### (b) *Final Terms*

The Final Terms applicable to the Certificates indicate either:

- (i) that the Certificates cannot be redeemed prior to their Redemption Date (except as otherwise provided in paragraphs (f), (k), (l), (m) and (s) below and in Condition 12 (*Events of Default*)); or
- (ii) that such Certificates will be redeemable at the option of the Issuer and/or the Certificateholders prior to such Redemption Date in accordance with the provisions of paragraphs (c) and/or (d) below on the date or dates and at the amount or amounts indicated in the applicable Final Terms.

### (c) *Redemption at the Option of the Issuer*

If Issuer Call Option is specified as applicable in the applicable Final Terms, unless the Certificates have previously been redeemed or purchased and cancelled or (if Certificateholder Put Option is specified in the applicable Final Terms) notice has been given to the Issuer in accordance with Condition 8(d), the Issuer may, having given notice (the period of which shall not be less than the minimum nor more than the maximum specified in the applicable Final Terms) in accordance with Condition 19 (*Notices*), to the Certificateholders (with a copy to the Trustee) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Certificates then outstanding on any Optional Redemption Date(s) and at the Optional Redemption Amount(s) each as specified in the applicable Final Terms together, if applicable, with interest accrued to (but excluding) the relevant Optional Redemption Date(s). Any such redemption must be of a notional amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, both as indicated in the applicable Final Terms.



The "**Optional Redemption Amount**" in respect of each Certificate shall be an amount calculated in the Settlement Currency by the Calculation Agent equal to:

(i) Notional Amount x the percentage or (ii) the Call Payout as specified in the applicable Final Terms,

Provided that (i) if the product of the Call Payout is zero, no amount shall be payable on redemption of such Certificate and (ii) if the Optional Redemption Amount is not an amount in the Settlement Currency, if specified in the applicable Final Terms, it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms.

In the case of a partial redemption of Certificates, the Certificates to be redeemed will be selected individually by lot (in the case of Certificates represented by Certificates in definitive form) and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg in the case of Certificates represented by a global Certificate held on behalf of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and/or Clearstream, Luxembourg as either a pool factor or a reduction in notional amount, at their discretion) and in accordance with the rules of the relevant securities depositary and any relevant provisions in the applicable Final Terms (in the case of Registered Certificates), in each case not more than 30 days prior to the date fixed for redemption (the "**Selection Date**"). In the case of Certificates represented by Certificates in definitive form, a list of the serial numbers of such Certificates will be published in accordance with Condition 19 (*Notices*) not less than 15 days prior to the date fixed for redemption.

In respect of any Certificate, any notice given by the Issuer pursuant to this Condition 8(c) shall be void and of no effect in relation to that Certificate in the event that, prior to the giving of such notice by the Issuer, the holder of such Certificate had already delivered a Put Notice (as defined in Condition 8(d) (*Redemption at the Option of the Certificateholders*) below) in relation to that Certificate in accordance with Condition 8(d) (*Redemption at the Option of the Certificateholders*).

(d) *Redemption at the Option of the Certificateholders*

Unless the Certificates have previously been redeemed or purchased and cancelled or (if Issuer Call Option is specified in the applicable Final Terms) notice has been given to the Holders in accordance with Condition 8(c), Certificateholder Put Option is specified as applicable in the applicable Final Terms, upon the holder of any Certificate giving notice to the Issuer in accordance with Condition 19 (*Notices*) (the period of which shall not be less than the minimum nor more than the maximum specified in the applicable Final Terms) the Issuer will, upon the expiry of such notice, redeem, in whole (but not in part), such Certificate on the Optional Redemption Date and at the Optional Redemption Amount specified in the applicable Final Terms together, if applicable, with interest accrued to but excluding the Optional Redemption Date. It may be that before an option to require the Issuer to redeem any Certificate can be exercised, certain conditions and/or circumstances will need to be satisfied.

The "**Optional Redemption Amount**" in respect of each Certificate shall be an amount in the Settlement Currency calculated by the Calculation Agent equal to:

(i) Notional Amount x the percentage or (ii) the Put Payout, as specified in the applicable Final Terms,

Provided that (i) if the product of the Put Payout is zero, no amount shall be payable on redemption of such Certificate and (ii) if the Optional Redemption Amount is not an amount in the Settlement Currency, if specified in the applicable Final Terms, it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms.

To exercise the right to require redemption of a Certificate, the holder of such Certificate must, if the Certificate is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of the Registrar at any time during normal business hours of the Registrar 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 the Registrar (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 8(d) and, in the case of Registered Certificates, the notional amount thereof to be redeemed and, if less than the full notional amount of the Registered Certificates so surrendered is to be redeemed, an address to which a new Registered Certificate in respect of the balance of such Registered Certificates is to be sent subject to and in accordance with the provisions of Condition 1 (*Type, title and transfer*). If this Certificate is in definitive form, the Put Notice must be accompanied by this Certificate or evidence satisfactory to the Registrar that this Certificate will, following delivery of the Put Notice, be held to the order or under its control. If the Certificate is represented by a global Certificate or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of the Certificate the holder of the Certificate must, within the notice period, give notice to the Principal Warrant and Certificate Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Principal Warrant and Certificate Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and, if the Certificate is represented by a global Certificate, at the same time present or procure the presentation of the relevant global Certificate to the Principal Warrant and Certificate Agent for notation accordingly.

Any Put Notice given by a holder of any Certificate pursuant to this paragraph (d) shall be:

- (i) irrevocable except where prior to the due date of redemption an Event of Default has occurred and the Trustee has declared the Certificates to be due and payable pursuant to Condition 12 (*Events of Default*), in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph (d); and
  - (ii) void and of no effect in relation to such Certificate in the event that, prior to the giving of such Put Notice by the relevant holder (A) such Certificate constituted a Redeemed Certificate, or (B) the Issuer had notified the Certificateholders of its intention to redeem all of the Certificates then outstanding, in each case pursuant to Condition 8(c) (*Redemption at the Option of the Issuer*).
- (e) *Early Redemption Amounts*

For the purposes of paragraphs (f), (l) and (m) below and Condition 12 (*Events of Default*) (other than where Reference Securities Impossibility Event is specified as applicable in the applicable Final Terms and a Reference Securities Impossibility Event has occurred), the Final Terms may specify that the Certificates will be redeemed at the "**Early Redemption Amount**" calculated by the Calculation Agent in accordance with the following (or may specify an alternative calculation method) (provided that the Final Terms may specify more than one of the following amounts to apply in the applicable Final Terms in respect of different Early Redemption Events):

- (i) in the case of Certificates with a Cash Settlement Amount equal to the Issue Price, at the Cash Settlement Amount thereof; or
- (ii) subject to Condition 8(e)(iv) and 8(e)(v) in the case of a Certificate with a Cash Settlement Amount or interest, coupon, premium or other interim payment which is linked to an index, a formula or other Underlying Reference, at the percentage of the Calculation Amount specified in the applicable Final Terms or, if "Market Value less Costs" is specified in the applicable Final Terms at the fair market value of the Certificate less associated costs; or
- (iii) in the case of Certificates to which Physical Settlement is applicable, as determined in the manner specified in the applicable Final Terms; or
- (iv) if Liquidation Proceeds is specified in the applicable Final Terms as the Early Redemption Amount, the Issuer shall appoint an agent to sell or otherwise realise the Charged Assets (the "**Disposal Agent**") which shall be the Calculation Agent (or such other party as may be agreed by the Issuer and the Trustee provided that, for the avoidance of doubt, the Disposal Agent may not be the Issuer) and the Early Redemption Amount in respect of each Certificate shall be the *pro rata* share of the Liquidation Proceeds. "**Liquidation Proceeds**" shall be an amount, subject to a maximum equal to the Liquidation Proceeds Cap save where

"Liquidation Proceeds Cap" is specified as not applicable in the applicable Final Terms, equal to the amounts received by or on behalf of the Issuer upon the sale or realisation of the Charged Assets (including, without limitation, any termination payment received by the Issuer under the relevant Swap Agreement and/or, where applicable, the amount received by the Issuer in respect of the Charged Assets on the redemption date, expiration date or other date for final payment in respect of the Charged Assets) after the deduction of any fees (including, without limitation, any legal fees), costs, expenses and taxes incurred by the Disposal Agent (for itself and on behalf of the Issuer), in respect of the sale or realisation of the Charged Assets and the early redemption of the Certificates, any due and unpaid fees, costs and expenses of the Trustee and the Agents and any amounts due to be paid to the Swap Counterparty under the Swap Agreement. Where Liquidation Proceeds Cap is applicable, "**Liquidation Proceeds Cap**" means (A) in case of redemption of the Certificates as a result of an Early Redemption Event, the Cash Settlement Amount (calculated on the basis that any reference to the Redemption Date in relation to the determination thereof shall be deemed to be a reference to the Early Redemption Date) that would have been payable but for the occurrence of the Early Redemption Event; or (B) following a Certificate Acceleration, the Cash Settlement Amount (calculated on the basis that any reference to the Redemption Date in relation to the determination thereof shall be deemed to be a reference to the date on which notice of the Certificate Acceleration was given by the Trustee in accordance with Condition 12 (*Events of Default*)) that would have been payable but for the occurrence of the Event of Default. In respect of Certificates bearing interest, notwithstanding anything to the contrary herein, the Early Redemption Amount, as determined by the Calculation Agent in accordance with this Condition 8(e)(iv) shall include any accrued interest to (but excluding) the relevant early redemption date and apart from any such interest included in the Early Redemption Amount, no interest, accrued or otherwise, or any other amount whatsoever will be payable by the Issuer in respect of such redemption. Unless otherwise specified in the applicable Final Terms, the Early Redemption Amount will be "Liquidation Proceeds" as defined above;

- (v) if Liquidation Proceeds/Fair Market Value is specified in the applicable Final Terms as the Early Redemption Amount, the Calculation Agent will determine the fair market value of a Certificate (taking into account the occurrence of the relevant Early Redemption Event but otherwise equal to a *pro rata* share of the amounts payable to the Issuer in respect of the Charged Assets following their early termination or realisation on or prior to the Early Redemption Date) which such amount will be the Early Redemption Amount in respect of each Certificate unless such amount would be less than the *pro rata* share of the Liquidation Proceeds (subject to the Liquidation Proceeds Cap, if applicable) realised by a Disposal Agent appointed by the Issuer in respect of a Certificate, in which case a *pro rata* share of the Liquidation Proceeds (subject to the Liquidation Proceeds Cap, if applicable) will be the Early Redemption Amount in respect of each Certificate; or
- (vi) if Liquidation Proceeds/No Unwind Costs is specified as the Early Redemption Amount, the Early Redemption Amount in respect of each Certificate shall be the *pro rata* share of the Unadjusted Liquidation Proceeds. "**Unadjusted Liquidation Proceeds**" shall be an amount, subject to a maximum equal to the Liquidation Proceeds Cap save where "Liquidation Proceeds Cap" is specified as not applicable in the applicable Final Terms, equal to the amounts received by or on behalf of the Issuer upon the sale or realisation of the Charged Assets (including, without limitation, any termination payment received by the Issuer under the relevant Swap Agreement which relates to the Certificates (and not, for the avoidance of doubt, any termination payment (or part thereof) which relates to any series of Related Certificates) or the proceeds of any sale of the Issuer's claim to such termination amount and/or, where applicable, the amount received by the Issuer in respect of the Charged Assets on the redemption date, expiration date or other date for final payment in respect of the Charged Assets) after the deduction of any termination payment due to be paid to the Swap Counterparty under the Swap Agreement. Where the Liquidation Proceeds Cap is applicable, "**Liquidation Proceeds Cap**" means in case of redemption of the Certificates as a result of an Early Redemption Event, the Final Redemption Amount (calculated on the basis that any reference to the Redemption Date in relation to the determination thereof shall be deemed to be a reference to the Early Redemption Date) that

would have been payable but for the occurrence of the Early Redemption Event. In respect of Certificates bearing interest, notwithstanding anything to the contrary herein, the Early Redemption Amount, as determined by the Calculation Agent in accordance with this Condition 8(e)(vi) shall include any accrued interest to (but excluding) the relevant early redemption date and apart from any such interest included in the Early Redemption Amount, no interest, accrued or otherwise, or any other amount whatsoever will be payable by the Issuer in respect of such redemption; or

- (vii) if ERE Force Majeure/No Unwind Costs is specified as the Early Redemption Amount, the Early Redemption Amount in respect of each Certificate shall be the pro rata share of the Unadjusted Proceeds. "**Unadjusted Proceeds**" shall be an amount, subject to a maximum equal to the Liquidation Proceeds Cap (save where "Liquidation Proceeds Cap" is specified as not applicable in the applicable Final Terms), equal to the amounts received by or on behalf of the Issuer upon the sale or realisation of the Charged Assets (or the relevant proportion thereof where the Certificates are being redeemed in part only) (including, without limitation, any termination payment received by the Issuer under the relevant Swap Agreement and/or, where applicable, the amount received by the Issuer in respect of the Charged Assets on the redemption date, expiration date or other date for final payment in respect of the Charged Assets) after the deduction of any termination payment due to be paid to the Swap Counterparty under the Swap Agreement but without deduction of costs other than such costs that are unavoidable to redeem the Certificates early. Where the Liquidation Proceeds Cap is applicable, "Liquidation Proceeds Cap" means in case of redemption of the Certificates as a result of an Early Redemption Event, the Final Redemption Amount (calculated on the basis that any reference to the Redemption Date in relation to the determination thereof shall be deemed to be a reference to the Early Redemption Date) that would have been payable but for the occurrence of the Early Redemption Event. In respect of Certificates bearing interest, notwithstanding anything to the contrary herein, the Early Redemption Amount, as determined by the Calculation Agent in accordance with this Condition 8(e)(vii) shall include any accrued interest to (but excluding) the relevant early redemption date and apart from any such interest included in the Early Redemption Amount, no interest, accrued or otherwise, or any other amount whatsoever will be payable by the Issuer in respect of such redemption; or
- (viii) if Highest Value is specified as applicable in the applicable Final Terms, the greater of the fair market value of a Certificate or, as the case may be, Redeemed Amount (where the fair market value of a Certificate or Redeemed Amount, as the case may be, shall be equal to such Certificate's *pro rata* share of the Unadjusted Liquidation Proceeds calculated as if Liquidation Proceeds/No Unwind Costs were applicable with respect to the relevant Early Redemption Event or event which leads to the partial redemption of the Certificate) (notwithstanding any illegality (if applicable) and taking into account any Additional Disruption Event, Optional Additional Disruption Event, Index Adjustment Event, Custom Index Adjustment Event, Extraordinary Event, Commodity Index Adjustment Event, Market Disruption Event, Index Cancellation, Extraordinary Fund Event, Fund Index Adjustment Event, as the case may be, and the Protected Amount specified in the applicable Final Terms or, as the case may be, proportionate share of such Protected Amount, provided that, (x) no costs shall be deducted from such amount and (y) such amount shall include the reimbursement by the Issuer, *pro rata* (calculated from the early redemption date or, as the case may be, partial redemption date notified to the Certificateholders until the scheduled Redemption Date of the Certificates), of any costs or, as the case may be, proportionate share of such costs (including but not limited to any structuring costs) paid by Certificateholders to the Issuer in the Issue Price of the Certificates, such amount to be paid to the Certificateholders on the date notified to the Certificateholders in the notice of early redemption or, as the case may be, notice of partial redemption;
- (ix) if Market Value is specified as applicable in the applicable Final Terms, the fair market value of a Certificate ( or, as the case may be, Redeemed Amount (where the fair market value of a Certificate or Redeemed Amount, as the case may be, shall be equal to such Certificate's *pro rata* share of the Unadjusted Liquidation Proceeds calculated as if Liquidation Proceeds/No Unwind Costs were applicable with respect to the relevant Early

Redemption Event or event which leads to the partial redemption of the Certificate) (notwithstanding the illegality (if applicable) and taking into account any Additional Disruption Event, Optional Additional Disruption Event, Index Adjustment Event, Custom Index Adjustment Event, Extraordinary Event, Commodity Index Adjustment Event, Market Disruption Event, Index Cancellation, Extraordinary Fund Event, Fund Index Adjustment Event, as applicable, where an Annex Early Redemption Event has occurred) calculated (x) without taking account of any costs and no costs shall be deducted from such amount and (y) including the reimbursement by the Issuer, *pro rata* (calculated from the early redemption date or, as the case may be, partial redemption date notified to the Certificateholders until the scheduled Redemption Date of the Certificates), of any costs or, as the case may be, proportionate share of such costs (including but not limited to any structuring costs) paid by Certificateholders to the Issuer in the Issue Price of the Certificates, such an amount to be paid to the Certificateholders on the date notified in the notice of early redemption or, as the case may be, notice of partial redemption;

- (x) if Monetisation Option is specified as applicable in the applicable Final Terms:
  - (A) the Monetisation Amount (as defined below) (including the reimbursement by the Issuer, *pro rata* (calculated from the early redemption date or, as the case may be, partial redemption date notified to the Certificateholders until the scheduled Redemption Date of the Certificates), of any costs or, as the case may be, proportionate share of such costs (including but not limited to any structuring costs) paid by Certificateholders to the Issuer in the Issue Price of the Certificates), such amount to be paid by the Issuer (notwithstanding the notice of early redemption) on the Redemption Date; or
  - (B) if the Certificateholder duly elects to receive the fair market value, as provided below, the Market Value calculated in accordance with Condition 8(e)(ix) of such Certificate, such amount to be paid by the Issuer on the date fixed for early redemption, as notified to the Certificateholders.

In the Issuer's notice of early redemption, the Issuer must include the following:

- (A) the cut-off date and time for each Certificateholder to elect to receive the fair market value on the date fixed for early redemption;
- (B) the date of determination of the fair market value in respect of such election and the amount determined by the Calculation Agent as the fair market value of the Certificates on such date; and
- (C) the amount calculated by the Calculation Agent as the Monetisation Amount.

If this Certificate is held outside Euroclear and Clearstream, Luxembourg and/or any other applicable clearing system, to make a valid election to receive the Market Value on redemption of a Certificate the relevant Certificateholder must no later than the cut-off date and time set out in the Issuer's notice of early redemption give notice to the Registrar or the Issuing and Paying Agent, as the case may be, of such election, accompanied by the Certificate or evidence satisfactory to the Registrar or the Issuing and Paying Agent, as the case may be, that the Certificate will, following delivery of the notice, be held to its order or under its control in accordance with the Agency Agreement. If this Certificate is represented by a Global Certificate or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to make a valid election to receive the Market Value on redemption of a Certificate the relevant Certificateholder must no later than the cut-off date and time set out in the Issuer's notice of early redemption, give notice to the Registrar or the Issuing and Paying Agent, as the case may be, such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary, as the case may be, for them to the Registrar or Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

If the Certificateholder does not make a valid election to receive the fair market value on the date fixed for early redemption before the cut-off date and time set out in the Issuer's notice of early redemption, the Certificateholder will receive the Monetisation Amount in respect of such Certificate on the Maturity Date.

For the purposes of this Condition 8(e)(x):

**"Monetisation Amount"** means, in respect of a Certificate, an amount equal to the greater of the Protected Amount specified in the applicable Final Terms and the amount calculated by the Calculation Agent as follows:

$$(S + D) \times (1 + r)^n$$

Where:

**"S"** is the present value of the Protected Amount of such Certificate on the date on which the event triggering early redemption occurs;

**"D"** is the market value of the Derivative Component on the date on which the event triggering early redemption occurs;

**"r"** is a hypothetical annual interest rate that would be applied on an equivalent hypothetical debt instrument issued by the Issuer (or the Guarantor, as applicable) with the same time to redemption as the remaining time to redemption on the Certificates from the date fixed for early redemption until the scheduled maturity date of the Certificates;

**"n"** is the time remaining until the scheduled maturity date of the Certificates, expressed as a number of years; and

**"Derivative Component"** means the option component or embedded derivative in respect of the outstanding aggregate nominal amount of the Certificates or the interest amount due under the Certificates, as applicable, in order to enable the Issuer to issue the Certificates at the issue price and on their applicable terms. The value of the Derivative Component will be determined by the Calculation Agent, taking into account a number of factors, including, but not limited to:

- (A) market prices or values for the underlying reference asset(s) or basis (bases) and other relevant economic variables (such as interest rates; dividend rates; financing costs; the value, price or level of any relevant underlying reference asset(s) or basis (bases) and any futures or options relating to any of them; the volatility of any relevant underlying reference asset(s) or basis (bases); and exchange rates (if applicable));
- (B) the time remaining until the scheduled maturity date of the Certificates;
- (C) internal pricing models; and
- (D) prices at which other market participants might bid for the Derivative Component; or

- (xi) if Annex 12 (*Additional Terms for Notional Value Repack Securities*) is applicable, the Early Redemption Amount will be the Early Redemption Amount calculated as set out in Annex 12 (*Additional Terms for Notional Value Repack Securities*).

Where any of Liquidation Proceeds/No Unwind Costs, Highest Value, Market Value or Monetisation Option is specified as applicable in respect of an Early Redemption Event, if the Calculation Agent determines that such Early Redemption Event (other than a Reference Securities Impossibility Event, where applicable) constitutes a force majeure, ERE Force Majeure/No Unwind Costs shall apply.

For the purposes of Condition 8(l) below, where Reference Securities Impossibility Event is specified as applicable in the applicable Final Terms and a Reference Securities Impossibility Event

has occurred, the Certificates will be redeemed and the "**Early Redemption Amount**" payable in respect of each Certificate will be the greater of: (i) where the Issue Price is expressed as an amount, the Issue Price, and where the Issue Price is expressed as a percentage, the product of its Notional Amount and the Issue Price; and (ii) its *pro rata* share of the Unadjusted Liquidation Proceeds calculated by the Calculation Agent, in accordance with Condition 8(e)(vi) above, as if Liquidation Proceeds/No Unwind Costs were specified in the applicable Final Terms as the Early Redemption Amount and the Liquidation Proceeds Cap was not applicable. In respect of Certificates bearing interest, the Early Redemption Amount, as determined by the Calculation Agent for the purposes of a Reference Securities Impossibility Event shall not include any interest, accrued or otherwise, and no other amount whatsoever will be payable by the Issuer in respect of such redemption.

(f) *Redemption following Swap Counterparty optional termination*

Where "**Swap Counterparty optional termination - Call option**" is specified as being applicable in the Final Terms:

- (i) within two Business Days of service by the Swap Counterparty of a notice that it has opted to terminate a Swap Agreement in whole or in part on the next following Interest Payment Date, the Issuer shall notify the relevant Certificateholders in accordance with Condition 19 (*Notices*) of the early redemption of the Certificates in whole or in part on such Interest Payment Date and, subject to the relevant provisions of Condition 8(l) (*Early Redemption Events*), shall redeem the relevant Certificates at their fair market value plus interest accrued thereon to such Interest Payment Date on such Interest Payment Date; or
- (ii) within two Business Days of service by the Swap Counterparty of a notice that it has opted to terminate a Swap Agreement on any other date (where it has such right as so specified in the Final Terms) nominated by the Swap Counterparty (the "**Nominated Termination Date**"), the Issuer shall notify the relevant Certificateholders in accordance with Condition 19 (*Notices*) of the early redemption of the Certificates on such Nominated Termination Date and subject to Condition 8(l) (*Early Redemption Events*) shall redeem the Certificates at their fair market value plus interest accrued thereon (if any) to such Nominated Termination Date on such Nominated Termination Date.

If any such redemption becomes due to be made by the Issuer in accordance with this Condition 8 and payment to the Certificateholders pursuant hereto is not made, the security constituted by the Trust Deed shall become enforceable and the Trustee may take such action as is provided in Condition 12 (*Events of Default*) or the Trust Deed.

(g) *Instalments*

If the Certificates are repayable in instalments, they will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms. In the case of early redemption, the Early Redemption Amount will be determined pursuant to Condition 8.

If the applicable Final Terms specify that the Instalment Certificates are Instalment Certificates (with NA Adjustment), each Certificate will be redeemed (i) in part by payment of the Instalment Amount on the Instalment Date and (ii) with final redemption being made pursuant to Condition 8(a). The Instalment Amount in respect of the Instalment Date will be an amount calculated by the Calculation Agent equal to the product of the Notional Amount immediately prior to the Instalment Date and the Instalment Percentage specified in the applicable Final Terms. Following the Instalment Date, the Notional Amount shall be reduced by the Instalment Amount and all calculations and determinations in respect of the Certificates shall be made on the basis of the Notional Amount as so reduced.

If the applicable Final Terms specify that the Instalment Certificates are Instalment Certificates (with Original NA), each Certificate will be redeemed (i) in part by payment of the relevant Instalment Amount on each Instalment Date and (ii) with final redemption being made pursuant to Condition 8(a). The Instalment Amount in respect of an Instalment Date will be an amount calculated by the Calculation Agent equal to the product of the original Notional Amount as of the Issue Date ("**ONA**") and the relevant Instalment Percentage specified in the applicable Final Terms in respect of such Instalment Date. Following each Instalment Date, the Notional Amount shall be reduced by the

relevant Instalment Amount and, save for the calculation of the Instalment Amount, all calculations and determinations in respect of the Certificates shall be made on the basis of the Notional Amount as so reduced.

(h) *Redemption Date Postponement*

Where "Redemption Date Postponement" is specified as applicable the applicable Final Terms and the Redemption Date Postponement Event Condition is satisfied, the Redemption Date will be the day falling the number of Postponement Business Days after the Cash Settlement Payment Date.

For the purposes of this Condition 8(h):

**"Redemption Date Postponement Event Condition"** means due to the occurrence of an event leading to the occurrence of one or more Disrupted Days (in the case of Index Linked Certificates, Share Linked Certificates, Currency Linked Certificates or ETI Linked Certificates) or a Commodity Disrupted Day (in the case of Commodity Linked Certificates), the Cash Settlement Payment Date would not fall at least two Business Days before the scheduled Redemption Date specified in the applicable Final Terms;

**"Cash Settlement Payment Date"** means the day falling the number of Payment Delay Days after the Redemption Valuation Date;

**"Postponement Business Days"** means the number of Business Days specified in the applicable Final Terms; and

**"Payment Delay Days"** means the number of Business Days specified in the applicable Final Terms.

(i) *Purchases*

If the Issuer has satisfied the Trustee that it has made arrangements for the realisation of no more than the equivalent proportion of the Compartment Assets, for the repayment of no more than the equivalent proportion of any amount deposited under any Deposit Agreement, for the termination of no more than the equivalent proportion of any Swap Agreement and for the purchase of the Certificates, which transaction will leave the Issuer with no net liabilities in respect thereof, the Issuer may at any time purchase Certificates at any price in the open market or otherwise, in accordance with applicable laws and regulations. The Trustee will accept as evidence of the satisfaction of the criteria to such purchase a certificate (which it may rely on without further enquiry) of the Issuer confirming such arrangements and confirming that the remaining Charged Assets are sufficient to secure the Issuer's remaining obligations in respect of the remaining Certificates. If required by any applicable law or regulation, Certificates purchased by or on behalf of the Issuer will be surrendered for cancellation (within one Business Day of such purchase) by surrendering the certificate representing such Certificates to the Registrar.

In such circumstances:

- (A) the Issuer and the Secured Parties will be deemed to have consented to the release of the security in respect of that proportion of the Charged Assets that corresponds to the proportion that the number of Certificates being purchased bears to the total number of Certificates and Related Certificates (if any) remaining outstanding immediately prior to such purchase;
- (B) unless an Event of Default or an event or circumstance that could with the giving of notice, lapse of time, issue of a certificate and/or fulfilment of any other requirement provided for in Condition 12 (*Events of Default*) become an Event of Default (a **"Potential Event of Default"**) has occurred and the Trustee has actual notice of such occurrence, such proportion of the Charged Assets shall be deemed to have been released from the security created under the Trust Deed.



(j) *Cancellation*

All Certificates which are redeemed or purchased by the Issuer will forthwith be cancelled and may not be reissued or resold. Upon such cancellation, in the case of Certificates which are admitted to trading on the regulated market of the Luxembourg Stock Exchange and listed on the Official List of the Luxembourg Stock Exchange, the Issuer will forthwith inform the Luxembourg Stock Exchange of such cancellation. All Certificates so cancelled and any Certificates purchased and cancelled pursuant to paragraph (i) above shall be forwarded to the Principal Warrant and Certificate Agent or, in the case of Registered Certificates, the Registrar, and cannot be reissued or resold.

(k) *Exercise of Certificates*

If the Certificates are Cash Settled Certificates and 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 in the case of Credit Linked Certificates, to the provisions of Annex 10 (*Additional Terms and Conditions for Credit Linked Securities*). Upon automatic exercise, each Certificate entitles its Certificateholder 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.

"**Exercise Settlement Date**" means the date(s) specified as such in the applicable Final Terms.

(l) *Early Redemption Events*

The applicable Final Terms may specify that any of the following events applies. If any does so apply then in each case, in the event that the Calculation Agent notifies the Issuer and (if applicable) the Guarantor in writing (with a copy to the Trustee, on which notification the Trustee shall rely without further investigation or enquiry) that it has determined that one or more (as applicable) of the following events (each, an "**Early Redemption Event**") has occurred:

- (i) there is a payment default in respect of any of the Charged Assets (other than the relevant Swap Agreement) (an "**Asset Payment Default Event**"); or
- (ii) the issuer or primary obligor in respect of any of the Charged Assets (each, a "**Charged Assets Issuer**") or any guarantor of the Charged Assets Issuer's obligations in respect of any Charged Assets fails to perform or observe any of its obligations under the relevant Charged Assets and the failure continues after the expiration of any applicable grace period or the occurrence of any event (including, but not limited to, default, event of default, or other similar condition or event (howsoever described)) that results in the Charged Assets becoming capable of being declared due and payable before they would otherwise have been due and payable (an "**Asset Default Event**"); or
- (iii) any of the Compartment Assets is, for any reason, redeemed or otherwise terminated prior to its scheduled redemption or termination date (an "**Asset Redemption Event**"); or
- (iv) there is a payment default in respect of any of the Charged Assets (other than the relevant Swap Agreement) or the aggregate amount received by the Issuer in respect of the Charged Assets on the redemption date, expiration date or other date for final payment in respect of the Charged Assets is less than the aggregate of the Final Redemption Amounts payable by the Issuer in respect of the Certificates (an "**Asset Payment Shortfall Event**"); or
- (v) on or after the Trade Date, (A) due to the adoption of any change in any applicable law or regulation (including, without limitation, any tax law) or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction), either (1) any amount is required to be deducted or withheld for or on account of any tax, levy, impost, duty, charge, assessment or fee of any nature imposed by any government or other taxing authority in respect of any payment to be received by the Issuer under one or more Compartment Assets

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or (2) the Issuer becomes obliged to pay any amount for or on account of any tax, levy, impost, duty, charge, assessment or fee of any nature imposed by any government or other taxing authority in respect of (I) any payment received by the Issuer under one or more Compartment Asset or (II) holding, acquiring or disposing of any Compartment Asset (a "**Compartment Tax Event**"); or

- (vi) the early termination in full of any Swap Agreement (or any other agreement specified as a Related Agreement in the Final Terms) entered into in respect of the Certificates other than where the Issuer is the Defaulting Party (as defined in the relevant Swap Agreement) thereunder and the relevant event of default relates to the insolvency of the Issuer or under the Certificates or due to the purchase by the Issuer of all the outstanding Certificates of a series (a "**Related Agreement Termination Event**"); or
- (vii) where an Annex to these Conditions is applicable, and/or in accordance with Condition 8(o)(B) below, the Calculation Agent notifies the Issuer that an event has occurred in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner determines it is not possible to make an adjustment in respect of such event and that the Certificates should be redeemed early as contemplated in either (A) such Annex or (B) Condition 8(o)(B), as the case may be (an "**Annex Early Redemption Event**"); or
- (viii) on or after the Trade Date, (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any law or regulation in respect of tax, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing or financial authority), or the combined effect thereof if occurring more than once, the Issuer or the Calculation Agent determines in good faith and in a commercially reasonable manner that it has become illegal for (1) the Issuer to perform its obligations in respect of any Certificates or the Swap Counterparty to perform its obligations in respect of any Swap Agreement, (2) for the Issuer to hold, acquire or dispose of relevant hedge positions relating to any Certificates or for the Swap Counterparty to hold, acquire or dispose of relevant hedge positions relating to any Swap Agreement save where such an event in (A) or (B) would constitute an Additional Disruption Event or an Optional Additional Disruption Event (in the case of Index Linked Certificates, Share Linked Certificates, Commodity Linked Certificates, Currency Linked Certificates, Underlying Interest Rate Linked Certificates or ETI Linked Certificates) or an Extraordinary Fund Event (in the case of Fund Linked Certificates) or an Extraordinary ETI Event (in the case of ETI Linked Certificates) or the Certificates are Inflation Linked Certificates, or (3) for the Issuer to hold, acquire or dispose of any Compartment Assets (a "**Compartment Change in Law Event**");
- (ix) the Calculation Agent deems that, on or after the Trade Date, any of the following has occurred in respect of the Reference Securities
  - (A) any event (by way of change to the actual terms and conditions applicable to the Reference Securities or by way of exchange of the Reference Securities with another asset) which would cause (1) a reduction in the amount of interest payable or the amount of scheduled interest accruals, (2) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates, (3) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest or (II) the payment of principal or premium, (4) a change in the ranking in priority of payment of any obligation of the issuer of the Reference Securities, causing the subordination of the Reference Securities to any other obligation or any change in the currency or composition of any payment of interest or principal under the Reference Securities; or
  - (B) any expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Securities or a cancellation, conversion or compulsory exchange of the Reference Securities; or

(C) any event analogous to the events specified in (A) or (B),

(a "**Reference Securities Restructuring Event**")

(x) (A) any event occurring as a result of action taken or announcement made by a governmental authority pursuant to, or by means of, a restructuring and resolution law or regulation or any other similar law or regulation, in any case, irrespective of whether such event is expressly provided for under the terms of the Reference Securities which would cause (1) a reduction in the amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination), (2) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates (including by way of redenomination), (3) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest or (II) the payment of principal or premium, (4) a change in the ranking in priority of payment of any obligation of the issuer of the Reference Securities, causing the subordination of the Reference Securities to any other obligation, or (5) any change in the currency or composition of any payment of interest or principal under the Reference Securities; or

(B) any expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Securities, or a mandatory cancellation, conversion or exchange; or

(C) any event which has an analogous effect to any of the events specified in (A) or (B),

(a "**Reference Securities Regulatory Event**"; or

(xi) an authorised officer of the issuer of the Charged Assets or any guarantor of the obligations of the issuer of the Charged Assets in respect of any Charged Assets or a governmental authority disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of the Charged Assets or declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to the Charged Assets (a "**Charged Assets Repudiation/Moratorium Event**"; or

(xii) the issuer, or primary obligor, or guarantor in respect of any of the Charged Assets:

(A) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(B) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;

(C) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;

(D) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition: (1) 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 (2) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;

(E) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);

- (F) 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;
  - (G) 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 dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
  - (H) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in subparagraphs (A) to (G) (inclusive) above,
- (a "**Charged Assets Issuer Bankruptcy Event**"); or
- (xiii) the Calculation Agent determines the Issuer is unable (due to reasons outside its control) to purchase the Reference Securities on the applicable Initial Reference Security Purchase Date(s), and such inability continues for a period of three (3) Business Days (or such longer period as may be determined by the Calculation Agent) after the applicable Initial Reference Security Purchase Date (a "**Reference Securities Impossibility Event**"), where the "**Initial Reference Security Purchase Date(s)**" means the date or dates specified as such in the applicable Final Terms; or
  - (xiv) the Calculation Agent determines that (A) the Relevant Regulator has informed the Reference Security Issuer that the Reference Securities are, or are likely to be, an impediment to resolution of the Reference Security Issuer pursuant to the Resolution Rules, (B) the Reference Securities do not comply with the criteria applicable to eligible liabilities and are or are likely to be, excluded from the eligible liabilities available to meet the MREL/TLAC Requirements of the Reference Security Issuer according to the Relevant Rules as a consequence or (C) the Reference Securities are deemed to fall outside the category of obligations described in article L.613-30-3-I-5°(or, where Regulatory Ratio Event – SNP is specified in the applicable Final Terms, article L.613-30-3-I-4°) of the French Code monétaire et financier (a "**Regulatory Ratio Event**"); or
  - (xv) the Calculation Agent determines (or is notified by the Swap Counterparty) that one or more of the following events (each, a "**Compartment Regulatory Event**") has occurred:
    - (A) the adoption of, or any change in, any applicable law or regulation after the Trade Date, or promulgation of, or any change in, the interpretation by any Authority of any Relevant Regulatory Law, or any practice relating thereto after the Trade Date, which (1) has, or may have, a material adverse effect on the Issuer or the Swap Counterparty as a result of, or in connection with, the issuance of the Certificates or maintaining the Certificates in issue or in connection with the Charged Assets or (2) where Regulatory Increased Costs is specified as applicable in the applicable Final Terms, causes or may cause the Issuer or the Swap Counterparty to incur or suffer a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Certificates in issue, being party to a Related Agreement or in holding, acquiring or disposing of any Charged Assets;
    - (B) any Relevant Regulatory Law which, in each case, was either not in force as at the Trade Date or was in force at the Trade Date but the manner of its application was not known or unclear at the Trade Date is implemented, promulgated or otherwise made known, and such implementation, promulgation or application (1) has, or may have, a material adverse effect on the Issuer or the Swap Counterparty as a

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result of, or in connection with, the issuance of the Certificates or maintaining the Certificates in issue or in connection with the Charged Assets or (2) where Regulatory Increased Costs is specified as applicable in the applicable Final Terms, causes or may cause the Issuer or the Swap Counterparty to incur or suffer a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Certificates in issue, being party to a Related Agreement or in holding, acquiring or disposing of any Charged Assets;

- (C) the Issuer or the Swap Counterparty is required to be regulated by any additional or alternative regulatory authority or in compliance with any additional laws which (1) has, or may have, a material adverse effect on the Issuer or the Swap Counterparty or as a result of, or in connection with, the issuance of the Certificates or in connection with the Charged Assets or (2) where Regulatory Increased Costs is specified as applicable in the applicable Final Terms, causes or may cause the Issuer or the Swap Counterparty to incur or suffer a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Certificates in issue, being party to a Related Agreement or in holding, acquiring or disposing of any Charged Assets, whether or not caused by a change in the law, the promulgation of regulations thereunder, the interpretation of such laws and regulations by any relevant Authority, any practice related thereto or otherwise; and whether or not such laws, regulations or practice were known or unclear at the Trade Date;
- (D) the Issuer is required to clear any derivatives transaction entered into connection with the Certificates with a central clearing counterparty;
- (E) the Issuer or the Swap Counterparty would be an "AIFM" or an "AIF" for the purposes of AIFMD by virtue (wholly or partially) of its involvement with the Certificates or any Swap Agreement or SecurAsset S.A. is determined to be an "AIF" for the purposes of AIFMD;
- (F) the Issuer or the Swap Counterparty is, as a result of, or in connection with, the issuance of the Certificates or in connection with the Charged Assets:
  - (1) where Regulatory Increased Costs is specified as applicable in the applicable Final Terms, subject to materially increased capital charges, however defined, above those capital charges (if any) that prevailed as at the Trade Date; and/or
  - (2) required to provide collateral or any form of initial or variation margin to the other in addition to that (if any) contemplated on the Trade Date; and/or
- (G) any party to a Transaction Document is subject to any additional legal requirement or regulation considered by the Calculation Agent to be materially onerous to such party to the relevant Transaction Document(s),

the Issuer shall forthwith give not more than 30 nor less than 15 days' notice (which notice shall be irrevocable) to the Trustee and the Certificateholders pursuant to Condition 19 (*Notices*) prior to the specified date of redemption that it intends to redeem the Certificates in accordance with this Condition 8(l), and upon the expiry of such notice, the Issuer shall redeem all, but not some only, of the Certificates at their Early Redemption Amount, together, if appropriate, with accrued interest to (but excluding) the date of redemption specified in the relevant notice (the "**Early Redemption Date**"), provided that, (A) where Redemption Date Extension applies as set out in Condition 8(n) (*Redemption Date Extension*), such redemption shall take place in accordance with Condition 8(n) and/or (B) where Physical Settlement upon an Early Redemption Event is specified to be applicable to an Early Redemption Event in the applicable Final Terms and such Early Redemption Event occurs, redemption upon such Early Redemption Event shall be governed by, and shall take place in accordance with Condition 8(w).

Where Annex 12 (*Additional Terms and Conditions for Notional Value Repack Securities*) applies, the Early Redemptions Events which are set out in Annex 12 (*Additional Terms and Conditions for Notional Value Repack Securities*) will apply to the extent specified as Early Redemption Events in the applicable Final Terms rather than the events specified in this Condition 8(l) and the applicable Early Redemption Amount and Early Redemption Date will be determined in accordance with Annex 12 (*Additional Terms and Conditions for Notional Value Repack Securities*) and references to Condition 8(l) shall be construed accordingly.

Where Swap Termination Without Redemption is specified as applicable in the applicable Final Terms, the Swap Agreement shall be deemed not to be included in the term "Charged Assets" as used in Conditions 8(l)(i) to (iv) (inclusive) and the definition of Related Agreement Termination Event in Condition 8(l)(vi) shall not apply and shall be replaced by the following definition:

"(vi) the early termination of any Swap Agreement entered into in respect of the Certificates other than where (i) the Issuer is the Defaulting Party (as defined in the relevant Swap Agreement) and the relevant event of default relates to the insolvency of the Issuer, (ii) a Swap Default has occurred, (iii) where an Annex to these Conditions is applicable or Condition 8(o)(B) applies, the Swap Agreement terminates in whole or in part as a result of an event in respect of which the Calculation Agent determines that it is not possible to make an adjustment to the terms of the Certificates in respect of such event in accordance with such Annex or Condition 8(o)(B) but due to the application of provisions relating to delayed redemption in the relevant Annex or Condition 8(o)(B)(c), the Certificates are not due to be redeemed until the Redemption Date or (iv) the Swap Agreement terminates due to the purchase by the Issuer of all the outstanding Certificates of a series (a "**Related Agreement Termination Event**");"

Where the Series of Certificates has been issued through a Multi-Series Compartment, the reference to "Swap Agreement" in Condition 8(l)(vi) shall be deemed to be a reference to the relevant Series Transaction(s) entered into in respect of such Series of Certificates.

"**Series Transaction**" means where a Swap Agreement has been entered into in respect of the Certificates and one or more series of Related Certificates, the transaction under the relevant Swap Agreement relating to the relevant Series of Certificates.

As used in this Condition 8(l) (and where such term is used in Condition 8(w)):

"**Authority**" means any nation, any political subdivision thereof, whether state or local, any international organisation, and any agency, authority, instrumentality, judicial or administrative, regulatory body, law enforcement body, securities or futures exchange, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;

"**BNP Paribas Group**" means BNP Paribas together with its consolidated subsidiaries;

"**BRRD**" means Directive 2014/59/EU of the Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms as published in the Official Journal of the European Union on 12 June 2014, as amended from time to time (including by the Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 amending Directive 2014/59/EU as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC) or such other directive as may come in effect in the place thereof;

"**CRD IV Rules**" means any or any combination of the CRD IV, the CRR and any CRD IV Implementing Measures;

"**CRD IV**" means the Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as published in the Official Journal of the European Union on 27 June 2013, as amended from time to time (including by Directive (EU) 2019/878 of the European

Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures) or such other directive as may come into effect in place thereof ;

**"CRD IV Implementing Measures"** means any regulatory capital rules implementing the CRD IV Directive or the CRR which may from time to time be introduced, including, but not limited to, delegated or implementing acts (regulatory technical standards) adopted by the European Commission, national laws and regulations, and regulations and guidelines issued by the Relevant Regulator, which are applicable to the Reference Security Issuer and which prescribe the requirements to be fulfilled by financial instruments for inclusion in the regulatory capital of the Reference Security Issuer;

**"CRR"** means the Regulation 2013/575 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, as published in the Official Journal of the European Union on 27 June 2013, as amended from time to time (including by Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) No 648/2012) or such other directive as may come into effect in place thereof;

**"MREL/TLAC Requirements"** means the minimum requirement for own funds and eligible liabilities and/or total loss-absorbing capacity requirements applicable to the Reference Security Issuer and/or the BNP Paribas Group referred to in the BRRD, any other EU law or regulation and relevant implementing legislation and regulation in France and/or any other legislation or regulation as may come in effect in the place of, or in addition to, any of the foregoing which relates to requirements for own funds and eligible liabilities and/or capacity to absorb losses;

**"Reference Security Issuer"** means the issuer(s) of the Reference Securities specified in the applicable Final Terms;

**"Relevant Regulator"** means the European Central Bank and any successor or replacement thereto, or other authority (including, but not limited to any resolution authority) having primary responsibility for the prudential oversight and supervision of the Reference Security Issuer or the application of the Relevant Rules to the Reference Security Issuer and the BNP Paribas Group;

**"Relevant Regulatory Law"** means:

- (a) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;
- (b) Regulation (EU) No 648/2012 of the European Parliament and the Council of 4 July 2012 on OTC Derivatives, Central Counterparties and Trade Repositories and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto, as amended from time to time;
- (c) Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast) and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and

regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;

- (d) Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;
- (e) Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto ("**AIFMD**"); and
- (f) the implementation or adoption of, or any change in, any applicable law, regulation, rule, guideline, standard or guidance after the Trade Date, and with applicable law, regulation, rule, guideline, standard or guidance for this purpose meaning any similar, related or analogous law, regulation, rule, guideline, standard or guidance to those in paragraphs (a) to (e) above or any law or regulation that imposes a financial transaction tax or other similar tax;

**"Relevant Rules"** means at any time the laws, regulations, requirements, guidelines and policies of the Relevant Regulator relating to capital adequacy applicable to the Reference Security Issuer from time to time including, for the avoidance of doubt, applicable rules contained in, or implementing the CRD IV Rules and/or the BRRD; and

**"Resolution Rules"** means the BRRD and any other EU law or regulation and relevant implementing legislation and regulations in France relating thereto.

(m) *Redemption for taxation and other reasons*

- (i) If so specified in the Final Terms, then if the Issuer, on the occasion of the next payment due in respect of the Certificates, would be required by law to withhold or account for tax or would suffer tax in respect of its income or payments so that it would be unable to make payment of the full amount due, the Issuer shall so inform the Trustee and the Swap Counterparty in writing and shall use all reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction approved in writing by the Trustee and the Swap Counterparty as the principal obligor or to change (to the satisfaction of the Trustee and the Swap Counterparty) its residence for taxation purposes to another jurisdiction approved in writing by the Trustee and the Swap Counterparty and, if it is unable to arrange such substitution or change before the next payment is due in respect of the Certificates, the Issuer shall forthwith give not more than 30 nor less than 15 days' notice (unless otherwise specified in the Final Terms) to the Trustee and the Certificateholders (which notice shall be irrevocable), and upon expiry of such notice shall redeem all but not some only of the Certificates at their Early Redemption Amount together with interest (if any) accrued to the date fixed for redemption. Such notice shall be given promptly upon the occurrence of any of the above events.
- (ii) Where this Condition 8(m) is specified as being applicable in the applicable Final Terms, if (x) a Swap Agreement is terminated in whole for any reason save for where Condition 8(f) (*Redemption following Swap Counterparty optional termination*) is applicable and the Swap Counterparty exercises its rights to terminate the Swap Agreement according to its terms or a Repurchase Agreement is terminated for any reason, or a Deposit Agreement is terminated for any reason in each case save where the Issuer has purchased all the Certificates pursuant to, and in accordance with, Condition 8(i) (*Purchases*); or (y) the Issuer satisfies the Trustee (by the provision of such certificates and opinions as the Trustee deems necessary) that the



performance of its obligations under the Certificates or that any arrangements made to hedge its position under the Certificates have or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, then the Issuer shall forthwith give not more than 25 nor less than 10 days' notice (unless otherwise specified in the Final Terms) to the Trustee, the Certificateholders and the Swap Counterparty (which notice shall be irrevocable) and on the expiry of such notice shall redeem all but not some only of the Certificates at their Early Redemption Amount together with interest (if any) accrued to the date fixed for redemption. Such notice shall be given promptly upon the occurrence of either of the above events and such redemption made, unless the Trustee shall certify to the Issuer that it considers in its absolute discretion that it is in the interests of the holders of the Certificates that such notice and redemption be delayed or not given or made, as the case may be, or an Extraordinary Resolution of the holders of the Certificates shall otherwise direct.

(n) *Redemption Date Extension*

Where:

- (A) "**Redemption Date Extension**" is specified in the applicable Final Terms as being applicable on the Early Redemption Date (or on the Redemption Date if the Early Redemption Event occurs on such date); and/or
- (B) Swap Termination Without Redemption is specified in the applicable Final Terms as being applicable, a Swap Default has occurred and the Issuer has not received any Early Termination Amount (as defined in the Swap Agreement) due to it in the manner set out in Condition 9(k) (*Swap termination*) on or prior to the Redemption Date,

the terms of this Condition 8(n) shall apply as set out below, provided that, where sub-clause (B) applies and no Early Redemption Event has also occurred, the provisions of Conditions 8(n)(i), 8(n)(ii), 8(n)(vi) and 8(n)(vii) only shall apply.

- (i) Where the Issuer has not received in full the amount it is scheduled to receive on or prior to such date in respect of any of the Charged Assets relating to the relevant Certificates (such assets, the "**Non-Performing Assets**") it shall, on the Early Redemption Date or the Redemption Date, as the case may be, pay any amounts it has received in respect of the Charged Assets *pro rata* to the Certificateholders (provided that all amount(s) which are to be deducted from such amounts in accordance with the definition of Liquidation Proceeds have been paid in full or, where a Swap Default has occurred and Swap Termination Without Redemption applies and no Early Redemption Event has also occurred, the amounts which are to be deducted as set out in Condition 9(k) (the "**Deduction Amounts**")) and redemption in full of the Certificates will be postponed until the date specified in the applicable Final Terms as the "Extended Redemption Date" (the "**Extended Redemption Date**"), provided that if during the Extension Period the Calculation Agent gives at least three Business Days' notice to the Issuer that the Calculation Agent, in good faith and in a commercially reasonable manner, has determined that the Issuer will not receive any further amounts in respect of the Non-Performing Assets and that it will not be possible to realise any further amounts in respect of the Non-Performing Assets, the date on which such notice expires shall be deemed to be the actual Extended Redemption Date and no further amounts shall be paid by the Issuer in respect of the Certificates following such date.
- (ii) On each day in the Extension Period falling three Business Days after the receipt of any amounts by the Issuer in respect of any Non-Performing Asset, the Issuer shall procure that such amounts are paid *pro rata* to the Certificateholders as set out in Condition 8(n)(v) and provided that the Deduction Amounts have been paid in full.
- (iii) The Issuer shall appoint an agent (which may be the Swap Counterparty, provided the Swap Counterparty is not the obligor in respect of a relevant Non-Performing Asset, or the Trustee or any other party which the Issuer may appoint with the consent of the Trustee) to assist it

in recovering amounts in respect of the Non-Performing Assets (a "**Realisation Agent**"). Any fees, costs and expenses charged and incurred by the relevant Realisation Agent will be deducted from the amounts available to pay Certificateholders or any other Secured Party which is entitled to such amounts.

- (iv) If "Sale of Assets" is specified in the applicable Final Terms and there is a Non-Performing Asset, the Issuer shall, at the request of the Calculation Agent, procure that any Non-Performing Asset and any other Charged Asset in respect of the relevant Compartment (or the Issuer's rights thereto) which the Issuer is requested by the Calculation Agent to sell shall be sold by the relevant Disposal Agent prior to the Extended Redemption Date and the proceeds from such sale (less any costs or expenses incurred in such sale) will be applied in accordance with the terms of this Condition 8(n) and, if the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, that such sale is not possible in respect of any Non-Performing Asset, it shall be deemed that the amount received in respect of such Non-Performing Asset is equal to zero.
- (v) The total amount received in respect of the Charged Assets in the period from, and including, the Redemption Date or the Early Redemption Date, as the case may be, to, but excluding, the Extended Redemption Date (the "**Extension Receipts**") shall be deemed to form part of the Liquidation Proceeds as set out in Condition 8(e) provided that, to the extent amounts are owed to Secured Parties other than the Certificateholders in respect of the relevant Series of Certificates, the Issuer shall apply the Extension Receipts in accordance with the applicable Order of Priority which would apply following a Certificate Acceleration in respect of the Certificates and any reference to amounts being paid to the Certificateholders in this Condition 8(n) shall be construed accordingly.
- (vi) No interest shall accrue on the Certificates for the period from, and including, the Redemption Date or the Early Redemption Date, as the case may be, to, and including, the Extended Redemption Date if redemption of the Certificates in whole or in part is postponed to the Extended Redemption Date in accordance with this Condition 8(n) unless specified otherwise in the applicable Final Terms.
- (vii) As used in this Condition 8(n), "**Extension Period**" means the period from, but excluding, the Redemption Date or the Early Redemption Date to, and including, the Extended Redemption Date.
- (o) *Additional Disruption Events and Optional Additional Disruption Events*

(A) **Definitions**

"**Additional Disruption Event**" means each of Change in Law and Hedging Disruption (unless specified to be not applicable in the applicable Final Terms);

"**Administrator/Benchmark Event**" means the Calculation Agent determines that:

- (a) a Benchmark Modification or Cessation Event has occurred or will occur;
- (b) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of a relevant Benchmark or the administrator or sponsor of a relevant Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the Issuer, the Principal Warrant and Certificate Agent or the Calculation Agent or any other entity is not, or will not be, permitted under any applicable law or regulation to use the relevant Benchmark to perform its or their respective obligations under the Certificates; or
- (c) it is not commercially reasonable to continue the use of a relevant Benchmark in connection with the Certificates from the perspective of the Issuer, the Principal Warrant and Certificate Agent or the Calculation Agent or the Issuer or the

Calculation Agent suffers or will suffer an increased cost, in each case, as a result of any applicable licensing restrictions or changes in the cost of obtaining or maintaining any relevant licence (including, without limitation, where the Issuer, the Calculation Agent, the Principal Warrant and Certificate Agent or any other entity is required to hold a valid licence in order to issue or perform its obligations in respect of the Certificates and for any reason such licence is either not obtained, not renewed or is revoked or there is a material change in the cost of obtaining or renewing such licence);

**"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.

**"Benchmark"** means any figure, value, level or rate which is a benchmark as defined in BMR where any amount payable or deliverable under the Certificates, or the value of the Certificates, is determined in whole or in part, by reference to such figure, value, level or rate, all as determined by the Calculation Agent;

**"Benchmark Modification or Cessation Event"** means, in respect of the Benchmark any of the following has occurred or will occur:

- (a) any material change in such Benchmark; or
- (b) the permanent or indefinite cancellation or cessation in the provision of such Benchmark;

**"BMR"** means the EU Benchmarks Regulation (Regulation (EU) 2016/1011), as amended;

**"Cancellation Event"** means that in the determination of the Calculation Agent all or some of the Debt Securities are redeemed prior to their stated Redemption Date for any reason, and as a result thereof it is impossible, impracticable or unduly onerous for (i) the Issuer to hedge the Issuer's obligations in respect of the Certificates and/or (ii) the Swap Counterparty or its Affiliates to hedge the Swap Counterparty's obligations in respect of the Swap Agreement;

**"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, any law or regulation in respect of tax, 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 Calculation Agent determines acting in good faith and in a commercially reasonable manner that:

- (a) it has become illegal for the Issuer, the Swap Counterparty and/or any of the Swap Counterparty's Affiliates to hold, acquire or dispose of any relevant hedge position relating to an Index (in the case of Index Linked Certificates), any relevant hedge position relating to a Debt Security (in the case of Debt Linked Certificates), any relevant hedge position relating to a Share (in the case of Share Linked Certificates), any relevant hedge position relating to an ETI (in the case of ETI Linked Certificates), any relevant hedge position relating to a Commodity or Commodity Index (in the case of Commodity Linked Certificates), any relevant hedge position relating to a Fund Share (in the case of Fund Linked Certificates) (other than where the Fund is a Euro Fund) or any relevant hedge position in respect of a Euro Fund (in the case of Fund Linked Certificates (where the Fund is a Euro Fund) or any other hedge position relating to the Certificates (each a **"Hedge"**); or

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- (b) the Swap Counterparty or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in performing its obligations in respect of the Swap Agreement or, unless Hedge Maintenance Cost is specified as not applicable in the applicable Final Terms, in holding, acquiring or disposing of any Hedge;

**"Currency Event"** means that, on or after the Trade Date, it has become impracticable, illegal or impossible for the Issuer or the Swap Counterparty or any of the Swap Counterparty's Affiliates (a) to convert the relevant currency ("**Local Currency**") in which the Index, the Shares or the Debt Securities or any options or futures contracts or other hedging arrangement in relation to the Index, the Shares or the Debt Securities (for the purposes of hedging the Issuer's obligations under the Certificates or the Swap Counterparty's obligations in respect of the Swap Agreement) are denominated, into the Settlement Currency, as the case may be, 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 Securities or any options or futures contracts in relation to the Index, the Shares or the Debt Securities 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 Certificates;

**"Extraordinary External Event"** means that, on or after the Trade Date, the performance of the Issuer's obligations under the Certificates is prevented or materially hindered or delayed 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 the Swap Counterparty or any of its Affiliates, of all or substantially all of its assets in the Local Currency jurisdiction.

**"Failure to Deliver due to Illiquidity"** means in the opinion of the Calculation Agent it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets (the "**Affected Relevant Assets**") comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for the Relevant Assets;

**"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 Swap Counterparty and/or any of its Affiliates 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 Swap Counterparty performing its obligations with respect to the Swap Agreement, 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 Swap Agreement, as determined by the Calculation Agent;

**"Hedging Party Default"** means any hedging counterparty to the Swap Counterparty and/or Affiliate of the Swap Counterparty in respect of the Swap Agreement relating to the Certificates announces its inability to meet its financial obligations, ceases its payments or a court in its jurisdiction of incorporation opens insolvency proceedings against it and the Swap Counterparty and/or Affiliate of the Swap Counterparty is unable to replace such hedging counterparty on terms acceptable to the Swap Counterparty or the relevant Affiliate of the Swap Counterparty, as the case may be;

**"Hedging Shares"** means the number of components comprised in an Index (in the case of Index Linked Certificates), or the number of Shares (in the case of Share Linked Certificates) that the Swap Counterparty 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 Swap Agreement;

**"Increased Cost of Hedging"** means that the Swap Counterparty 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 transaction(s) or asset(s) or any futures or options contract on any Commodity or, in the case of a Commodity Index, Index Component (in the case of Commodity Linked Certificates) or, in respect of any Index Linked Certificates relating to a Custom Index, any relevant hedge positions relating to an Index or, in respect of any Debt Linked Certificates, any relevant hedge positions relating to a Debt Security, it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest risk) of the Swap Counterparty performing its obligations under the Swap Agreement entered into with respect to the Certificates, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s) or any such futures or options contract(s) or, in respect of any Index Linked Certificates relating to a Custom Index, any relevant hedge positions relating to an Index or, in respect of any Debt Linked Certificates any relevant hedge positions relating to a Debt Security, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Swap Counterparty and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging;

**"Increased Cost of Stock Borrow"** means that the Swap Counterparty and/or any of its Affiliates would incur a rate to borrow any component security comprised in an Index (in the case of Index Linked Certificates) or any Share (in the case of Share Linked Certificates) 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 Linked Certificates) or a Share (in the case of Share Linked Certificates) the initial stock loan rate specified in relation to such Share, security, component or commodity 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 the Swap Counterparty or any of its Affiliates to purchase, sell, hold or otherwise deal (or to continue to do so in the future) in the Index, the Shares or the Debt Securities or, unless Hedging Arrangements is specified as not

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applicable in the applicable Final Terms, any options or futures contracts in relation to the Index, the Shares or the Debt Securities in order for the Issuer to perform its obligations:

- (a) under the Certificates; or
- (b) unless Hedging Arrangements is specified as not applicable in the applicable Final Terms, in respect of any relevant hedging arrangements in connection with the Certificates (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 or the Swap Counterparty and/or any of its Affiliates in order to hedge, either individually or on a portfolio basis, the Certificates)

or the costs of so doing would (in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner) 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 Swap Counterparty and/or any of its Affiliates 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 Linked Certificates) or any Share (in the case of Share Linked Certificates), 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 Linked Certificates) or a Share (in the case of Share Linked Certificates), the Maximum Stock Loan Rate specified in the applicable Final Terms;

**"Optional Additional Disruption Event"** means any of Administrator/Benchmark Event, Cancellation Event, Currency Event, Failure to Deliver due to Illiquidity, Extraordinary External Event, Increased Cost of Hedging, Increased Cost of Stock Borrow, Jurisdiction Event, Insolvency Filing, Loss of Stock Borrow, Stop-Loss Event and/or Significant Alteration Event in each case if specified in the applicable Final Terms;

**"Protected Amount"** means the amount specified as such in the applicable Final Terms;

**"Significant Alteration Event"** means any event or circumstance or combination of events or circumstances occurring after the Trade Date that is not attributable to the Issuer but which, in the determination of the Calculation Agent, acting in good faith and in a commercially reasonable manner, significantly alters the economics of the Certificates as at the Trade Date where such event causes renders the performance of the Issuer's obligations in performing its obligations under the Certificates unduly onerous or results in a material increase in costs associated with the Certificates as a consequence of change in any applicable law or regulation (including, without limitation, in respect of any tax laws, solvency or regulatory capital requirements), nationalisation, or regulatory action, or in other events of similar nature that comply with the above conditions, but, in each case, where such event does not constitute a force majeure pursuant to Condition 7(b), or, to the extent permitted by applicable law, in other similar events or circumstances that would in the determination of the Calculation Agent, acting in good faith and in a commercially reasonable manner, significantly alter the economics of the Certificates as at the Trade Date;

**"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; and

**"Trade Date"** has the meaning given to it in the applicable Final Terms.

- (B) If an Additional Disruption Event and/or an Optional Additional Disruption Event occurs (other than in respect of Failure to Deliver due to Illiquidity), the Calculation Agent may take the action described in (a) or, if applicable, (b), (c), (d) or (e) below, as the case may be, provided that where the circumstances giving rise to such Additional Disruption Event and/or Optional Additional Disruption Event result in a determination, adjustment or calculation being made in respect of the relevant Swap Agreement, the Calculation Agent shall, to the extent applicable, make the corresponding determination, adjustment or calculation in respect of the Certificates:
- (a) determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement 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. In the case of an Administrator/Benchmark Event, such adjustment may (a) consist of one or more amendments and/or be made on one or more dates, (b) be determined by reference to any adjustment(s) in respect of the relevant event or circumstance in relation to any hedging arrangements in respect of the Certificates and (c) include, without limitation, selecting a successor benchmark(s) and making related adjustments to the Conditions of the Certificates including, where applicable, and unless Unwind Costs is specified as not applicable, to reflect any increased costs of the Issuer providing such exposure to the successor benchmark(s) and, in the case of more than one successor benchmark, making provision for allocation of exposure as between the successor benchmarks;
  - (b)
    - (i) unless Delayed Redemption on Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event, Market Value, Highest Value or Monetisation Option is specified in the applicable Final Terms, on giving notice to Certificateholders in accordance with Condition 19 of the Certificates (*Notices*), notify the Issuer and the Issuer shall redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Early Redemption Amount in accordance with Condition 8(e), payment being made in such manner as shall be notified to the Certificateholders in accordance with Condition 19 of the Certificates (*Notices*); or
    - (ii) if Delayed Redemption on Occurrence of an Additional Disruption Event and/or Optional Additional Disruption Event is specified as being applicable in the applicable Final Terms, on the Redemption Date the Issuer shall redeem each Certificate at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms) and (y) the Swap Early Termination Amount (if any), where, for the purposes of this Condition 8(o)(B)(b)(ii), "**Swap Early Termination Amount**" means an amount (if any) equal to, in respect of each Certificate, and subject to a minimum of zero, a *pro rata* share of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap Agreement in whole or in part and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure); or
    - (iii) if Highest Value is specified in the applicable Final Terms, the Issuer will on giving notice to Certificateholders in accordance with Condition 19 of the Certificates (*Notices*), redeem all but not some only of the Certificates and pay to each Certificateholder an amount in respect of each Certificate held by such Certificateholder calculated and paid on such date determined in accordance with Condition 8(e)(viii); or

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- (iv) if Market Value is specified in the applicable Final Terms, the Issuer will on giving notice to Certificateholders in accordance with Condition 19 of the Certificates (*Notices*), redeem all but not some only of the Certificates and pay to each Certificateholder an amount in respect of each Certificate held by such Certificateholder calculated and paid on such date determined in accordance with Condition 8(e)(ix); or
- (v) if Monetisation Option is specified in the applicable Final Terms, the Issuer will on giving notice to Certificateholders in accordance with Condition 19 of the Certificates (*Notices*), redeem all but not some only of the Certificates and pay to each Certificateholder an amount in respect of each Certificate held by such Certificateholder calculated and paid on such date determined in accordance with Condition 8(e)(x); or
- (d) in the case of Index Linked Certificates linked to a Custom Index, use commercially reasonable efforts to select a successor index with a substantially similar formula for and method of calculation as the Custom Index within twenty (20) Scheduled Custom Index Business Days of the occurrence of the relevant Additional Disruption Event or Optional Additional Disruption Event and, upon selection of such successor index (the "**Successor Index**"), promptly notify the Issuer and the Issuer will give notice to the Certificateholders in accordance with Condition 19 of the Certificates (*Notices*) and such index shall become the Successor Index and deemed to be a "Custom Index" for the purposes of the Certificates and the Calculation Agent will make such adjustment, if any, to one or more of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate to account for the substitution. Such substitution and any relevant adjustment to the Terms and Conditions and/or the applicable Final Terms will be deemed to be effective as of the date selected by the Calculation Agent acting in good faith and in a commercially reasonable manner which may, but need not be the date on which the relevant Additional Disruption Event or Optional Additional Disruption Event occurred; or
- (e) in the case of Share Linked Certificates linked to a Basket of Shares, 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 relevant issuer of such shares a "Basket Company" for the purposes of the Certificates, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Certificates are Physical Delivery Certificates) 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 acting in good faith and in a commercially reasonable manner determines appropriate, provided that in the event that any amount payable under the Certificates 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:

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

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.



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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**") acting in good faith and in a commercially reasonable manner 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 the Calculation Agent determines acting in good faith and in a commercially reasonable manner:

- (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.

If a Failure to Deliver due to Illiquidity occurs, save in respect of Certificates which are Credit Linked Certificates where the provisions of Annex 10 ("Additional Terms for Credit Linked Securities") shall apply:

- (X) subject as provided elsewhere in the Terms and Conditions of the Certificates, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated Redemption Date in accordance with Condition 6(b) (*Physical Delivery*); and
- (Y) in respect of any Affected Relevant Assets, in lieu of physical settlement and notwithstanding any other provision hereof, the Calculation Agent may, in good faith and in a commercially reasonable manner, require that the Issuer satisfies its obligations in respect of the relevant Certificates by payment to the relevant Certificateholders of the Failure to Deliver Settlement Price on the fifth Business Day following the date that notice of such election is given to the Certificateholders in accordance with Condition 19 (*Notices*). Payment of the Failure to Deliver Redemption Amount will be made in such manner as shall be notified to the Certificateholders in accordance with Condition 19 (*Notices*).

For the purposes hereof:

**"Failure to Deliver Redemption Amount"** means, in respect of any relevant Certificate, the fair market value of such Certificate (taking into account the Relevant Assets comprising the Entitlement which have been duly delivered as provided above), less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Swap Counterparty and/or its Affiliates and/or the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner (or, whereas provided above some Relevant Assets have been delivered, and a *pro rata* portion thereof has been paid, such *pro rata* portion).

- (C) Notwithstanding the foregoing, the Calculation Agent will adjust any relevant terms of the Certificates, as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Certificates.

- (D) 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 Certificateholders in accordance with Condition 19 (*Notices*) 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.
- (E) In determining to take a particular action as a result of an Additional Disruption Event or Optional Additional Disruption Event, the Calculation Agent is under no duty to consider the interests of Certificateholders or any other person. In making any determination as to which action to take following the occurrence of an Additional Disruption Event or Optional Additional Disruption Event, (to the extent permitted by any applicable law) none of the Calculation Agent, the Issuer or the Swap Counterparty shall be responsible for any loss (including liability in respect of interest), underperformance or opportunity cost suffered or incurred by Certificateholders or any other person in connection with the Certificates as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Certificates.

(p) *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 shall (where a corresponding election is made by the Swap Counterparty in respect of the Swap Agreement relating to the Certificates) 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 19.

"**Automatic Payout Switch Event**" means that:

- (A) the SPS APS 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 SPS APS Valuation Date or (y) in respect of a SPS APS Valuation Period, as specified in the applicable Final Terms; or
- (B) if Digital Coupon or Snowball Digital Coupon is specified in the applicable Final Terms and Target Switch Payout is specified as applicable in the applicable Final Terms, the number of times the Digital Coupon Condition or Snowball Digital Coupon Condition, as the case may be, has been satisfied is equal to or greater than the Automatic Payout Switch Level as of a SPS APS Valuation Date;

"**Automatic Payout Switch Level**" means the number, amount, level or percentage specified as such in the applicable Final Terms;

"**SPS APS Valuation Date**" means each Averaging Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms;

"**SPS APS Valuation Period**" means each period specified as such in the applicable Final Terms; and

"**SPS APS Value**" means, in respect of a SPS APS Valuation Date or a SPS APS Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

(q) *Knock-in Event and Knock-out Event*

- (A) If "Knock-in Event" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant Certificates which is expressed in the applicable Final Terms to be subject to a Knock-in Event, shall be conditional upon the occurrence of such Knock-in Event.
- (B) If "Knock-out Event" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant Certificates which is expressed in the applicable Final Terms to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.
- (C) In respect of Index Linked Certificates, Share Linked Certificates, Debt Linked Certificates or ETI Linked Certificates, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day (a) in respect of Certificates other than Custom Index Linked Certificates or Debt Linked Certificates, at any time during the one hour period that begins or ends at the Valuation Time the relevant Level triggers the Knock-in Level, the Knock-out Level, the Knock-out High Barrier, Knock-out Low Barrier, the Knock-in Bottom Level, the Knock-in Top Level, the Knock-out Bottom Level or the Knock-out Top Level as applicable, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, or (b) in respect of Custom Index Linked Certificates or Debt Linked Certificates, a Custom Index Disruption Event or Market Disruption Event, as applicable, is occurring, then (i) if "Disruption Consequences" are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Trading Disruption, Exchange Disruption, Early Closure, Custom Index Disruption Event or Market Disruption Event or (ii) if "Disruption Consequences" are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred; provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.
- (D) In respect of Commodity Linked Certificates or Currency Linked Certificates, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Commodity Disrupted Day or a Disrupted Day, as applicable, then (i) if "Disruption Consequences" are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such day being a Commodity Disrupted Day or a Disrupted Day, as the case may be or (ii) if "Disruption Consequences" are specified as applicable in the applicable Final Terms, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.
- (E) In respect of Certificates other than Custom Index Linked Certificates or Debt Linked Certificates, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the Level triggers the Knock-in Level, the Knock-out Level, the Knock-out High Barrier, Knock-out Low Barrier, the Knock-in Bottom Level, the Knock-in Top Level, the Knock-out Bottom Level or the Knock-out Top Level as applicable (a) in the case of Index Linked Certificates, Share Linked Certificates or ETI Linked Certificates, a Trading Disruption, Exchange Disruption or Early Closure, (b) in the case of Currency Linked

Certificates, a Disruption Event or (c) in the case of Commodity Linked Certificates, a Market Disruption Event, in each case occurs or exists, then (i) if "Disruption Consequences" are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Trading Disruption, Exchange Disruption, Early Closure, Disruption Event or Market Disruption Event or (ii) if "Disruption Consequences" are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that, in the case of Certificates other than Commodity Linked Certificates or Currency Linked Certificates, if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

- (F) In respect of Debt Linked Certificates, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the exchange on which the relevant Debt Security is traded or on any exchange on which options contracts or futures contracts with respect to such Debt Security are traded and if on any Knock-in Determination Day or Knock-out Determination Day and at any time at which the relevant Level triggers the Knock-in Level, the Knock-out Level the Knock-out High Barrier, Knock-out Low Barrier, the Knock-in Bottom Level, the Knock-in Top Level, the Knock-out Bottom Level or the Knock-out Top Level as applicable, a Market Disruption Event has occurred or is occurring, then (i) if "Disruption Consequences" are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Market Disruption Event or (ii) if "Disruption Consequences" are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

(r) *Definitions relating to Knock-in Event/Knock-out Event*

**"Knock-in Bottom Level"** means the level, amount, number or percentage (which must be a level, amount, number or percentage less than the Knock-in Top Level) 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;

**"Knock-in Determination Day"** means (a) each date, (b) each Scheduled Trading Day in the Knock-in Determination Period, (c) each Scheduled Custom Index Business Day in the Knock-in Determination Period, (d) each Fund Business Day in the Knock-in Determination Period, (e) each Business Day in the Knock-in Determination Period, or (f) each Commodity Business Day in the Knock-in Determination Period, as specified in the applicable Final Terms;

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date;

**"Knock-in Event"** means:

- (a) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if the Certificates are Currency Linked Certificates and FX Knock-in Valuation is specified as applicable in the applicable Final Terms:

- (i) if FX Coupon Performance is specified as applicable in the applicable Final Terms, that the FX Coupon Performance is; or
- (ii) if Performance Value is specified as applicable in the applicable Final Terms, that the Performance Value is; or
- (c) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms: and, if the Certificates are Currency Linked Certificates, unless FX Knock-in Valuation is specified as applicable in the applicable Final Terms:
  - (i) in respect of a single Underlying Reference, that the Level is; or
  - (ii) in respect of a Basket of Underlying References, that the amount determined by the Calculation Agent equal to the sum of the values of each Underlying Reference as the product of (x) the Level of such Underlying Reference and (y) the relevant Weighting is,

(1) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-in Level or, if applicable, (2) "within" the Knock-in Range Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of a Knock-in Determination Period, as specified in all the applicable Final Terms;

**"Knock-in Level"** means the FX Knock-in Level or the price, level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Knock-in Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"Knock-in Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Linked Certificates (other than Custom Index Linked Certificates), Share Linked Certificates, ETI Linked Certificates, Debt Linked Certificates or Currency Linked Certificates), a Commodity Business Day (in the case of Commodity Linked Certificates), a Scheduled Custom Index Business Day (in the case of Custom Index Linked Certificates), a Fund Business Day (in the case of Fund Linked Certificates (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Certificates), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

**"Knock-in Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Linked Certificates (other than Custom Index Linked Certificates), Share Linked Certificates, ETI Linked Certificates, Debt Linked Certificates or Currency Linked Certificates), a Commodity Business Day (in the case of Commodity Linked Certificates), a Scheduled Custom Index Business Day (in the case of Custom Index Linked Certificates), a Fund Business Day (in the case of Fund Linked Certificates (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Certificates), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

**"Knock-in Range Level"** means the range of Levels 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;

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time;

**"Knock-in Value"** means, in respect of a Knock-in Determination Day or a Knock-in Determination Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Knock-out Corridor Value 1"** means the Level specified as such in the applicable Final Terms;

**"Knock-out Corridor Value 2"** means the Level specified as such in the applicable Final Terms;

**"Knock-out Determination Day"** means (a) each date, (b) each Scheduled Trading Day in the Knock-out Determination Period, (c) each Scheduled Custom Index Business Day in the Knock-out Determination Period, or (d) each Fund Business Day in the Knock-out Determination Period or (e) each Business Day in the Knock-out Determination Period or (f) each Commodity Business Day in the Knock-out Determination Period, as specified in the applicable Final Terms;

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date;

**"Knock-out Event"** means:

- (a) if Knock-out Corridor Range is specified as applicable in the applicable Final Terms, that:
    - (i) the Knock-out Corridor Value 1 in respect of the Underlying Reference is greater than or equal to the Knock-out High Barrier specified in the applicable Final Terms; and/or
    - (ii) the Knock-out Corridor Value 2 in respect of the Underlying Reference is less than or equal to the Knock-out Low Barrier specified in the applicable Final Terms;
  - (b) otherwise
    - (i) if SPS Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is, or
    - (ii) if the Certificates are Currency Linked Certificates and FX Knock-out Valuation is specified as applicable in the applicable Final Terms:
      - (A) if FX Coupon Performance is specified as applicable in the applicable Final Terms, that the FX Coupon Performance is; or
      - (B) if Performance Value is specified as applicable in the applicable Final Terms, that the Performance Value is, or
    - (iii) if SPS Knock-out Valuation is specified as not applicable in the applicable Final Terms: and, if the Certificates are Currency Linked Certificates, unless FX Knock-out Valuation is specified as applicable in the applicable Final Terms:
      - (A) in respect of a single Underlying Reference, that the Level is; or
      - (B) in respect of a Basket of Underlying References, that the amount determined by the Calculation Agent equal to the sum of the values of each Underlying References as the product of (x) the Level of such Underlying Reference and (y) the relevant Weighting is,
- (1) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-out Level or, if applicable, (2) "within" the Knock-out Range Level, in each case, as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms;

**"Knock-out High Barrier"** means the level, amount, number or percentage (which must be a level, amount, number or percentage greater than the Knock-out Low Barrier) specified as such in the

applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Knock-out Level"** means the FX Knock-out Level or the price, level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Knock-out Low Barrier"** means the level, amount, number or percentage (which must be a level, amount, number or percentage less than the Knock-out High Barrier) specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Knock-out Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"Knock-out Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Linked Certificates (other than Custom Index Linked Certificates), Share Linked Certificates, ETI Linked Certificates, Debt Linked Certificates or Currency Linked Certificates), a Commodity Business Day (in the case of Commodity Linked Certificates) or a Scheduled Custom Index Business Day (in the case of Custom Index Linked Certificates), a Fund Business Day (in the case of Fund Linked Certificates (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Certificates), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

**"Knock-out Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Linked Certificates (other than Custom Index Linked Certificates), Share Linked Certificates, ETI Linked Certificates, Debt Linked Certificates or Currency Linked Certificates), a Commodity Business Day (in the case of Commodity Linked Certificates), a Scheduled Custom Index Business Day (in the case of Custom Index Linked Certificates), a Fund Business Day (in the case of Fund Linked Certificates (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Certificates), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

**"Knock-out Range Level"** means the range of Levels 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;

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time;

**"Knock-out Value"** means, in respect of a Knock-out Determination Day or a Knock-out Determination Period, the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Level"** means, for the purposes of this Condition, (i) the "official level", "official close", "last price", "traded price", "bid price" or "asked price" of the Underlying Reference, as specified in the applicable Final Terms, published by the Knock-in Observation Price Source or Knock-out Observation Price Source, as applicable, or (ii) if "Standard Level" is specified as applicable in the applicable Final Terms (a) in the case of Share Linked Certificates and ETI Linked Certificates, the price of the relevant Underlying Reference, (b) in the case of Index Linked Certificates and Custom Index Linked Certificates, the level of the relevant Underlying Reference, (c) in the case of Commodity Linked Certificates the Relevant Price, or (d) in the case of Currency Linked Certificates, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one

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unit of the Base Currency can be exchanged), in each case determined by the Calculation Agent as of the Knock-in Valuation Time or Knock-out Valuation Time on any Knock-in Determination Day or Knock-out Determination Day, as applicable, or, in the case of the "official close" level, at such time as the official close is published by the Knock-in Observation Price Source or Knock-out Observation Price Source, as applicable;

**"Payout Conditions"** means the terms and conditions set out in Annex 1 (*Additional Terms and Conditions for Payouts*).

**"Relevant Adjustment Provisions"** means:

- (a) in the case of Index Linked Certificates, Index Linked Condition 1 (*Market Disruption*) and Index Linked Condition 2 (*Adjustments to an Index*);
- (b) in the case of Custom Index Linked Certificates, Index Linked Condition 6 (*Adjustments to a Custom Index and Custom Index Disruption*), Index Linked Condition 11 (*Adjustments to a Custom Index and Custom Index Disruption (Equity Custom Index)*) and Index Linked Condition 16 (*Adjustments to a Custom Index and Custom Index Disruption (Commodity Custom Index)*);
- (c) in the case of Share Linked Certificates, Share Linked Condition 1 (*Market Disruption*) and Share Linked Condition 2 (*Potential Adjustment Events and Extraordinary Events*);
- (d) in the case of ETI Linked Certificates, ETI Linked Condition 2 (*Market Disruption*), ETI Linked Condition 3 (*Potential Adjustment Events*) and ETI Linked Condition 6 (*Consequences of an Extraordinary ETI Event*);
- (e) in the case of Commodity Linked Certificates, Commodity Linked Condition 1 (*Market Disruption*) and Commodity Linked Condition 2 (*Consequences of a Market Disruption Event and Disruption Fallbacks*);
- (f) in the case of Currency Linked Certificates, Currency Linked Condition 2 (*Disruption Events*) and Currency Linked Condition 3 (*Consequences of a Disruption Event*);
- (g) in the case of Fund Linked Securities, Fund Linked Condition 4 (*Consequences of an Extraordinary Fund Event*) and Fund Linked Condition 6 (*Fund Index Adjustment Event*); and
- (h) in the case of Debt Linked Certificates, Debt Linked Condition 2 (*Market Disruption*), Debt Linked Condition 3 (*Correction of Debt Security Price*) and Debt Linked Condition 4 (*Redemption or Cancellation of a Debt Security*); and

**"Underlying Reference"** means, for the purposes of this Condition, each Index, Custom Index, Share, Debt Security, ETI Interest, Commodity, Commodity Index, Subject Currency or other basis of reference to which the relevant Certificates relate.

(s) *Automatic Early Redemption*

- (A) If Automatic Early Redemption is specified as applicable in the applicable Final Terms, then unless previously redeemed or purchased and cancelled, if on (i) any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the applicable Final Terms, an Automatic Early Redemption Event occurs, then the Certificates will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date at an amount equal to the relevant Automatic Early Redemption Amount.

Notwithstanding the preceding paragraph, an Automatic Early Redemption Event 1 may only occur on an AER 1 Redemption Valuation Date or in respect of an AER 1 Redemption Valuation Period and an Automatic Early Redemption Event 2 may only occur on an AER 2 Redemption Valuation Date or in respect of an AER 2 Redemption Valuation Period.



(B) Definitions

**"AER Event 1 Underlying(s)"** means the Underlying Reference or each Underlying Reference comprising the Basket of Underlying References, in each case specified as such in the applicable Final Terms;

**"AER Event 2 Underlying(s)"** means the Underlying Reference or each Underlying Reference comprising the Basket of Underlying References, in each case specified as such in the applicable Final Terms;

**"AER Knock-out Event"** means the occurrence (such date of occurrence the **AER Knock-out Date**) of a Knock-out Event and/or a Knock-in Event as specified in the applicable Final Terms;

**"AER Rate"** means the rate specified as such or determined in the manner set out in the applicable Final Terms;

**"Automatic Early Redemption Amount"** means, in respect of each notional amount of Certificates equal to the Calculation Amount, an amount equal to the Automatic Early Redemption Payout set out in the applicable Final Terms or, if not set out, an amount equal to the product of (i) the Calculation Amount and (ii) the sum of the relevant AER Redemption Percentage and the relevant AER Rate relating to that Automatic Early Redemption Date. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Certificate pursuant to this Condition. If the Automatic Early Redemption Amount is not an amount in the Settlement Currency, if specified in the applicable Final Terms, it will be converted into Settlement Currency at the Exchange Rate specified in the applicable Final Terms;

**"Automatic Early Redemption Date"** means (i) if Target Automatic Early Redemption, FI Underlying Automatic Early Redemption or FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms, the Interest Payment Date immediately following the Automatic Early Redemption Valuation Date on which an Automatic Early Redemption Event occurs, or, otherwise, (ii) 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 Certificateholder shall be entitled to any interest or further payment in respect of such delay;

**"Automatic Early Redemption Event"** means:

- (i) if Target Automatic Early Redemption is specified as applicable in the applicable Final Terms, that the Cumulative Coupon is equal to or greater than the Target Automatic Early Redemption Percentage;
- (ii) if FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms, that:
  - (i) (in respect of an Underlying Reference (other than a Subject Currency)) the Underlying Reference Level is; or
  - (ii) (in respect of a Subject Currency), the FX Coupon Performance determined by the Calculation Agent is,
    - (A) equal to or greater than the Automatic Early Redemption Level 1 and (B) less than or equal to the Automatic Early Redemption Level 2;
- (iii) if FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms, that the product of (i) the Rate of Interest and (ii) the Day Count Fraction, in each case in respect of the Current Interest Period is equal to or greater than the Automatic Early Redemption Percentage;

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- (iv) if Standard Automatic Early Redemption and SPS AER Valuation are specified as applicable in the applicable Final Terms, that:
  - (1) the SPS AER Value 1 in respect of the AER Event 1 Underlying(s) is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 1 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 1**"); and/or
  - (2) if Automatic Early Redemption Event 2 is specified as applicable in the applicable Final Terms, the SPS AER Value 2 in respect of the AER Event 2 Underlying(s) is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 2 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 2**"); or
- (v) if Standard Automatic Early Redemption is specified as applicable in the applicable Final Terms and SPS AER Valuation is specified as not applicable in the applicable Final Terms, that:
  - (1) (A) if AER Event 1 Basket is specified as not applicable in the applicable Final Terms, the Underlying Reference Level 1 or (B) if AER Event 1 Basket is specified as applicable in the applicable Final Terms, the Basket Price 1 is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 1 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 1**");
  - (2) if Automatic Early Redemption Event 2 is specified as applicable in the applicable Final Terms (A) if AER Event 2 Basket is specified as not applicable in the applicable Final Terms, the Underlying Reference Level 2 or (B) if AER Event 2 Basket is specified as applicable in the applicable Final Terms, the Basket Price 2 is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 2 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 2**");
- (vi) if Single Standard Automatic Early Redemption and SPS AER Valuation are specified as applicable in the applicable Final Terms, that the SPS AER Value is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level as specified in the applicable Final Terms;
- (vii) if Single Standard Automatic Early Redemption is specified as applicable in the applicable Final Terms and SPS AER Valuation is specified as not applicable in the applicable Final Terms 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, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level as specified in the applicable Final Terms;
- (viii) if AER Knock-out is specified in the applicable Final Terms, an AER Knock-out occurs; and/or
- (ix) if Digital Coupon or Snowball Digital Coupon is specified in the applicable Final Terms and SPS Target Automatic Early Redemption Event is specified in the applicable Final Terms, the number of times the Digital Coupon Condition or Snowball Digital Coupon Condition, as the case may be, has been satisfied is equal to or greater than the Automatic Early Redemption Level as of an Automatic Early Redemption Valuation Date;

**"Automatic Early Redemption Level"** means the price, level, amount, number or percentage specified as such 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 Level 1"** means the price, level, amount, number or percentage specified as such 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 Level 2"** means the price, level, amount, number or percentage specified as such 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 Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Automatic Early Redemption Valuation Date"** or **"AER 1 Redemption Valuation Date"** or **"AER 2 Redemption Valuation Date"** means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day (in the case of Index Linked Certificates (other than Custom Index Linked Certificates), Share Linked Certificates, Debt Linked Certificates, Currency Linked Certificates or ETI Linked Certificates) a Scheduled Custom Index Business Day (in respect of Custom Index Linked Certificates), a Commodity Business Day (in respect of Commodity Linked Certificates), a Fund Business Day (in the case of Fund Linked Certificates (other than where the Fund is a Euro Fund)) or Business Day (in the case of other Certificates), as applicable, the next following Scheduled Trading Day, Scheduled Custom Index Business Day, Commodity Business Day, Fund Business Day or Business Day, as applicable, unless, in the case of Index Linked Certificates, Share Linked Certificates, Debt Linked Certificates, Commodity Linked Certificates, Currency Linked Certificates or ETI Linked Certificates, in the opinion of the Calculation Agent, any such day is a Disrupted Day (in the case of Index Linked Certificates (other than Custom Index Linked Certificates), Share Linked Certificates, Debt Linked Certificates, Currency Linked Certificates or ETI Linked Certificates), a Custom Index Disruption Event is occurring on such day (in respect of Custom Index Linked Certificates) or a Market Disruption Event is occurring on such day (in respect of Commodity Linked Certificates). If any such day is a Disrupted Day, a day on which a Custom Index Disruption Event is occurring or (except in the case of Commodity Linked Certificates) a day on which a Market Disruption Event is occurring, as applicable, 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" or (in the case of Commodity Linked Certificates) if any such day is a day on which a Market Disruption Event is occurring, then the provisions of "Pricing Date" shall apply *mutatis mutandis* as if references in such provision to "Pricing Date" were to "Automatic Early Redemption Valuation Date". For the purposes of the Relevant Adjustment Provisions, any references to "Valuation Date" shall be deemed to refer to "Automatic Early Redemption Valuation Date";

**"Automatic Early Redemption Valuation Period"** or **"AER 1 Redemption Valuation Period"** or **"AER 2 Redemption Valuation Period"** means the period specified as such in the applicable Final Terms;

**"Automatic Early Redemption Valuation Time"** means the time specified as such in the applicable Final Terms;

**"Basket of Underlying References"** means, for the purposes of this Condition 8(s), the Basket of Indices, Basket of Shares, ETI Basket, Basket of Debt Securities, Basket of Commodities, or other basis of reference to which the value of the relevant Certificates may relate, as specified in the applicable Final Terms;

**"Basket Price 1"** means, in respect of any AER 1 Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each AER Event 1 Underlying comprising the Basket of Underlying References as the product of (a) the Underlying Reference Level 1 of such AER Event 1 Underlying on such AER 1 Redemption Valuation Date and (b) the relevant Weighting;

**"Basket Price 2"** means, in respect of any AER 2 Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each AER Event 2 Underlying comprising the Basket of Underlying References as the product of (a) the Underlying Reference Level 2 of such AER Event 2 Underlying on such AER 2 Redemption Valuation Date and (b) the relevant Weighting;

**"Cumulative Coupon"** means, in respect of an Automatic Early Redemption Valuation Date, (a) the sum of the values calculated for each Interest Period preceding the Current Interest Period as the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for such Interest Period plus (b) the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for the Current Interest Period;

**"Current Interest Period"** means, in respect of an Automatic Early Redemption Valuation Date, the Interest Period during which such Automatic Early Redemption Valuation Date falls;

**"Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"Multiple Underlying Interest Rate Gearing"** means, in respect of an Underlying Interest Rate<sub>(i)</sub> specified in the applicable Final Terms as a Multiple Underlying Component Rate, the number specified as such in the applicable Final Terms;

**"Multiple Underlying Reference Rate"** means, in respect of an Underlying Interest Rate<sub>(i)</sub> specified in the applicable Final Terms as a Multiple Underlying Component Rate, the Underlying Reference Rate determined in respect of such Underlying Interest Rate;

**"Multiple Underlying Reference Rate Value"** means the value calculated in accordance with the following formula:

$$\sum_{i=1}^n \text{MultipleUnderlying InterestRateGearing}_{(i)} \times \text{MultipleUnderlying ReferenceRate}_{(i)}$$

**"SPR AER Value", "SPS AER Value 1" or "SPS AER Value 2"** means, in respect of an Automatic Early Redemption Valuation Date, the value specified from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Target Automatic Early Redemption Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Underlying Reference"** means, for the purposes of this Condition 8(s), each Index, Custom Index, Share, Debt Security, ETI Interest, Commodity, Commodity Index, Subject Currency, Fund, fund index or other basis of reference to which the relevant Certificates relate. If two or more Underlying Interest Rates are specified in the applicable Final Terms as Multiple Underlying Component Rates each Underlying Interest Rate<sub>(i)</sub> specified as such (together the **"Multiple Underlying Interest Rate"**) will be calculated separately and independently but for the purposes of this Condition 8 and the Underlying Interest Rate Linked Conditions shall be deemed to together constitute an Underlying Reference; and

**"Underlying Reference Level"** means, in respect of any Automatic Early Redemption Valuation Date, (i) "official level", "official close", "last price", "bid price" or "asked price" of the Underlying Reference or the Italian Securities Reference Price as specified in the

applicable Final Terms, published by the Observation Price Source or (ii) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms, (a) in the case of Share Linked Certificates and ETI Linked Certificates, the price of the relevant Underlying Reference, (b) in the case of Index Linked Certificates and Custom Index Linked Certificates, the level of the relevant Underlying Reference, (c) in the case of Commodity Linked Certificates, the Relevant Price, or (d) in the case of Currency Linked Certificates, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), or (e) in the case of an Inflation Index, the Relevant Level, or (f) in the case of Debt Linked Certificates, the bid price of the relevant Underlying Reference as determined by the Calculation Agent by reference to the bid price for such Underlying Reference appearing on the Relevant Screen Page, or (iii) if FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms and Multiple Underlying Interest Rate is specified as applicable, Multiple Underlying Reference Rate Value, in each case, as determined by the Calculation Agent as of the Automatic Early Redemption 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" level is published by the Observation Price Source.

**"Underlying Reference Level 1"** means, in respect of any AER 1 Redemption Valuation Date, (i) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms, (a) in the case of Share Linked Certificates and ETI Linked Certificates, the price of the relevant AER Event 1 Underlying, (b) in the case of Index Linked Certificates and Custom Index Linked Certificates, the level of the relevant AER Event 1 Underlying, (c) in the case of Commodity Linked Certificates, the Relevant Price, (d) in the case of Currency Linked Certificates, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), or (e) in the case of an Inflation Index, the Relevant Level, in each case, as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on such AER 1 Redemption Valuation Date or (ii) in the case of Debt Linked Certificates, the "last price" of the relevant AER Event 1 Underlying published by the Observation Price Source specified for such AER Event 1 Underlying; and

**"Underlying Reference Level 2"** means, in respect of any AER 2 Redemption Valuation Date, (i) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms, (a) in the case of Share Linked Certificates and ETI Linked Certificates, the price of the relevant AER Event 2 Underlying, (b) in the case of Index Linked Certificates and Custom Index Linked Certificates, the level of the relevant AER Event 2 Underlying, (c) in the case of Commodity Linked Certificates, the Relevant Price, (d) in the case of Currency Linked Certificates, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), or (e) in the case of an Inflation Index, the Relevant Level, in each case, as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on such AER 2 Redemption Valuation Date or (ii) in the case of Debt Linked Certificates, the "last price" of the relevant AER Event 1 Underlying published by the Observation Price Source specified for such AER Event 1 Underlying.

(C) Accrual

Notwithstanding Condition 4(f), if FI Underlying Automatic Early Redemption and Accrual to Automatic Early Redemption are specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs on an Automatic Early Redemption Valuation Date, interest will cease to accrue on such Automatic Early Redemption Valuation Date.

(D) AER Rate Determination

(1) 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 which appears or appear, as the case may be, on the AER Screen Page (or such replacement page on that service which displays the information) as at the AER Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m. Brussels time, in the case of EURIBOR, or Stockholm time, in the case of STIBOR) (the "**Screen Page AER Rate**") on the relevant AER Reference Rate Determination Date 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 on the AER Screen Page (or such replacement page on that service which displays the information) or, in the case of subparagraph (ii), fewer than three offered quotations appear on the AER Screen Page (or such replacement page on that service which displays the information), in each case as at the AER Specified Time, except as provided in paragraph (2) below 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 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 nearest 0.0001 with 0.0005 being rounded upwards) of the relevant quotations, eliminating the highest quotation (or in the event that two or more quotations are identical, one of the highest) and the lowest (or in the event that two or more quotations are identical, one of the lowest) plus or minus (as applicable) 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 nearest 0.0001, with 0.0005 being rounded upwards) of the rates per annum, as communicated to the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at the AER Specified Time on the relevant AER Reference Rate Determination Date, deposits in the Specified 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 plus or minus (as applicable) the AER Margin (if any).

If fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the AER Rate shall be 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 Specified Currency for a period equal to that which would have been used for the AER Reference Rate, at which, at 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 Euro-zone inter-bank market plus or minus (as applicable) the AER Margin (if any).

If the AER Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the Calculation Agent shall determine the AER Rate from such source(s) as it, acting in good faith and in a commercially reasonable manner, may select, except that if the Calculation Agent determines that the absence of the quotation is due to the discontinuation of the Screen Page AER Rate, or the occurrence of a Reference Rate Fallback Event, then the AER Reference Rate will be determined in accordance with paragraph (2) below.

- (2) If the Calculation Agent determines at any time prior to any AER Reference Rate Determination Date, that the Screen Page AER Rate has been discontinued or a Reference Rate Fallback Event has occurred, the Calculation Agent will use, as a substitute for the Screen Page AER Rate, an alternative reference rate determined by the Calculation Agent to be the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency of the relevant rate (each a "**Relevant Nominating Body**") that is consistent with industry accepted standards, provided that, if two or more alternative reference rates are selected by any Relevant Nominating Body, the Issuer or the Calculation Agent, as applicable, shall determine which of those alternative reference rates is most appropriate to preserve the economic features of the relevant Certificates. If the Calculation Agent notifies the Issuer that it is unable to determine such an alternative reference rate, the Calculation Agent will as soon as reasonably practicable (and in any event before the Business Day prior to the applicable AER Reference Rate Determination Date) appoint an agent (the "**Reference Rate Determination Agent**"), which will determine whether a substitute or successor rate, which is substantially comparable to the Screen Page AER Rate, is available for the purpose of determining the AER Reference Rate on each AER Reference Rate Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer of such successor rate to be used by the Calculation Agent to determine the AER Rate.

If the Reference Rate Determination Agent or the Calculation Agent, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the "**Replacement AER Reference Rate**"), for the purpose of determining the AER Reference Rate on each AER Reference Rate Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent or the Calculation Agent, as applicable, will also determine the changes (if any) required to the applicable Business Day Convention, the definition of Business Day, the AER Reference Rate Determination Date, the Day Count Fraction, and any method for obtaining the Replacement AER Reference Rate, including any adjustment needed to make such Replacement AER Reference Rate comparable to the Screen Page AER Rate, including, where applicable, and if Unwind Costs is specified as applicable in the applicable Final Terms, to reflect any increased costs of the Issuer providing such exposure to the Replacement Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement AER Reference Rate;
- (ii) references to the AER Reference Rate in these Conditions will be deemed to be references to the relevant Replacement AER Reference Rate, including any alternative method for determining such rate as described in (i) above;
- (iii) the Reference Rate Determination Agent or the Calculation Agent, as applicable, will notify the Issuer of the Replacement AER Reference Rate, and the details described in (i) above, as soon as reasonably practicable; and
- (iv) the Issuer will give notice to the Certificateholders in accordance with Condition 19, the Issuing and Paying Agent and the Calculation Agent of the Replacement AER Reference Rate, and the details described in (i) above as soon as reasonably

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practicable but in any event no later than 5:00 p.m. (London time) on the Business Day prior to the applicable AER Reference Rate Determination Date.

The determination of the Replacement AER Reference Rate and the other matters referred to above by the Reference Rate Determination Agent or the Calculation Agent, as applicable, will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent, the Principal Warrant and Certificate Agent and the Certificateholders, unless the Issuer, the Calculation Agent or the Reference Rate Determination Agent determines at a later date that the Replacement AER Reference Rate is no longer substantially comparable to the AER Reference Rate or does not constitute an industry accepted successor rate, in which case the Calculation Agent shall appoint or re-appoint a Reference Rate Determination Agent, as the case may be (which may or may not be the same entity as the original Reference Rate Determination Agent or the Calculation Agent) for the purpose of confirming the Replacement AER Reference Rate or determining a substitute Replacement AER Reference Rate in an identical manner as described in this paragraph (2). If the replacement Reference Rate Determination Agent or the Calculation Agent, as applicable, is unable to or otherwise does not determine a substitute Replacement AER Reference Rate, then the Replacement AER Reference Rate will remain unchanged.

The Reference Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the relevant rate as appointed by the Calculation Agent, (y) the Swap Counterparty or the Guarantor (if any) or (z) an affiliate of the Swap Counterparty, the Guarantor (if any) or the Calculation Agent.

- (3) 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.

If the applicable Final Terms specifies a Maximum AER Reference Rate then, in the event that the AER Reference Rate determined in accordance with the above provisions is greater than such Maximum AER Reference Rate, the AER Rate shall be such Maximum AER Reference Rate.

If the relevant Reference Rate Fallback Event may also constitute an Administrator/Benchmark Event in the determination of the Calculation Agent pursuant to Condition 8(o)(A), the provisions of this Condition 8(s)(D)(3) will apply.

Notwithstanding anything to the contrary in the provisions of (and all provisions referred to in) this Condition 8(s)(D)(3), the Issuer, the Calculation Agent or Reference Rate Determination Agent (as applicable) may make all determinations and/or adjustments and take all actions in respect of the Securities as are provided for in connection with a Reference Rate Fallback Event or Administrator/Benchmark Event, as applicable, notwithstanding that such Reference Rate Fallback Event or Administrator/Benchmark Event, as applicable, may have occurred before the Issue Date of the Certificates.

- (t) *Condition to Final Payout Premium*

Where "Condition to Final Payout Payment" is specified as applicable in the applicable Final Terms, the obligation of the Issuer to pay a Final Payout Premium as part of the Final Redemption Amount will be subject to the receipt of an aggregate amount equal to the Final Payout Premium payable in respect of each Certificate outstanding on or prior to the Redemption Date from the Swap Counterparty under the Swap Agreement. In the event that the Swap Counterparty fails to pay an amount under the Swap Agreement or the Swap Agreement terminates for any reason other than as scheduled on its scheduled termination date or where the termination of the Swap Agreement has resulted from an Event of Default thereunder where the Issuer is the Defaulting Party, the Issuer will have no further obligation to pay an amount equal to the Final Payout Premium in respect of each Certificate (but without prejudice to the Issuer's obligations to pay an amount equal to the Scheduled Final Redemption Amount less the relevant Final Payout Premium in respect of each Certificate) and no Event of Default will occur in respect of such non-payment save where the termination of the



Swap Agreement has resulted from an Event of Default thereunder where the Issuer is the Defaulting Party.

For the purposes of this Condition 8(t):

**"Final Payout Premium"** means, in respect of a Certificate, a *pro rata* share of an amount equal to the amount by which the Scheduled Final Redemption Amount is greater than the amount which the Issuer is scheduled to receive in respect of the Charged Assets other than the Swap Agreement on maturity or termination of such assets; and

**"Scheduled Final Redemption Amount"** means an amount equal to the scheduled Final Redemption Amount which would have been payable by the Issuer had the Swap Counterparty paid the amounts it was scheduled to pay under the Swap Agreement and/or the Swap Agreement had not terminated prior to the Redemption Date.

(u) *Dual Currency Redemption Certificates*

If the Certificates are specified in the applicable Final Terms as Dual Currency Redemption Certificates, any amount payable on the redemption of the Certificates will be converted into the Settlement Currency at the Specified Exchange Rate specified in the applicable Final Terms or, if no Specified Exchange Rate is specified, the Settlement Currency Exchange Rate on the relevant Settlement Currency Exchange Rate Observation Date.

References to amounts payable on the redemption of the Certificates shall be deemed to include, as applicable:

- (i) any additional amounts which be payable with respect to principal under Condition 10;
- (ii) the Final Redemption Amount of the Certificates;
- (iii) the Early Redemption Amount of the Certificates;
- (iv) the Optional Redemption Amount(s) (if any) of the Certificates;
- (v) the Instalment Amounts;
- (vi) the Automatic Early Redemption Amount (if any) of the Certificates; and
- (vii) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Certificates.

(v) *Autoroll*

If Autoroll is specified as applicable in the applicable Final Terms and:

- (a) Autoroll Standard is specified in the applicable Final Terms and an Autoroll Event occurs, any of (i) the Final Payout and its related provisions, (ii) the Knock-in Event or Knock-out Event, as applicable, and its related provisions, (iii) the Automatic Early Redemption Event and its related provisions, (iv) the Strike Date, (v) the Coupon Payout and its related provisions and/or (vi) the Redemption Date, will be amended to the corresponding (i) Rolled Final Payout and its related provisions, (ii) Rolled Knock-in Event or Knock-out Event and its related provisions, (iii) Rolled Automatic Early Redemption Event and its related provisions, (iv) Rolled Strike Date, (v) Rolled Coupon Payout and its related provisions or (vi) Rolled Redemption Date, in each case specified in the applicable Final Terms on and after the Autoroll Date immediately following the SPS AR Valuation Date or SPS AR Valuation Period, as applicable, on or in respect of which the Autoroll Event occurs;
- (b) Autoroll Lock is specified in the applicable Final Terms and an Autoroll Event occurs, any level specified in the applicable Final Terms (each such level a **"Rolling Level"**) in respect

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of (i) the Final Payout and its related provisions, (ii) the Knock-in Event or Knock-out Event and its related provisions, (iii) the Automatic Early Redemption Event and its related provisions and/or (iv) the Coupon Payout and its related provisions, will be amended to (x) if Autoroll Lock Product is specified in the applicable Final Terms, the product of such originally designated level and the relevant Locked Level or (y) if Autoroll Lock Divide is specified in the applicable Final Terms, such originally designated level divided by the relevant Locked Level, on and after the Autoroll Date immediately following the SPS AR Valuation Date or SPS AR Valuation Period, in respect of which the Autoroll Event occurs; or

- (c) Autoroll Shift is specified in the applicable Final Terms and an Autoroll Event occurs, any level specified in the applicable Final Terms (each such level a "**Rolling Level**") in respect of (i) the Final Payout and its related provisions, (ii) the Knock-in Event or Knock-out Event and its related provisions, (iii) the Automatic Early Redemption Event and its related provisions and/or (iv) the Coupon Payout and its related provisions, will be amended to the relevant Shifted Level, on and after the Autoroll Date immediately following the SPS AR Valuation Date or SPS AR Valuation Period, as applicable, on or in respect of which the Autoroll Event occurs.

Notice of any amendment to any Rolling Level pursuant to (b) or (c) above will be given to Holders in accordance with Condition 19 (*Notices*) of the Certificates.

Where:

"**Autoroll Date**" means each date specified as such or determined pursuant to the provisions of the applicable Final Terms;

"**Autoroll Event**" means that:

- (a) if Autoroll Standard is specified in the applicable Final Terms, the SPS AR Value is (i) "greater than", (ii) "equal to or greater than", (iii) "less than" or (iv) "less than or equal to", as specified in the applicable Final Terms, the Autoroll Level, (x) on a SPS AR Valuation Date or (y) in respect of a SPS AR Valuation Period, as specified in the applicable Final Terms;
- (b) if Autoroll Lock is specified in the applicable Final Terms, the SPS AR Value is (i) "greater than", (ii) "equal to or greater than", (iii) "less than" or (iv) "less than or equal to", as specified in the applicable Final Terms, any of the Lock Levels (x) on a SPS AR Valuation Date or (y) in respect of a SPS AR Valuation Period; or
- (c) if Autoroll Shift is specified in the applicable Final Terms, the SPS AR Value is (i) "greater than", (ii) "equal to or greater than", (iii) "less than" or (iv) "less than or equal to", as specified in the applicable Final Terms, the Shifted Level(t-1), (x) on a SPS AR Valuation Date or (y) in respect of a SPS AR Valuation Period, as specified in the applicable Final Terms;

"**Autoroll Level**" means the number, amount, level or percentage specified as such in the applicable Final Terms;

"**Cap Shifted Level**" means the Cap Percentage;

"**Coupon Payout**" means a payout set out in Payout Condition 1.1 or Payout Condition 2.1;

"**Floor Shifted Level**" means the Floor Percentage;

"**Lock Level [1]/[2]/[3]/[4]**" means the number, amount, level or percentage specified as such in the applicable Final Terms;

**"Locked Level"** means:

- (a) if Lowest Lock Level is specified in the applicable Final Terms, where the SPS AR Value in respect of a SPS AR Valuation Date or SPS AR Valuation Period, as applicable, is less than a Lock Level, but greater than or equal to the next lowest Lock Level, the lower of those two Lock Levels; or
- (b) if Highest Lock Level is specified in the applicable Final Terms, where the SPS AR Value in respect of a SPS AR Valuation Date or SPS AR Valuation Period, as applicable, is less than a Lock Level, but greater than or equal to the next lowest Lock Level, the higher of those two Lock Levels;

**"Shifted Level(0)"** means the relevant Rolling Level or other number, amount, level or percentage specified as such in the applicable Final Terms;

**"Shifted Level(t-1)"** means, in respect of a SPS AR Valuation Date or a SPS AR Valuation Period, as applicable, the Shifted Level in respect of the immediately preceding SPS AR Valuation Date or SPS AR Valuation Period, as applicable, or if none, Shifted Level(0);

**"Shifted Level"** means:

- (a) in respect of a SPS AR Valuation Date, the SPS AR Value in respect of such SPS AR Valuation Date; or
- (b) in respect of a SPS AR Valuation Period, and:
  - (i) if Lowest Shifted Level is specified in the applicable Final Terms, the lowest SPS AR Value on any SPS AR Valuation Date in such SPS AR Valuation Period;
  - (ii) if Highest Shifted Level is specified in the applicable Final Terms, the highest SPS AR Value on any SPS AR Valuation Date in such SPS AR Valuation Period; or
  - (iii) if neither Lowest Shifted Level or Highest Shifted Level is specified in the applicable Final Terms, then SPS AR Value in respect of such SPS AR Valuation Period,

provided that, the Shifted Level in respect of such SPS AR Valuation Date or SPS AR Valuation Period, as applicable, will not be (i) less than the Floor Shifted Level or (ii) greater than the Cap Shifted Level;

**"SPS AR Valuation Date"** means each Averaging Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"SPS AR Valuation Period"** means each period specified as such in the applicable Final Terms; and

**"SPS AR Value"** means, in respect of a SPS AR Valuation Date or a SPS AR Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

(w) *Physical Settlement*

Where Physical Settlement upon Physical Delivery Event is specified as applicable in the applicable Final Terms, Condition 8(w)(i) will apply and if Physical Settlement upon Early Redemption is specified as applicable in the applicable Final Terms, Condition 8(w)(ii) shall apply.

- (i) If, in the determination of the Calculation Agent, a Physical Delivery Event has occurred and no Early Redemption Event has occurred, then the Issuer (or an agent acting on the Issuer's behalf) shall as soon as reasonably practicable give notice of that event to the

Certificateholders in accordance with Condition 19 (*Notices*), the Trustee and the Swap Counterparty, and on the Unwind Date, the Issuer will deliver, in respect of each Certificate, the Entitlement in respect of such Certificate in accordance with Condition 8(w)(iii). Upon the occurrence of a Physical Delivery Event and the delivery of the Entitlement to the Certificateholders, no termination of the Swap Agreement will occur in respect of such event but each Certificate shall be redeemed on the Redemption Date with a Final Redemption Amount equal to an amount equal to the Final Swap Payment. For, the avoidance of doubt, for the purposes of calculating the interest amount payable (if any) in respect of a Certificate on any Interest Payment Date following the occurrence of a Physical Delivery Event, the Notional Amount of the Certificate shall be equal to its original Notional Amount (subject to no Early Redemption Event having occurred). No Event of Default shall arise as a result of the occurrence of a Physical Delivery Event unless the Issuer fails to deliver the relevant Entitlements in accordance with Condition 8(w)(iii). Where the Calculation Agent determines that occurrence of an Early Redemption Event also constitutes a Physical Delivery Event such event shall be treated as a Physical Delivery Event in accordance with this Condition 8(w).

As used in this Condition 8(w)(i):

**"Final Swap Payment"** means a *pro rata* share of an amount equal to the payment which is paid by the Swap Counterparty to the Issuer under the Swap Agreement on or prior to the scheduled Redemption Date of the Certificates the quantum of which is determined in whole or part by reference to the performance of the relevant Underlying Reference (as defined in Condition 8(s)) (an **"Underlying Reference Linked Payment"**) disregarding the effect of any payment netting or set off and excluding any such amounts paid by the Swap Counterparty which are used by the Issuer to fund payments of interest on the Certificates or if there is no such Underlying Reference Linked Payment due under the Swap Agreement, zero;

**"Physical Delivery Event"** means the occurrence of one or more of a Reference Securities Regulatory Event, Reference Securities Restructuring Event and Regulatory Ratio Delivery Event;

**"Reference Securities Regulatory Event"** has the meaning given to it in Condition 7(l)(x);

**"Reference Securities Restructuring Event"** has the meaning given to it in Condition 7(l)(ix);

**"Regulatory Ratio Delivery Event"** means the Calculation Agent determines that (i) the Relevant Regulator has informed the Reference Security Issuer that the Reference Securities are, or are likely to be, an impediment to resolution of the Reference Security Issuer pursuant to the Resolution Rules, (ii) the Reference Securities do not comply with the criteria applicable to eligible liabilities and are or are likely to be, excluded from the eligible liabilities available to meet the MREL/TLAC Requirements of BNP Paribas according to the Relevant Rules as a consequence or (iii) the Reference Securities are deemed to fall outside the category of obligations described in article L.613-30-3-I-4° of the French *Code monétaire et financier*;

**"Unwind Date"** means the date notified to the Noteholders by, or on behalf of, the Issuer in the notice giving notice of the occurrence of one or more Physical Delivery Event and which date must be not less than two Business Days after the date on which such notice is given.

- (ii) If, in the determination of the Calculation Agent, an Early Redemption Event has occurred in respect of which the applicable Final Terms specify that Physical Delivery applies (a

"**Physical Delivery Early Redemption Event**"), it shall notify the Issuer, and the Issuer (or an agent acting on the Issuer's behalf) shall give notice of the early redemption of the Certificates to the holders of the Certificates in accordance with Condition 19 (*Notices*) and the Trustee, and, on the date specified for redemption (which must be not less than 15 calendar days nor more than 30 calendar days after the date on which such notice is given by the Issuer) (the "**Early Redemption Date**"), the Issuer will deliver in respect of each Certificate the Entitlement in respect of such Certificate in accordance with Condition 8(w)(iii) (where no prior Physical Delivery Event has occurred), together with payment of a *pro rata* share of the Physical Delivery Early Redemption Amount in respect of each Certificate. Redemption of the Certificates on the Early Redemption Date will extinguish all obligations of the Issuer under the Certificates. For the avoidance of doubt, if any Early Redemption Event occurs which is not a Physical Delivery Early Redemption Event, such Early Redemption Event shall be governed by Condition 8(l) and not this Condition 8(w).

For the purposes of this Condition 8(w)(ii), "**Physical Delivery Early Redemption Amount**" means an amount equal to any termination payment received by the Issuer under the relevant Swap Agreement and any amounts received from the realisation of the Charged Assets (other than the Reference Securities) after the deduction of any fees (including, without limitation, any legal fees), costs, expenses and taxes of the Issuer and, if applicable, any Delivery Agent, in respect of the delivery of the Reference Securities and the early redemption of the Certificates, any due and unpaid fees, costs and expenses of the Trustee and the Agents and any amounts due to be paid to the Swap Counterparty under the Swap Agreement.

- (iii) Following the occurrence of a Physical Delivery Event or Physical Delivery Early Redemption Event, any delivery of the Entitlement shall take place in accordance with Condition 6(b). For the purposes of Condition 6(b)(C), following any Physical Delivery Early Redemption Event, the Expenses payable by a Certificateholder shall be calculated after the application of any termination payment received by the Issuer from the Swap Counterparty to pay such Expenses (and the Physical Delivery Early Redemption Amount shall be reduced accordingly). The provisions of Condition 6(b)(i)(E) shall not apply to the Certificates unless Settlement Disruption Event is specified to be applicable to Physical Delivery Events and/or Early Redemption Events in the applicable Final Terms.

- (iv) For the purposes of this Condition 8(w) (and where such term is used in Condition 6):

"**Entitlement**" means, in respect of each Certificate, a *pro rata* share of the Reference Securities then held by the Issuer or, where applicable, any securities or other assets resulting from the conversion of the Reference Securities into other securities ("**Alternative Securities**"); and

"**Relevant Assets**" means the Reference Securities and/or, as the case may be, any Alternative Securities.

- (x) *Suspension of payments*

Where "Suspension of Payments" is specified as applicable in the applicable Final Terms, if the Calculation Agent determines that a Suspension Event has occurred, no payment of Final Redemption Amount or interest shall be made by the Issuer in respect of the Certificates during the Suspension Period as set out in Condition 4(j) (in the case of interest). If, at any time during the Suspension Period, the Calculation Agent determines that an Early Redemption Event has occurred, then the provisions of Condition 8(l) shall apply. In determining whether a payment failure has (or may have) occurred, the Calculation Agent may rely on evidence of non-receipt of funds. For the purposes of these Conditions:

**"Suspension Event"** means the Calculation Agent determines that facts exist which may (assuming the expiration of any applicable grace period) amount to (a) an Asset Payment Default Event (disregarding any terms allowing for non-payment, deferral or adjustments to any scheduled payments and any notice period in respect thereof) in respect of any relevant Reference Securities (where Asset Payment Default Event is specified as an Early Redemption Event in respect of the relevant Certificates), or (b) an Asset Default Event in respect of any relevant Reference Securities (where Asset Default Event is specified as an Early Redemption Event in respect of the relevant Certificates) or (c) an RCA Payment Default Event as if No Grace Period had been specified in the applicable Final Terms (and disregarding any terms allowing for non-payment, deferral or adjustments to any scheduled payments and any notice period in respect thereof) in respect of any relevant Reference Securities (where Annex 12 (*Additional Terms for Notional Value Repack Securities*) is applicable and RCA Payment Default Event is specified as an Early Redemption Event in respect of the relevant Certificates);

**"Suspension Period"** means, where "Suspension of Payments" is specified as applicable in the applicable Final Terms, the period commencing on the Suspension Period Start Date and with a duration equal to:

- (a) if no period is specified in the applicable Final Terms as the Suspension Period, the longer of (i) ten Business Days and (ii) the grace period applicable to the relevant Reference Securities (determined in accordance with the terms and conditions of the relevant Reference Securities); or
- (b) the period specified in the applicable Final Terms as the Suspension Period; and

**"Suspension Period Start Date"** means the date on which the Calculation Agent determines that a Suspension Event has occurred.

(y) *Open End Certificates*

If "Open End" is specified as applicable in the relevant Final Terms, unless the Certificates have previously been redeemed or purchased and cancelled:

- (i) unless the Certificates are specified as "Put/Call Open End Certificates" in the applicable Final Terms, the Conditions of the Certificates will include (a), an option for the Issuer to redeem each Certificate by payment of the Cash Settlement Amount on the Redemption Date of such Open End Certificates, which will, notwithstanding any provision to the contrary, be the date falling (5) five Business Days after the relevant Averaging Date, Observation Date, Strike Date or, as applicable, Valuation Date determined by the Calculation Agent, and such option is deemed exercised where the Issuer notifies the relevant Averaging Date, Observation Date, Strike Date or Valuation Date so determined by the Calculation Agent is notified to the Certificateholders at the latest ten (10) Business Days (or such other notice period specified in the applicable Final Terms) prior to the contemplated date in accordance with Condition 19 and (b) an option for the holder of any Open End Certificate to give notice to the Issuer not less than the minimum notice period nor more than the maximum notice period, in each case, specified in the applicable Final Terms (the **"Notice Period"**) and, upon the expiry of such Notice Period, the Issuer will redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), each such Certificate at the Cash Settlement Amount on the relevant Redemption Date. The Redemption Date of such Open End Certificates will, notwithstanding any provision to the contrary, be the date falling (5) five Business Days after the relevant Averaging Date, Observation Date, Strike Date or, as applicable, Valuation Date, determined by the Calculation and notified to Certificateholders in accordance with Condition 19. To validly exercise such option, the Holder must deliver a Put Notice in accordance with the provisions of the last paragraph of Condition 8(d) (save

that references to Optional Redemption Date shall be deemed to refer to the Redemption Date]; or

- (ii) if the Certificates are specified as "Put/Call Open End Certificates" in the applicable Final Terms, each Certificate will include an Issuer Call Option, exercisable in accordance with the provisions of Condition 8(c) and a Certificateholder Put Option, exercisable in accordance with the provisions of Condition 8(d).

If the date for payment of any amount in respect of the Certificates is not a Business Day, the noteholder 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.

## 9. Charged Assets

### (a) *Compartment Assets*

- (i) In respect of any Series of Certificates, "**Compartment**" shall mean the compartment created by the Board of the Issuer pursuant to the Securitisation Act 2004 under which the Certificates are to be issued. Each Compartment will comprise a pool of Issuer assets and liabilities separate from the pools of Issuer assets and liabilities relating to any other Compartments. In respect of any Series of Certificates and any Related Certificates, such assets will consist of the Charged Assets (as defined in Condition 8(c) (*Compartment Security*) below), which Charged Assets may include, *inter alia*, the assets specified in the applicable Final Terms as "Compartment Assets" or where such assets are converted into or exchanged for new assets, such new assets or, in each case any redemption or other proceeds received by the Issuer in respect thereof relating to such exchange or conversion (the "**Compartment Assets**") and which Compartment Assets may be specified in the applicable Final Terms to be "Reference Securities" or where such assets are converted into or exchanged for new assets, such new assets or, in each case any redemption or other proceeds received by the Issuer in respect thereof relating to such exchange or conversion (the "**Reference Securities**").
- (ii) Subject to the Trust Deed (but without prejudice to the rights of the Issuer under Condition 8(n) (*Redemption Date Extension*)), in order to meet any part of its obligations under the Certificates or any Related Certificates in respect of (A) any redemption thereof, (B) any Related Agreements or "Related Agreements" (as defined under the terms and conditions of any such Related Certificates), (C) any agreements for the purchase of the Certificates or (D) any other payments (if any) due from the Issuer under these Conditions and/or the Trust Deed in relation to the Certificates or Related Certificates, the Issuer may, at any time, procure the liquidation of some or all of the Compartment Assets provided that (1) where such liquidation relates to a Multi-Series Compartment where there are Related Certificates outstanding and (2) the Compartment Asset Coverage Test is specified to be applicable in the applicable Final Terms, the Issuer shall not liquidate any Compartment Asset where such liquidation would mean that the Compartment Asset Coverage Test would be breached (determined as of the date of the relevant liquidation) in respect of any remaining Certificates and/or Related Certificates.

As used in these Conditions:

"**Compartment Asset Coverage Percentage**" means 100 per cent. or such other percentage specified in the applicable Final Terms of (a) the aggregate Notional Amount outstanding of the Certificates and the Related Certificates remaining after the purchase or redemption of Certificates referred to in this Condition 9(a)(ii) or, as applicable, the issue of Further Certificates or Related Certificates referred to in Condition 17 or (b) if Compartment Asset Coverage Market Value Percentage is specified to be applicable in the applicable Final Terms, the market value (as determined by the Calculation Agent) of the Certificates and Related Certificates remaining after the purchase or redemption of Certificates referred to

in this Condition 9(a)(ii) or, as applicable, the issue of Further Certificates or Related Certificates referred to in Condition 17.

**"Compartment Asset Coverage Test"** means (a) where Compartment Asset Coverage Market Value is specified as applicable in the applicable Final Terms, the market value of the Compartment Assets held in respect of the relevant Compartment (as determined by the Calculation Agent) is equal to or greater than the Compartment Asset Coverage Percentage or (b) where Compartment Asset Coverage Nominal Value is specified as applicable in the applicable Final Terms, the nominal amount of the Compartment Assets held in respect of the relevant Compartment (as determined by the Calculation Agent) is equal to or greater than the applicable Compartment Asset Coverage Percentage.

- (iii) In accordance with the Securitisation Act 2004, the Charged Assets are available exclusively to satisfy the rights of the Secured Parties (as defined in Condition 9(e) (*Application of Proceeds*)).
  - (iv) In connection with the issue of the Certificates and any Related Certificates there may be executed one or more interest rate and/or currency exchange agreements, credit default swap agreements, swap agreements exchanging payment flows on an asset, total return swap agreements, option agreements and/or other derivative transactions (each a **"Swap Agreement"**) between the Issuer and one or more swap counterparties (each a **"Swap Counterparty"**) and one or more deposit agreements (each a **"Deposit Agreement"**) between the Issuer and one or more deposit counterparties (each a **"Deposit Counterparty"**) and one or more collateral exchange agreements (each a **"Collateral Exchange Agreement"**) between the Issuer and one or more collateral exchange counterparties (each a **"Collateral Exchange Counterparty"**) and one or more repurchase agreements (each a **"Repurchase Agreement"**) with BNP Paribas or BNP Paribas Financial Markets S.N.C. (each a **"Repo Counterparty"**) and, together with each Swap Counterparty, Collateral Exchange Counterparty and Deposit Counterparty, each a **"Counterparty"**). In addition, in connection with any issue of Certificates and any Related Certificates, the Issuer and the Swap Counterparty may enter into a credit support annex, credit support deed or pledge or such other security interest governed by the law of such other jurisdiction specified in the applicable Final Terms over collateral in favour of the Issuer in connection with any relevant Swap Agreement (a **"Credit Support Annex"**, a **"Credit Support Deed"** and a **"Pledge"** respectively and, together with the Swap Agreement, the Deposit Agreement, the Collateral Exchange Agreement and the Repurchase Agreement, the **"Related Agreements"**).
  - (v) Where no reference is made in the applicable Issue Deed to any Swap Agreement, Repurchase Agreement, Collateral Exchange Agreement or Deposit Agreement, references in these Terms and Conditions to any such document or agreement and to any Swap Counterparty, Repo Counterparty, Collateral Exchange Counterparty or Counterparty, as the case may be, shall not be applicable.
- (b) *Custodian; Custody Account; Account Bank; Compartment Account*
- (i) Each Custody Account (as defined below), together with such Compartment Assets as are capable of being so held, will be held by the Custodian on behalf of the Issuer, and each Compartment Account (as defined below) will be held by the Account Bank, in each case on and subject to (A) the terms and conditions of the Agency Agreement, (B) the Securitisation Act 2004 and (C) in the cases of the Compartment Assets, the Custody Account and the Compartment Account, the terms and conditions of the Compartment Security created pursuant to the Trust Deed and/or any Additional Security Document. Unless otherwise specified in the applicable Final Terms, the Issuer reserves the right to replace the Custodian at any time, but only with the prior written consent of the Trustee and in accordance with (x) the provisions of the Securitisation Act 2004 and (y) the relevant CSSF instructions and/or guidelines. Notice of such change shall be given to the Certificateholders in accordance with Condition 19 (*Notices*). If it is specified in the applicable Final Terms that there is a Sub-Custodian in relation to the Compartment Assets,



such Sub-Custodian (which expression shall include any additional or successor sub-custodians from time to time appointed) shall hold such Compartment Assets as are capable of being so held on behalf of the Custodian, on and subject to the terms of an agreement between the Sub-Custodian and the Custodian. References herein to the "**Custodian**" shall, as the context requires, be construed as references to the Custodian, the Sub-Custodian and/or any additional or successor custodians appointed from time to time.

- (ii) If the Charged Assets of the Issuer in respect of a Compartment include Compartment Assets, in respect of such Compartment the Custodian (on behalf of the Issuer) shall establish and maintain an account in the name of the Issuer (the "**Custody Account**") with a bank or other financial institution (which shall be the Custodian unless an alternative financial institution specified in the applicable Final Terms). The Custody Account for the Compartment shall be entirely separate from any other accounts of the Issuer and the Custodian, including, without limitation, the accounts established in connection with any other Compartment(s). Such Compartment Assets shall only be removed from the Custody Account at such times and in such amounts as are contemplated in these Terms and Conditions and the Trust Deed or in order for the Issuer (or any appointee on its behalf) and the Trustee (or any receiver) to fulfil their respective obligations under the Certificates and any Related Certificates, Related Agreements and pursuant to the Trust Deed.
- (iii) Where "Compartment Account" is specified as applicable in the applicable Final Terms, in respect of the relevant Compartment the Issuer shall establish and maintain one or more account in the name of the Issuer (the "**Compartment Account**") with a bank or other financial institution (which shall be the financial institution specified in the applicable Final Terms, unless no such financial institution is specified in which case it shall be the Account Bank). The Compartment Account for the Compartment shall be entirely separate from any other accounts of the Issuer and the Account Bank, including, without limitation, the accounts established in connection with any other Compartment(s). Amounts standing to the credit of the Compartment Account shall only be removed from the Compartment Account at such times and in such amounts as are contemplated in these Terms and Conditions and the Trust Deed or in order for the Issuer (or any appointee on its behalf) and the Trustee (or any receiver) to fulfil their respective obligations under the Certificates or Related Agreements and pursuant to the Trust Deed.

(c) *Compartment Security*

- (i) The Issuer has (as specified in the Trust Deed relating to the Certificates and any Related Certificates or in another relevant security document relating to the Certificates and any Related Certificates), assigned or created a first fixed charge, and/or other security interest, in each case in favour of the Trustee for itself and as trustee for the Secured Parties, over or in respect of:
  - (A) the present and future Compartment Assets relating to the relevant Compartment and all of the Issuer's rights, title, interest and benefit, present and future, in respect of sums derived from the present and future Compartment Assets relating to the relevant Compartment (including, without limitation, any proceeds of the sale thereof);
  - (B) (x) the Issuer's rights, title, interest and benefit, present and future, in, to and under all sums held by the Agents, the Account Bank (including sums standing to the credit of the Compartment Account) and the Custodian to meet payments due in respect of the Certificates relating to the relevant Compartment (the "**Cash Assets**"); (y) any sums of money, securities or other property received or receivable by the Issuer under any Related Agreement (including, without limitation, any Swap Agreement, any Deposit Agreement and any Repurchase Agreement) relating to the relevant Compartment; and (z) all of the Issuer's rights, title, interest and benefit, present and future, as against the Custodian in respect of any sum standing to the credit of the Custody Account (as defined in Condition 9(b) relating to the relevant Compartment); and

- (C) the Issuer's rights, title, interest and benefit, present and future, in, to and under any Transaction Document (including without limitation any Swap Agreement, any Deposit Agreement and any Repurchase Agreement) and any agreement for the sale, transfer and/or delivery of assets relating to the relevant Compartment (as contemplated under Condition 9(a) and any sums received or receivable by the Issuer under any such agreement.
  - (ii) If it is stated in the applicable Final Terms that the security for the Certificates is "Charged Assets charged to Trustee; additional foreign law security", the Issuer has in the Trust Deed created the security specified in sub-paragraph (i) above and has, in addition and without prejudice to the security specified as aforesaid, executed in favour of the Trustee the pledge or security or other agreement or document specified in the applicable Final Terms (each an "**Additional Security Document**").
  - (iii) The security described in sub-paragraph (i) and, as the case may be, sub-paragraph (ii) shall be referred to herein as the "**Compartment Security**" and the assets described in sub-paragraph (i) and, as the case may be, sub-paragraph (ii) shall be referred to herein as the "**Charged Assets**".
- (d) *General provisions relating to security*

Unless otherwise specified in the applicable Final Terms, the Compartment Security constituted or created pursuant to the Trust Deed and any Additional Security Document will be granted to the Trustee for itself and for the other Secured Parties (as defined in Condition 9(e) as continuing security for (i) the payment of all sums due to the Trustee or any appointee or any receiver under the Trust Deed and/or any Additional Security Document or due under the Certificates and any Related Certificates, (ii) the performance of the Issuer's obligations under any Related Agreement (including any Swap Agreement) and (iii) the payment of all sums payable to the Agents pursuant to any provision of the Agency Agreement (including the provisions which require the Issuer to reimburse (and to pay interest on the amount reimbursed as provided in the Agency Agreement) to the Principal Warrant and Certificate Agent or the Registrar for any amount paid out by the Principal Warrant and Certificate Agent or the Registrar, as the case may be, to the Certificateholders before receipt of the corresponding amount due from the Issuer).
- (e) *Application of Proceeds*
  - (i) The Trustee shall (subject to the provisions of the Trust Deed) apply (1) all moneys received by it under the provisions of the Trust Deed and any Additional Security Document in connection with the realisation or enforcement as described in Condition 14 of the Compartment Security constituted by or pursuant to the Trust Deed and any Additional Security Document and/or (2) the Reference Securities in the manner set out in Condition 14(b) (where Condition 14(b) is applicable) in accordance with the Order of Priority specified in the applicable Final Terms (such amounts being the "**Available Enforcement Proceeds**").
  - (ii) By subscribing to or otherwise acquiring the Certificates, each Certificateholder expressly consents to the provisions of this Condition 9(e), the order of priority specified in the applicable Final Terms (the "**Order of Priority**") and the limitation of its rights in accordance with article 64 of the Securitisation Act 2004 and is deemed to have accepted and agreed to such provisions and the consequences thereof. If no Order of Priority is specified in the applicable Final Terms, the Order of Priority shall be Swap Counterparty Priority as set out below.
  - (iii) If:
    - (A) "**Swap Counterparty Priority**" is specified in the applicable Final Terms, Available Enforcement Proceeds and/or the Reference Securities in the manner set out in Condition 14(b) (where Condition 14(b) is applicable) shall be applied as follows:

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- (1) first, the proceeds of realisation of the securities held in the Compartment Account will be applied to the extent required to meet any termination payment due to the Repo Counterparty under the Repurchase Agreement (if any);
  - (2) secondly, in payment or satisfaction of the Trustee's remuneration and the fees, costs, charges, expenses and liabilities incurred by the Trustee or any receiver in preparing and executing the trusts in the Trust Deed in relation to the Certificates and any Related Certificates (including, but not limited to, any taxes required to be paid and the costs of realising any security and payment of any indemnity claims of the Trustee);
  - (3) thirdly, in payment or satisfaction of each of the Agents' fees, costs, charges, expenses and liabilities incurred pursuant to the Agency Agreement;
  - (4) fourthly, rateably in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement relating to the Certificates and the Related Certificates and the Collateral Exchange Counterparty under the Collateral Exchange Agreement (if any) relating to the Certificates and the Related Certificates. If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment;
  - (5) fifthly, rateably in meeting the claims (if any) of the Certificateholders and the holders of any Related Certificates. If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment; and
  - (6) sixthly, in payment of the balance (if any) to the Issuer;
- (B) **"Pari Passu Ranking"** is specified in the applicable Final Terms, Available Enforcement Proceeds and/or the Reference Securities in the manner set out in Condition 14(b)(where Condition 14(b) is applicable) shall be applied as follows:
- (1) first, the proceeds of realisation of the securities held in the Compartment Account will be applied to the extent required to meet any termination payment due to the Repo Counterparty under the Repurchase Agreement (if any);
  - (2) secondly, in payment or satisfaction of the Trustee's remuneration and the fees, costs, charges, expenses and liabilities incurred by the Trustee or any receiver in preparing and executing the trusts in the Trust Deed in relation to the Certificates and any Related Certificates (including, but not limited to, any taxes required to be paid and the costs of realising any security and payment of any indemnity claims of the Trustee);
  - (3) thirdly, in payment or satisfaction of each of the Agents' fees, costs, charges, expenses and liabilities incurred pursuant to the Agency Agreement;
  - (4) fourthly, rateably in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement relating to the Certificates and the Related Certificates, the Collateral Exchange Counterparty under the Collateral Exchange Agreement (if any) relating to the Certificates and the Related Certificates and the Certificateholders and the holders of any Related Certificates. If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment; and

- (5) fifthly, in payment of the balance (if any) to the Issuer; and
- (C) **"Certificateholder Priority"** is specified in the applicable Final Terms, Available Enforcement Proceeds and/or the Reference Securities in the manner set out in Condition 14(b) (where Condition 14(b) is applicable) shall be applied as follows:
- (1) first, the proceeds of realisation of the securities held in the Compartment Account will be applied to the extent required to meet any termination payment due to the Repo Counterparty under the Repurchase Agreement (if any);
  - (2) secondly, in payment or satisfaction of the Trustee's remuneration and the fees, costs, charges, expenses and liabilities incurred by the Trustee or any receiver in preparing and executing the trusts in the Trust Deed in relation to the Certificates and the Related Certificates (including, but not limited to, any taxes required to be paid and the costs of realising any security and payment of any indemnity claims of the Trustee);
  - (3) thirdly, in payment or satisfaction of each of the Agents' fees, costs, charges, expenses and liabilities incurred pursuant to the Agency Agreement;
  - (4) fourthly, rateably in meeting the claims (if any) of the Certificateholders and the holders of any Related Certificates. If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment;
  - (5) fifthly, rateably in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement relating to the Certificates and any Related Certificates and the Collateral Exchange Counterparty under the Collateral Exchange Agreement (if any) relating to the Certificates and any Related Certificates. If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each party entitled to such payment; and
  - (6) sixthly, in payment of the balance (if any) to the Issuer.

**"Secured Parties"** means each of the Trustee, any receiver, the Certificateholders, the Swap Counterparty, the Repo Counterparty (if any), the Collateral Exchange Counterparty (if any) and the Agents (each, a **"Secured Party"**).

(f) *Compartment Assets substitution by Swap Counterparty*

Where this Condition 9(f) is specified as being applicable in the Final Terms then the Compartment Assets may be substituted in whole or in part by the Swap Counterparty.

The Swap Counterparty may substitute the Compartment Assets for:

- (i) either securities denominated in the currency specified in the Final Terms issued by the entity specified as the eligible collateral issuer (each, an **"Eligible Compartment Assets Issuer"**) in the Final Terms (**"Eligible Compartment Assets Issuer Obligations"**); or
- (ii) such other securities, obligations or an amount of cash in the currency in which the principal amount of the existing Compartment Assets is expressed to be payable where **"Alternative Substitution"** is specified in the Final Terms.

The new securities, obligations or cash to be substituted must be in a principal amount equal (or, if in another currency, the equivalent to the principal amount of the currency in which the Compartment Assets are expressed to be payable, as determined on the date of such substitution by the Swap

Counterparty in good faith and in a commercially reasonable manner) to the then fair market value of the Certificates as determined by the Swap Counterparty (or, in the case of a substitution or redemption of part only of the Compartment Assets, of the relevant proportion thereof as at the date of such substitution).

The securities, obligations or cash which may be substituted for the Compartment Assets shall be delivered (or paid, in the case of cash) by the Swap Counterparty to the Custodian or such other relevant Counterparty.

By making any substitution pursuant to this Condition 9(f) the Swap Counterparty shall be deemed to agree with the Issuer and the Trustee that its obligations under the relevant Swap Agreement shall continue in full force and effect irrespective of such substitution and that no termination or adjustment to its obligations thereunder shall occur as a consequence of such substitution.

The Trustee shall, upon notice from the Swap Counterparty (upon which the Trustee may rely without further enquiry) that the conditions for substitution referred to in this Condition 9(f) are met, release the Compartment Assets to be substituted from the security created in respect of it under the Trust Deed. The Issuer, the Trustee and the Swap Counterparty will upon such substitution enter into such further documentation as may be required (if at all) by any applicable law and/or as may be required by the Trustee to give effect to the creation of security over any replacement securities, obligations or cash amounts in the manner set out in this Condition 9(f).

References in these Conditions and the Trust Deed to "**Compartment Assets**" shall be deemed to include any substituted Compartment Assets and references to "**Charged Assets**" shall be deemed to include any additional assets or rights charged or assigned in favour of the Trustee pursuant to such substitution.

Where "Substitution Notification" is specified in the applicable Final Terms, the Issuer shall give notice of any substitution to Certificateholders under this Condition 9(f) in accordance with Condition 19 (*Notices*) and, in relation to any Certificates listed on the Luxembourg Stock Exchange, to the Luxembourg Stock Exchange (or if listed on another stock exchange to such other stock exchange) and will, if required by the rules of the Luxembourg Stock Exchange (or of such other stock exchange), prepare a supplement to any applicable prospectus or such other documents as may be required.

If this Condition 9(f) is applicable, the Trustee and any Certificateholders may at any time require the Issuer to notify them of the composition of the Compartment Assets at such time.

*The Swap Counterparty may substitute the Compartment Assets in accordance with this Condition 9(f) without regard to the projected market value of substitute securities or obligations. There is no guarantee that the value of such Compartment Assets in the event of termination of the relevant Swap Agreement, taking into account any termination payment due under such Swap Agreement to or from the Swap Counterparty, will equal or exceed the Cash Settlement Amount (if any) for each Certificate.*

(g) *Compartment Assets substitution under a Credit Support Annex, Credit Support Deed or Pledge*

Where the Issuer and the Swap Counterparty have entered into a Credit Support Annex in respect of any Swap Agreement, then the Compartment Assets may be substituted in whole or in part by the Swap Counterparty in accordance with the terms of the Credit Support Annex.

The securities, obligations or cash which may be substituted for the Compartment Assets shall be delivered (or paid, in the case of cash) by the Swap Counterparty to the Custodian (or, where an alternative bank or institution is specified as custodian for the Collateral in the applicable Final Terms, to such entity).

By making any substitution pursuant to this Condition 9(g), the Swap Counterparty shall be deemed to agree with the Issuer and the Trustee that its obligations under the relevant Swap Agreement shall continue in full force and effect irrespective of such substitution and that no termination or adjustment to its obligations thereunder shall occur as a consequence of such substitution.

In the case of Compartment Assets substitution under a Credit Support Annex, the Trustee shall, upon notice from the Swap Counterparty (upon which the Trustee may rely without further enquiry) that the conditions for substitution referred to in this Condition 9(g) are met, release the Compartment Assets to be substituted from the security created in respect of it under the Trust Deed. The Issuer, the Trustee and the Swap Counterparty will upon such substitution enter into such further documentation as may be required (if at all) by any applicable law and/or as may be required by the Trustee to give effect to the creation of security over any replacement securities, obligations or cash amounts in the manner set out in this Condition 9(g).

After any substitution, references in these Conditions and the Trust Deed to "**Compartment Assets**" shall be deemed to include any Compartment Assets substituted and references to "**Charged Assets**" shall be deemed to include any additional assets or rights charged or assigned in favour of the Trustee pursuant to such substitution.

Where substitution of the Compartment Assets takes place in accordance with the terms of any credit support annex, the Issuer shall not be obliged to give notice of any substitution to Certificateholders under this Condition 9(g).

If this Condition 9(g) is applicable, the Trustee may at any time require the Issuer to notify it of the composition of the Compartment Assets at such time.

Where the Issuer and the Swap Counterparty have entered into a Credit Support Deed in respect of any Swap Agreement, the collateral secured under the relevant Credit Support Deed may be substituted in whole or in part by the Swap Counterparty in accordance with the terms of the relevant Credit Support Deed.

Where the Issuer and the Swap Counterparty have entered into a Pledge in respect of any Swap Agreement, the assets that are subject to the relevant Pledge may be substituted in whole or in part by the Swap Counterparty in accordance with the terms of the relevant Pledge.

*The Swap Counterparty may substitute the Compartment Assets in accordance with this Condition 9(g) without regard to the projected market value of substitute securities or obligations. There is no guarantee that the value of such Compartment Assets in the event of termination of the relevant Swap Agreement, taking into account any termination payment due under such Swap Agreement to or from the Swap Counterparty, will equal or exceed the Cash Settlement Amount (if any) for each Certificate.*

(h) *Swap Counterparty optional termination*

Where this Condition 9(h) is specified as being applicable in the Final Terms, the Swap Counterparty may (unless it is the Defaulting Party under, and as defined in, the relevant Swap Agreement) opt to terminate a Swap Agreement in whole or in part in accordance with either or both of the methods set out below (as specified in the Final Terms).

(i) *Redemption following Swap Counterparty optional termination*

Where "**Swap Counterparty optional termination - Call option**" is specified as being applicable in the Final Terms, the following will apply:

The Swap Counterparty may opt to terminate a Swap Agreement in whole or in part on either on any date specified as being applicable in the Final Terms upon the number of Business Days' notice specified as being applicable in the Final Terms.

Such optional termination will lead to early redemption in whole or in part, as the case may be, of the Certificates in the manner set out in this Condition 9(h).

(ii) *Repurchase:*

Where this Condition 9(h)(ii) is specified as being applicable in the Final Terms, the Swap Counterparty may opt to terminate a Swap Agreement (or where a Swap Agreement has

been entered into respect of the Certificates and one or more series of Related Certificates, the Series Transaction) upon service of written notice on the Issuer with a copy to the Trustee, in whole or in part and without payment by either party, if any of the Certificates to which that transaction relates are purchased by or on behalf of the Swap Counterparty or any of its subsidiaries or affiliates ("**Purchased Certificates**"). Where such option is exercised, such Swap Agreement, or as applicable, the Series Transaction will terminate *pro rata* in the proportion (the "**Proportion**") that the aggregate notional amount of the Purchased Certificates bears to the aggregate notional amount of the Certificates remaining outstanding (or, where applicable, unexercised) immediately prior to the purchase of the Purchased Certificates by the Swap Counterparty or any of its subsidiaries or affiliates. Upon service of such notice, the Swap Counterparty will be either (A) authorised by the Issuer to take delivery of and/or deliver and/or realise on the Issuer's behalf the Proportion of the Charged Assets (if any) charged to or otherwise secured in favour of the Trustee under the Trust Deed or (B) entitled to payment of an amount equal to the Proportion of the Charged Assets where the Charged Assets is constituted by cash ("**Realised Collateral**"). The Realised Collateral will be payable or deliverable, as the case may be, by the Issuer to or to the order of the Swap Counterparty, in the contractual currency paid by the Issuer under the relevant Swap Agreement or, if applicable, Series Transaction (where the Realised Collateral is not being delivered). Upon receipt of the Realised Collateral, the Swap Counterparty will deliver to the Principal Warrant and Certificate Agent the Purchased Certificates for cancellation. In such circumstances:

- (1) the Issuer will be deemed to have consented to the Trustee releasing the Realised Collateral to the Swap Counterparty upon termination of the relevant Swap Agreement or, as applicable, the relevant Series Transaction in the manner described in this Condition 9(h);
- (2) where relevant, the Swap Counterparty, on behalf of the Issuer, will be deemed to be authorised by the Issuer to realise the Proportion of the Charged Assets; and
- (3) the Trustee will, unless an Event of Default or a Potential Event of Default has occurred, be deemed to release the Realised Collateral from the security created in respect of it under the Trust Deed.

Where "Initial Condition Precedent" is specified as applicable in the applicable Final Terms, the Issuer's obligation to pay or procure the payment of the Initial Remittance under the Deposit Agreement and/or to purchase the relevant Reference Securities and/or to pay the purchase price under the Repurchase Agreement to buy the securities which will constitute the Reference Securities under the Repurchase Agreement, as the case may be, will be subject to the condition precedent that the Dealer has determined in its absolute discretion that it has received from the Acquiring Party an amount equal to the Initial Remittance by no later than the Initial Condition Precedent Time on the Initial Condition Precedent Date. If the Dealer determines that it has not received such amounts, the Swap Counterparty may terminate the Swap Agreement, or, as applicable, the Series Transaction in accordance with this Condition 9(h)(ii) and the Issuer shall repurchase the Certificates in accordance with this Condition 9(h)(ii), which will lead to the termination of the Deposit Agreement (where applicable).

As used in this Condition 9(h)(ii),

"**Acquiring Party**" means the Authorised Offeror or such other party specified as such in the applicable Final Terms;

"**Additional Proceeds Amount**" means each amount specified as such in the applicable Final Terms;

"**Additional Proceeds Payer**" means the Swap Counterparty or, if Alternative Additional Proceeds Payer is specified in the applicable Final Terms, the Repo Counterparty;

"**Authorised Offeror**" means the party specified as such in the applicable Final Terms;

**"Dealer"** means the party specified as such in the applicable Final Terms;

**"Initial Condition Precedent Date"** means the Issue Date unless specified otherwise in the applicable Final Terms;

**"Initial Condition Precedent Time"** means 12.00 noon (Central European Time) unless specified otherwise in the applicable Final Terms; and

**"Initial Remittance"** means (a) where Full Proceeds is specified in the applicable Final Terms, 100 per cent. of the net proceeds of issue of the Notes (the **"Full Proceeds Amount"**), (b) where Partial Proceeds is specified in the applicable Final Terms, a proportion of the net proceeds of issue of the Securities less than 100 per cent. thereof (such lower amount, the **"Partial Proceeds Amount"**) and (c) where either Full Proceeds or Partial Proceeds is specified and Additional Proceeds is specified as applicable in the applicable Final Terms either the Full Proceeds Amount or the Partial Proceeds Amount, as the case may be, plus the Additional Proceeds Amount paid to the Issuer by the Additional Proceeds Payer.

(i) *Residual Shortfall*

In the case of Certificates (but without prejudice to the rights of a holder of Guaranteed Certificates under the Guarantee (if applicable)), if the net proceeds of the realisation or enforcement of the Charged Assets created pursuant to the Trust Deed and/or any Additional Security Document in respect of the Charged Assets following payment of all prior ranking amounts (the **"Net Proceeds"**) are not sufficient to make all payments due in respect of such Certificates, and any Related Certificates then:

- (i) the obligations of the Issuer in respect of such Certificates and any such Related Certificates will be limited to such Net Proceeds and neither the Trustee nor any Secured Party nor anyone acting on behalf of any Secured Party shall have any claim in respect of any asset of the Issuer not forming part of the Charged Assets; and
- (ii) the Issuer will not be obliged to make any further payment in excess of the Net Proceeds and any Certificateholder's right to receive any further sums in respect of any Residual Shortfall shall be extinguished in full, and neither the Trustee nor any Secured Party nor anyone acting on behalf of any Secured Party shall be entitled to take any further steps against the Issuer or the Trustee to recover any such Residual Shortfall.

No Secured Party nor any party to the Trust Deed shall be entitled to petition or take any other step for the winding-up of the Issuer (including, without limitation, the opening of any bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*insolvabilité liquidation volontaire ou judiciaire*), judicial reorganisation (*réorganisation judiciaire*), administrative dissolution without liquidation (*dissolution administrative sans liquidation*), reprieve from payment (*sursis de paiement*), fraudulent conveyance (*actio pauliana*), general settlement with creditors or reorganisation proceedings or similar proceedings affecting the rights of creditors generally) or the appointment of an examiner in respect of the Issuer (including, without limitation, the appointment of any receiver (*curateur*) (except any receiver appointed by the Trustee pursuant to the Trust Deed), liquidator (*liquidateur*), auditor (*commissaire*), verifier (*expert-vérificateur*), deputy judge (*juge délégué*) or reporting judge (*juge commissaire*)). Failure by the Issuer to make any payment in respect of any Residual Shortfall shall in no circumstances constitute an Event of Default under Condition 12.

In this Condition, **"Residual Shortfall"** means the difference, if any, between the Net Proceeds and the aggregate amount which would have been due under the Certificates but for the operation of this Condition 9(i).

(j) *Issuer's rights as holder of Compartment Assets*

The Issuer may exercise any rights in its capacity as holder of the Compartment Assets (including, without limitation, a right to vote or any analogous right howsoever described) only with the consent



of the Trustee (or as directed in writing by the respective holders of at least 25 per cent. (by number) of the Certificates then outstanding and at least 25 per cent. (by number) of each series of Related Certificates then outstanding or as directed by an Extraordinary Resolution of the Certificateholders and by an Extraordinary Resolution of the holders of each series of Related Certificates) and (except in relation to the Swap Agreement) the Swap Counterparty and, if such direction is given, the Issuer will act in accordance with such directions, unless such instructions are in the reasonable opinion of the Issuer contrary to applicable laws, regulations and/or circular letters issued by the Issuer's supervisory authority or materially detrimental to the interests of the Issuer. In particular, the Issuer will not attend or vote at any meeting of holders of the Compartment Assets, or give any consent or notification or make any declaration in relation to the Compartment Assets, save with the consent of the Trustee (or as directed in writing by the respective holders of at least 25 per cent. (by number) of Certificates then outstanding and at least 25 per cent. (by numbers) of each series of Related Certificates then outstanding or as directed by an Extraordinary Resolution of each of the Certificateholders and by an Extraordinary Resolution of the holders of each series of Related Certificates) and the Swap Counterparty. In the event of a conflict between the instructions of the Trustee (or the Certificateholders and, where applicable, the holders of each series of Related Certificates) and the Swap Counterparty, the instructions of the Instructing Party will prevail.

In these Conditions "**Instructing Party**" means if "Swap Counterparty Priority" applies the Swap Counterparty (except in relation to the Swap Agreement, or where it is the Defaulting Party under, and as defined in, the relevant Swap Agreement, in which case the Instructing Party will be the Certificateholders) and if either "Certificateholder Priority" or "Pari-Passu Ranking" applies, the Certificateholders or, in the case of Certificates issued through a Multi-Series Compartment, means, if "Swap Counterparty Priority" applies, the Swap Counterparty (except in relation to the Swap Agreement, or where it is the defaulting party under the Swap Agreement, in which case the Instructing Party will be the Certificateholders, and if either "Certificateholder Priority", or "Pari-Passu Ranking" applies, the Certificateholders, provided that, if more than one series of certificates has been issued through the Compartment through which the Certificates have been issued, where the Instructing Party would otherwise be the Certificateholders, it shall the holders of at least 25 per cent. in number of the Certificates then outstanding and at least 25 per cent. in number of each series of Related Certificates then outstanding, or as directed by an Extraordinary Resolution of such Certificateholders and by an Extraordinary Resolution of the holders of each series of Related Certificates.

(k) *Swap termination*

Notwithstanding the terms of Condition 9(j) (*Issuer's rights as holder of Compartment Assets*), where "**Swap Termination Without Redemption**" is specified as applicable in the applicable Final Terms and where an Event of Default (as defined in the Swap Agreement) occurs under the Swap Agreement in circumstances where the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement), following notification of such Event of Default by the Issuer to the Trustee (a "**Swap Default**"), the Trustee shall promptly, and in any event not later than five Business Days after such notification, instruct the Issuer to deliver, in respect of the Swap Agreement (where such agreement is constituted by a 2002 Master Agreement published by the International Swaps and Derivatives Association, Inc. (the "**Master Agreement**") and schedule thereto and any confirmations thereunder), a notice under Section 6(a) of the Master Agreement designating an Early Termination Date (as defined in the Swap Agreement). In such circumstances, the Issuer (with the consent of the Trustee) may appoint an agent (a "**Termination Agent**") to assist it in terminating the Swap Agreement and making any calculations necessary in connection with such termination. A *pro rata* share of the amount, if any and subject to a minimum of zero, equal to (i) the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement (2) any interest which has accrued on the amount received by the Issuer (which may be a positive or negative amount) and (3) the Unused Charged Assets Proceeds less (ii) the costs and expenses of the Trustee and any costs and expenses of the Termination Agent incurred in connection with the termination of the Swap Agreement shall be paid by the Issuer to the Certificateholders on a *pro rata* and *pari passu* basis on the Redemption Date. If the Issuer does not receive the Early Termination Amount on or prior to the Redemption Date, Condition 8(n) will apply. For the purposes of this Condition 9(k), "**Unused Charged Assets Proceeds**" means any amounts received by the Issuer from the Charged Assets other than the Swap Agreement which have not been used on or prior

to the Redemption Date to pay interest and/or premium and redemption amounts otherwise payable in respect of the Certificates, amounts due to the Swap Counterparty under the Swap Agreement (including in respect of any Early Termination Amount due to the Swap Counterparty) and/or any fees, costs or expenses due to the Trustee and/or any of the Agents.

#### 10. Expenses and Taxation

All payments in respect of the Certificates or under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Tax authority, unless such withholding or deduction is required by law, including, without limitation, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto and any withholding or deduction required pursuant to Section 871(m) of the Code, in which case the Issuer or, as the case may be, the Guarantor shall make all payments net of such withholding or deduction. Such withholding or deduction shall not constitute an Event of Default under Condition 12.

In addition, and if the Securities are deemed to be Specified Securities (as specified in the applicable Final Terms) for the purpose of Section 871(m) of the Code, in determining the amount of withholding or deduction required pursuant to Section 871(m) of the Code imposed with respect to any amounts to be paid on the Certificates, the Issuer shall be entitled to withhold on any "dividend equivalent" payment (as defined for purposes of Section 871(m) of the Code) at a rate of 30 per cent.

Payments on the Certificates that reference U.S. securities or an index that includes U.S. securities may be calculated by reference to dividends on such U.S. securities that are reinvested at a rate of 70 per cent. In such case, in calculating the relevant payment amount, the Issuer may withhold, and the holder may be deemed to receive, 30 per cent. of any "dividend equivalent" payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities. The issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

In respect of Exercisable Certificates only, 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 of such Certificates and/or the delivery or transfer of the Entitlement (as applicable) pursuant to the terms of such Certificates ("**Exercise Expenses**") relating to such Certificates shall be for the account of the Certificateholder. The Issuer shall deduct from amounts payable or from assets deliverable to Certificateholders all Related Expenses, not previously deducted from amounts paid or assets delivered to Certificateholders, as the Calculation Agent shall in good faith and in a commercially reasonable manner determine are attributable to the Certificates. Such deduction by the Issuer shall not constitute an Event of Default under Condition 12.

For the avoidance of doubt, neither the Issuer, the Trustee nor the Guarantor (if applicable) shall be liable for any Related Expenses and Certificateholders shall be liable to pay the Related Expenses attributable to their Certificates.

"**Expenses**" means Exercise 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 depository 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:

- (i) the issue, transfer or enforcement of the Certificates;

- (ii) any payment (or delivery of assets) to Certificateholders;
- (iii) a person or its agent's assets or any rights, distributions of dividends appertaining to such assets (has such an investor (or agent) purchased, owned, held, realised, sold or otherwise disposed of assets) in such a number as the Calculation Agent, in good faith and in a commercially reasonable manner, may determine to be appropriate as a hedge or related trading position in connection with the Certificates; or
- (iv) any of the Swap Counterparty's or any Affiliate of the Swap Counterparty other hedging arrangements in connection with the Certificates.

**"Relevant Date"** in respect of any Certificate means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or, in the case of materialised Certificates (if earlier) the date seven days after that on which notice is duly given to the Certificateholders that, upon further presentation of the Certificate, being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

**"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, capital gains, or, for the avoidance of doubt, (i) 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 (ii) any withholding or deduction required pursuant to Section 871(m) of the Code), together with any interest, additions to tax or penalties.

## 11. Prescription

Claims against the Issuer or the Guarantor (if applicable) for payment of Cash Settlement Amounts, interest and/or Premium Amount in respect of the Certificates shall become void unless made within 5 years after the Relevant Date (as defined in Condition 10) and no claims shall be made after such date.

## 12. Events of Default

- (a) The Trustee at its discretion may (subject as provided in sub-paragraph (b) below), and if so requested in writing by the holders of at least 25 per cent. (by number) of the Certificates of any Series then outstanding, or if so directed by an Extraordinary Resolution of such holders, shall, subject in each case to being indemnified and/or secured to its satisfaction, give notice to the Issuer and the Guarantor (if applicable) that the Certificateholders are, and they shall accordingly forthwith become, (unless otherwise specified in the Final Terms) entitled to the Liquidation Proceeds (such occurrence, a **"Certificate Acceleration"**) upon the occurrence of any of the following events (each an **"Event of Default"**):
  - (i) a default is made for a period of 30 days or more in the payment of any sum due or the delivery of the Entitlement deliverable in respect of the Certificates; or
  - (ii) the Issuer fails to perform or observe any of its other obligations under the Certificates or the Trust Deed and (unless such failure is, in the opinion of the Trustee, incapable of remedy in which case no such notice as is referred to in this paragraph shall be required) such failure continues for a period of 45 days (or such longer period as the Trustee may permit) following the service by the Trustee on the Issuer of notice requiring the same to be remedied (and for these purposes, a failure to perform or observe an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time); or
  - (iii) in respect of any Related Certificates, a "Certificate Acceleration" (as defined under the terms and conditions of such Related Certificates) occurs; or

- (iv) any order is made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer (including, without limitation, the opening of any bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*insolvabilité, liquidation volontaire ou judiciaire*), judicial reorganisation (*réorganisation judiciaire*), administrative dissolution without liquidation (*dissolution administrative sans liquidation*), reprieve from payment (*sursis de paiement*), fraudulent conveyance (*actio pauliana*), general settlement with creditors or reorganisation proceedings or similar proceedings affecting the rights of creditors generally) or the appointment of a receiver of the Issuer (including, without limitation, the appointment of any receiver (*curateur*), liquidator (*liquidateur*), auditor (*commissaire*), verifier (*expert-vérificateur*), deputy judge (*juge délégué*) or reporting judge (*juge commissaire*)) save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Certificateholders; or
- (v) in the case of Guaranteed Certificates, the Guarantee ceases to be in full force and effect in respect of the Certificates or notice is given by the Guarantor which would cause the Guarantee to cease to be in full force and effect in respect of such Certificates or is rendered void for any cause or by any means whatsoever or any legislation is introduced the result of which would be to remove the benefit of the Guarantee from the Certificates or terminate or amend the same in a manner (in the opinion of the Trustee) materially adverse to the interests of the Certificateholders, or the Guarantor is unable to perform its obligations thereunder for any reason.
- (b) If an Event of Default occurs by virtue of the operation of Condition 12(a)(iii) above: (i) a Certificate Acceleration for the purposes of the Certificates shall be deemed to have occurred at the same time as the "Certificate Acceleration" (as such expression is defined in the terms and conditions of the relevant Related Certificates) occurred for the purposes of the relevant Related Certificates; and (ii) the Compartment Security constituted by or created pursuant to the Trust Deed and any Additional Security Document shall become enforceable as described in Condition 14 (*Enforcement and Realisation; Physical Settlement upon Acceleration; Remedies*).
- (c) The Trust Deed provides that the Trustee shall not be under any obligation to monitor whether or not an Event of Default or a Potential Event of Default has occurred or is continuing.

### 13. Definitions

In these Conditions:

"**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.

"**fair market value**" means the fair market value as determined by the Calculation Agent (unless otherwise specified).

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

"**Relevant Asset**" means the Relevant Asset specified in the applicable Final Terms; and

"**Relevant Jurisdiction**" means the country in which (as the case may be) the Shares, the Shares relating to the depositary receipts, the Fund or the Fund Units or the Debt Securities are issued (or in which the issuer of such Shares or Fund Units is incorporated) or the Index is based, as specified in the applicable Final Terms.

### 14. Enforcement and Realisation; Physical Settlement upon Acceleration; Remedies

- (a) *Enforcement and Realisation*

Upon the occurrence of a Certificate Acceleration under Condition 12, the Compartment Security constituted by or created pursuant to the Trust Deed and any Additional Security Document relating to a Series of Certificates and any Related Certificates and the Compartment to which such Series relates, shall become enforceable. The Trustee may enforce the Compartment Security at any time after it has become enforceable but is only obliged to enforce the Compartment Security if directed to do so by (x) (where the Instructing Party is the Certificateholder) either a direction in writing by Certificateholders of at least 25 per cent. (by number) of the relevant Series of Certificates then outstanding or by an Extraordinary Resolution of the Certificateholders; or (y) (where the Instructing Party is the Swap Counterparty) a written direction of the Swap Counterparty. The Trustee or any appointee or receiver appointed thereby may enforce the security by one or more of the following:

- (i) endeavouring to sell or otherwise realise the Charged Assets (including, without limitation, by terminating, closing out or enforcing any Related Agreement or other agreement entered into by the Issuer, the rights of the Issuer in respect of which form part of the Charged Assets) in accordance with the provisions of the Trust Deed; and/or
- (ii) otherwise enforcing the Compartment Security constituted by or pursuant to the Trust Deed and/or any Additional Security Document, in each case, without any liability as to the consequences of any such action and without having regard to the effect of any such action on individual Certificateholders,

provided that the Trustee shall not be required to take any such action without first being indemnified and/or secured to its satisfaction or to do anything which is or may be contrary to any applicable law or regulation and provided further that where Physical Settlement is specified as applicable in the applicable Final Terms, where Trustee enforces the Compartment Security, it will do so in accordance with Condition 14(b) and Condition 14(a)(i) shall not apply save as set out in Condition 14(b)(ii) following the occurrence of a Collateral Settlement Disruption Event (as defined in Condition 14(b)).

(b) *Physical Settlement upon Acceleration*

- (i) Where Physical Settlement upon Acceleration is specified as applicable in the applicable Final Terms and where the Trustee is to enforce the Compartment Security in accordance with Condition 14, the Trustee, will apply the Charged Assets in accordance with applicable Order of Priority and arrange for delivery of the Enforcement Entitlement to each Certificateholder on a *pari passu* basis within the relevant Series and shall effect the sale or realisation of any other Charged Assets. Prior to determining the Enforcement Entitlement in respect of each Certificate, the Trustee or any or any appointee or receiver appointed thereby shall determine the cash amount which is equal to the sum of the proceeds from the realisation of the Charged Assets (other than the Reference Securities) (the "**Asset Disposal Proceeds**") and whether such cash sum is sufficient to satisfy any applicable Priority Amounts in full. For the avoidance of doubt, the Trustee shall request the Calculation Agent to calculate such amounts or may appoint a calculation agent to make such calculations (such agent or the Calculation Agent, the "**Disposal Calculation Agent**"). If such sum is not sufficient to satisfy the applicable Priority Amounts in full, the Disposal Calculation Agent shall then calculate the amount of Reference Securities which are required to be sold in order to pay any Priority Amounts after the application of the Asset Disposal Proceeds to pay such Priority Amounts and shall confirm such amount to the Trustee and the Trustee shall arrange for the sale of the relevant amount of Reference Securities to meet any unsatisfied Priority Amounts and any proceeds from such sale remaining after payment of such Priority Amounts shall be the "**Residual Proceeds Amount**" and shall be paid in accordance with this Condition 14(b) as part of the Enforcement Proceeds.

## TERMS AND CONDITIONS OF THE CERTIFICATES

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In connection with any such delivery in respect of the Certificates, such delivery shall be made in accordance with Condition 6(b) provided that any reference therein to the Issuer shall be deemed to be a reference to the Trustee or any agent or receiver appointed by the Trustee and the Entitlement shall be deemed to be the Enforcement Entitlement, as determined by the Disposal Calculation Agent and confirmed in writing to the Trustee. The Trustee shall be entitled to appoint a Delivery Agent as set out in Condition 6(b) (which may be the same party as the Disposal Calculation Agent) to assist it with the delivery of the Enforcement Entitlement and sale of Reference Securities required to be made in accordance with this Condition 14(b). The Trustee shall notify the Delivery Date in respect of the Certificates to the relevant Certificateholders in accordance with Condition 19 (*Notices*).

In connection with such delivery, (i) Condition 6(b)(i)(E) shall not apply, (ii) for the purposes of Condition 6(b)(i)(C), Expenses shall be deemed to include any costs involved in appointing a Disposal Calculation Agent and a Delivery Agent or which are incurred in delivery of the Enforcement Entitlement in accordance with this Condition 14(b), (iii) the Trustee shall be entitled to deduct from the assets deliverable to the Certificateholders all Expenses not previously deducted from amounts paid or assets delivered to Certificateholders, as the Trustee shall in its sole and absolute discretion determine are attributable to the relevant Certificates and (iv) any reference in the Conditions to "Relevant Assets" shall be deemed, in connection with a delivery of Reference Securities in accordance with this Condition 14(b), to be a reference to "Reference Securities".

The final sentence of the first paragraph of Condition 6(b)(i)(D) shall not apply and the Reference Securities which it is not possible to deliver to a Certificateholder due to such rounding shall, if and to the extent practicable, be sold by the Trustee (or the Disposal Calculation Agent or such other agent as may be appointed by the Trustee for such purpose) and a *pro rata* share of the resulting amount (the "**Rounding Amount**") shall be paid to each Certificateholder whose Enforcement Entitlement is subject to such rounding.

Where Physical Settlement upon Acceleration is applicable to the Certificates, upon delivery of the relevant Enforcement Entitlement and payment of the relevant Enforcement Proceeds, no further amount will be due to the Certificateholders. In connection with the delivery of the Enforcement Entitlement, the Disposal Calculation Agent shall determine the Enforcement Proceeds and shall notify such amounts to the Trustee who shall notify the Certificateholders of such amounts prior to such delivery or, where applicable, payment of relevant Enforcement Proceeds due in accordance with this Condition 14(b).

- (ii) If, in the opinion of the Trustee (or such other agent as may be appointed by the Trustee for such purpose), delivery of the Enforcement Entitlement following the occurrence of a Certificate Acceleration, is not practicable by reason of a Collateral Settlement Disruption Event having occurred and continuing on any Delivery Date then such Delivery Date for such Certificates shall be postponed to the first following Business Day in respect of which there is no such Collateral Settlement Disruption Event, provided that the Trustee (or such agent) may elect in its sole discretion and without liability to any party to deliver the Enforcement Entitlement in such commercially reasonable manner as it may select and in such event the Delivery Date shall be such day as the Trustee (or such agent) deems appropriate in connection with delivery of the Enforcement Entitlement in such commercially reasonable manner. For the avoidance of doubt, where a Collateral Settlement Disruption Event affects some but not all of the Reference Securities comprising the Enforcement Entitlement, the Delivery Date for the Reference Securities not affected by the Collateral Settlement Disruption Event will be the originally designated Delivery Date.

If delivery of the relevant Enforcement Entitlement is not possible due to the occurrence of a Collateral Settlement Disruption Event, for a period of greater than the Collateral Settlement Disruption Period, then in lieu of physical settlement and notwithstanding any other provision hereof, the Trustee (or such agent on its behalf) shall sell or realise the undeliverable Reference Securities as if Condition 14(a) were applicable. The Trustee shall give notice as soon as practicable to the Certificateholders in accordance with Condition 19 (*Notices*) that a Collateral Settlement Disruption Event has occurred. No Certificateholder shall be entitled to any payment in respect of the relevant Certificate in the event of any delay in the delivery of the Enforcement Entitlement due to the occurrence of a Collateral Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer, the Guarantor (if any) or the Trustee (or any agent on its behalf).

(iii) Where "Essential Trigger" is specified as applicable in the applicable Final Terms, Physical Settlement upon Acceleration will not apply.

(iv) As used in this Condition 14(b):

**"Available Reference Securities"** means the nominal amount of Reference Securities held by the Issuer in respect of the Series at the time of the Certificate Acceleration less any Delivery Reduction Amount, as determined by the Disposal Calculation Agent and notified to the Trustee;

**"Collateral Settlement Disruption Event"** means any event beyond the control of the Trustee (or any Delivery Agent appointed by the Trustee), as a result of which it is impossible or illegal for the Trustee or its agent to deliver some or all of the relevant Enforcement Entitlement to a Certificateholder on the related Delivery Date due to failure of the relevant clearance system or due to any law, regulation, court order or market conditions;

**"Collateral Settlement Disruption Period"** means eight Business Days or such other period specified in the applicable Final Terms;

**"Delivery Reduction Amount"** means the aggregate nominal amount of Reference Securities which are sold to pay Priority Amounts;

**"Enforcement Entitlement"** means, in respect of a Certificate, a *pro rata* share of the Available Reference Securities;

**"Enforcement Proceeds"** means the sum of (a) a *pro rata* share of the Residual Proceeds Amount and (b) the Rounding Amount (if applicable); and

**"Priority Amounts"** means the amounts which are payable in accordance with the applicable Order of Priority in priority to amounts due to be paid or delivered to Certificateholders.

(c) *Remedies*

Only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Secured Parties.

## 15. Meetings of the Certificateholders; Modifications; Waiver; Trustee Determination; Substitution; Entitlement of the Trustee

(a) *Meetings of the Certificateholders*

The Trust Deed contains provisions for convening meetings (including by way of conference call or by use of a video conference platform) of Certificateholders of each Series to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Certificates (including these Conditions or the provisions of the Master Trust Terms and the relevant Issue Deed

insofar as the same may apply to such Certificates). The quorum at a meeting of the Certificateholders (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 the Certificates for the time being outstanding, or at any adjourned meeting two or more persons being or representing Certificateholders whatever the number of Certificates so held or represented. The quorum at any such meeting for passing an Extraordinary Resolution will be two or more persons holding or representing not less than 50 per cent. (by number) of the Certificates for the time being outstanding or, at any adjourned such meeting, two or more person holding or representing not less than 10 per cent. (by number) of the Certificates for the time being outstanding. 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 the Certificateholders at such meeting who, being entitled to do so, vote in person or by proxy. An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Certificateholders, whether present or not, except that any Extraordinary Resolution proposed to address a Reserved Matter (as defined in the Trust Deed), including (i) to amend the dates redemption of the Certificates, any Instalment Date or any date for payment of interest thereof, (ii) to change the notional amount or any Instalment Amount of, or any premium payable on redemption of, the Certificates, (iii) to change the rate or rates of interest in respect of the Certificates or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating the Interest Amount in respect thereof, (iv) if a Minimum and/or a Maximum Interest Rate, Instalment Amount or Final or Early Redemption Amount is shown in the applicable Final Terms, to change any such Minimum and/or Maximum Interest Rate, Instalment Amount, Cash Settlement Amount or Early Redemption Amount, (v) to change any method of calculating the Final or Early Redemption Amount, (vi) to change the currency or currencies of payment or denomination of the Certificates, (vii) to direct the Trustee to take any steps as specified in the Trust Deed and/or Condition 12 (*Events of Default*), (viii) to modify the provisions concerning the quorum required at any meeting of Certificateholders or the majority required to pass an Extraordinary Resolution or (ix) to modify the definition of Reserved Matter in the Trust Deed, will only be binding if passed at a meeting of the Certificateholders, the quorum at which shall be persons holding or representing not less than 75 per cent. (by number) of the Certificates for the time being outstanding or, at any adjourned meeting, not less than 25 per cent. (by number) of the Certificates for the time being outstanding.

The holder of a Global Certificate representing all (or part) of the Certificates for the time being outstanding will be treated as being two persons for the purposes of such quorum requirements. A resolution in writing signed by or on behalf of the holders of not less than 90 per cent. (including in the case of a resolution proposed to address a Reserved Matter (as defined in the Trust Deed)) (by number) of the Certificates of such Series for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of the Certificateholders.

*The provisions of articles 470-3 to 470-20 of the Luxembourg Act dated 10th August, 1915 on commercial companies, as amended, shall not apply to the Certificates.*

(b) *Modification*

The Trustee may, in respect of each Series, without the consent of the Certificateholders, agree to (i) any modification to any Transaction Document or any other agreement to which the Issuer is a party which is of a formal, minor or technical nature or is made to correct a manifest error, (ii) any modification of any of the provisions of the Trust Deed or any other Transaction Document (other than in respect of a Reserved Matter) which in the opinion of the Trustee is not materially prejudicial to the interests of the Certificateholders and the holders of any Related Certificates; and (iii) any modification of the provisions of the Trust Deed or any other Transaction Document (other than in respect of a Reserved Matter) which is made to satisfy any requirement of any stock exchange on which the Certificates are or are proposed to be listed and which, in each case, is not in the opinion of the Trustee materially prejudicial to the interests of the Certificateholders and the holders of any Related Certificates.

Notice of such modification shall be notified by the Issuer to the Certificateholders as soon as practicable thereafter in accordance with Condition 19 unless the Trustee agrees otherwise.



(c) *Waiver*

The Trustee may, in respect of any Series, without the consent of the Certificateholders and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time, but only if and in so far as in its opinion the interests of the Certificateholders and the holders of any Related Certificates shall not be materially prejudiced thereby, waive or authorise, on such terms and conditions as to it shall seem expedient, any breach or proposed breach by the Issuer or (if applicable) the Guarantor of any of the covenants or provisions in the Trust Deed or the Conditions or determine that any Event of Default or Potential Event of Default shall not be treated as such provided always that the Trustee shall not exercise any powers conferred on it by this Condition 15(c) in respect of any Reserved Matter or in contravention of any express direction given by an Extraordinary Resolution of the Certificateholders and an Extraordinary Resolution of the holders of each series of any Related Certificates, but no such direction shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination shall be binding on the Certificateholders of such Series.

Notice of any such waiver, authorisation or determination shall be notified by the Issuer to the Certificateholders as soon as practicable thereafter in accordance with Condition 19 unless the Trustee agrees otherwise.

(d) *Trustee determination*

If, in the opinion of the Trustee, any modification, waiver, authorisation or determination referred to in paragraphs (b)(ii) or (iii) and (c) of this Condition 15 affects the interests of the holders of any Series of Related Certificates, the Trustee shall agree to such modification, waiver, authorisation or determination only if either (i) it is satisfied that, in its opinion, the interests of the holders of the relevant Series of Related Certificates will not be materially prejudiced thereby or (ii) the holders of the relevant Series of Related Certificates sanction such modification, waiver, authorisation or determination by way of Extraordinary Resolution, each of (i) and (ii) in accordance with the Conditions of the relevant Series of Related Certificates.

(e) *Substitution*

The Trust Deed contains provisions permitting the Trustee, subject to the further conditions set out in the Trust Deed and such amendment of the Trust Deed and other conditions as the Trustee may require, but without the consent of the holders of the relevant Series of Certificates, unless Issuer Substitution is specified as not applicable in the applicable Final Terms, to agree with the Issuer and the Guarantor (if applicable) to the substitution, in respect of any Series of Certificates, in place of the Issuer (or of the previous substitute) as the principal debtor under the Certificates of such Series, or, when applicable, the Guarantor, as guarantor of the payment obligations of the Issuer under the relevant Series of Certificates, of any other company (such substituted company hereinafter called the "**Substitute Company**").

Not later than 14 days after the execution of such amendment and compliance with such conditions as aforesaid, the Substitute Company shall give notice thereof in a form previously approved by the Trustee to the relevant Certificateholders in the manner provided in accordance with Condition 19.

(f) *Entitlement of the Trustee*

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Certificateholders as a class and shall not have regard to the consequences of such exercise for any particular Certificateholder and the Trustee shall not be entitled to require, nor shall any Certificateholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual holders of such Certificates.

**16. Replacement of Certificates**

Should any Certificate be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Warrant and Certificate Agent (in the case of Clearing System

Certificates) or the Registrar (in the case of Registered Certificates), subject to relevant stock exchange requirements and all applicable laws, upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence, security and indemnity and otherwise as the Issuer or (if applicable) the Guarantor may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

#### 17. Further Certificates and Related Certificates

The Issuer may from time to time without the consent of the Certificateholders (but provided that the Trustee is satisfied that the restrictions set out in this Condition 17 will be complied with), create and issue

- (a) further Certificates ("**Further Certificates**") having the same terms and conditions as the Certificates in all respects (or in all respects except for the Issue Date, first payment of interest (if applicable) and issue price) and so that the same shall be consolidated and form a single series with such Certificates; and
- (b) where the relevant Compartment is specified in the applicable Final Terms to be a Compartment through which more than one Series of Certificates may be issued (a "**Multi-Series Compartment**"), Related Certificates,

provided that (unless otherwise approved by an Extraordinary Resolution of the Certificateholders) and an Extraordinary Resolution (as defined under the terms and conditions of such Related Certificates) in respect of the holders of each series of Related Certificates (if any) then outstanding under the relevant Compartment immediately prior to the date on which such Further Certificates or Related Certificates are to be issued:

- (i) in the case of Further Certificates, the Issuer provides additional security for such Further Certificates that comprises assets that are fungible with, and have the same proportionate composition as, the Charged Assets in respect of the relevant existing Certificates and that has an aggregate principal amount at least equal to the product of (i) the principal amount of such existing security and (ii) a fraction, the numerator of which is the number of the Further Certificates and the denominator is the number of the existing Certificates;
- (ii) in the case of Related Certificates, where there are Compartment Assets for the existing Certificates (A) if the Compartment Asset Coverage Test is not specified to be applicable in the applicable Final Terms, the Issuer provides additional security for such Related Certificates that comprises assets that are fungible with, and have the same proportionate composition as, the Compartment Assets in respect of the relevant existing Certificates and that has an aggregate principal amount at least equal to the product of (1) the principal amount of such existing security and (2) a fraction, the numerator of which is the aggregate Notional Amount of the Related Certificates and the denominator is the aggregate Notional Amount of the existing Certificates and any existing Related Certificates or (B) where the Compartment Asset Coverage Test is specified to be applicable in the applicable Final Terms, the Issuer provides additional security for such Related Certificates (including Compartment Assets) so that the Compartment Asset Coverage Test is not breached; and
- (iii) in the case of further Certificates, the Issuer enters into an additional and/or supplemental agreement varying the terms of the relevant Swap Agreement, Repurchase Agreement or Deposit Agreement, as applicable, to take account of the Further Certificates on terms no less favourable than those of the Swap Agreement, Repurchase Agreement or Deposit Agreement, as applicable.

In the event that any Series of Related Certificates is redeemed other than pursuant to a Certificate Acceleration (as such expression is defined under the terms and conditions of such Related Certificates), the Issuer (or any Disposal Agent) shall be entitled, notwithstanding any provision to the contrary, to modify the composition or, if appropriate, the terms of the Compartment Assets so

as to ensure that such redemption does not cause a breach of the Compartment Asset Coverage Test if specified as applicable, in each case, in the applicable Final Terms.

Any Further Certificates shall be constituted and secured by a supplemental trust deed and the Related Certificates shall be constituted and secured by the Trust Deed and the Certificates and the Further Certificates or, as the case may be, the Related Certificates shall be secured by the same Charged Assets. References in these Conditions to "**Certificates**" and "**Charged Assets**" shall be construed accordingly.

Where the applicable Final Terms do not specify that the relevant Compartment is a Multi- Series Compartment, references in these Terms and Conditions to Related Certificates or the holders of Related Certificates, as the case may be, shall not be applicable and these Terms and Conditions shall be construed accordingly.

#### **18. Removal, Indemnification and Obligations of the Trustee**

The Trust Deed contains provisions for the appointment, retirement and removal of the Trustee. The Issuer shall as soon as practicable after the appointment of a new trustee notify the Certificateholders of such appointment in accordance with Condition 19.

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility including for the exercise of any voting rights in respect of the Compartment Assets or for the value, validity, sufficiency and enforceability (which the Trustee has not investigated) of the Compartment Security created over the Charged Assets. The Trustee is not obliged to take any action under the Trust Deed, the Certificates or otherwise unless indemnified and/or secured to its satisfaction. The Trustee and any affiliate is entitled to enter into business transactions with the Issuer, the Guarantor, any issuer or guarantor (where applicable) of any of the Charged Assets any party other than the Issuer under a Related Agreement (including, without limitation, the Swap Counterparty), or any of their subsidiary, holding or associated companies without accounting to the Certificateholders for profit resulting therefrom.

The Trustee is exempted from liability with respect to any loss or theft or reduction in value (as appropriate) of the Charged Assets from any obligation to insure or to procure the insuring of the Charged Assets (or any documents evidencing, constituting or representing the same or transferring any rights or obligations thereunder) and from any claim arising from the fact that the Charged Assets are held in an account with a clearing agent in accordance with that relevant clearing agent's rules or otherwise held in safe custody by the Custodian or any custodian whether or not selected by the Trustee (in each case, if applicable). The Trustee is not responsible for supervising the performance by (i) the Issuer of its own obligations and (ii) any other person of their obligations to the Issuer.

*For the purposes of this Condition 18, each of the Issuer and, as the case may be, the Guarantor expressly accepts and confirms, for the purposes of articles 1278 and 1281 of the Luxembourg civil code, that notwithstanding any assignment, transfer and/or novation permitted under and made in accordance with the provisions of the Trust Deed or any agreement referred to therein to which the Issuer and, as the case may be, the Guarantor are party, any security created or guarantee given under the Trust Deed shall be reserved for the benefit of the new trustee (for itself and for the benefit of each other Secured Party).*

#### **19. Notices**

All notices regarding the Certificates shall be valid if: (a) in the case of Certificates represented by a Global Certificate, delivered to Euroclear and/or Clearstream, Luxembourg for communication by them to the Certificateholders; (b) so long as any Certificates are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of such stock exchange or relevant authority so require, in accordance with such rules; or (c) in the case of Registered Certificates if sent by first class mail to the Certificateholders (or the first named of joint Certificateholders) at their respective addresses recorded in the Register. If and for so long as the Certificates are admitted to trading on, and listed on the Official List of the Luxembourg Stock Exchange, and so long as the Luxembourg Stock Exchange so require, notices shall be made available on the Luxembourg Stock Exchange's website, [www.luxse.com](http://www.luxse.com). Any such notice shall be deemed to have been given on the

Business Day on which such delivery takes place or, if earlier, the date of such publication, or, if published more than once, on the date of the first such publication.

If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Whilst any of the Certificates are represented by a Global Certificate, such notice may be given by any Certificateholder to the Principal Warrant and Certificate Agent or the Registrar (as applicable) via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Warrant and Certificate Agent or the Registrar (as applicable) and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

## 20. Adjustments for European Monetary Union

Unless Redenomination is specified in the applicable Final Terms as not being applicable, the Issuer may, without the consent of the Certificateholders or the Trustee, on giving notice to the Certificateholders in accordance with Condition 19 (*Notices*):

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

The election will have effect as follows:

- (i) where the Settlement Currency of the Certificates 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 Calculation Agent may decide, and as may be specified in the notice, and after the Adjustment Date, all payments of the Cash Settlement Amount in respect of the Certificates will be made solely in euro as though references in the Certificates to the Settlement Currency were to euro;
  - (ii) where the Exchange Rate and/or any other terms of these 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 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 Conditions as the Calculation Agent may decide 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 any other terms of these Conditions and/or the applicable Final Terms as the Calculation Agent, in good faith and in a commercially reasonable manner, 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 such other terms of these Conditions.

Notwithstanding the foregoing, none of the Issuer, the Guarantor (if any), the Calculation Agent, the Principal Warrant and Certificate Agent and the Trustee shall be liable to any Certificateholder 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 these Conditions, the following expressions have the following meanings:

"**Adjustment Date**" means a date specified by the Issuer in the notice given to the Certificateholders 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;

**"Settlement Currency"** shall be the currency specified as such in the applicable Final Terms; and

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

## 21. Agents and Registrar

- (a) In acting under the Agency Agreement, the Agents will act solely as agents of each of the Issuer and Guarantor (if applicable) do not assume any obligations or relationship of agency or trust to or with the Certificateholders. The Issuer will agree to perform and observe the obligations imposed upon it under the Agency Agreement. The Agency Agreement contains provisions for the indemnification of the Agents and for relief from responsibility in certain circumstances, and entitles any of them to enter into business transactions with the Issuer and any of its subsidiaries without being liable to account to the Certificateholders for any resulting profit. In relation to each issue of Certificates, the Calculation Agent (whether it be BNP Paribas, BNP Paribas Financial Markets 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 Certificateholders. All calculations and determinations made in respect of the Certificates 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 Certificateholders. 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.
- (b) Notwithstanding anything to the contrary in these Conditions, in exercising its discretion and making an election, determination, modification or adjustment, the Issuer, the Calculation Agent and any other relevant Agent shall do so in good faith and in a commercially reasonable manner to preserve or restore the economics of the agreed terms as far as practicable. Any such election, determination, modification or adjustment shall not create a significant imbalance between the rights and obligations of the Issuer compared to the Certificateholders, to the detriment of the Certificateholders.
- (c) If Essential Trigger is specified as applicable in the applicable Final Terms, the Issuer or the Calculation Agent, as the case may be, may only modify or adjust the terms of the Certificates (other than modifications that do not relate to essential characteristics of the Certificates) or redeem the Certificates prior to their scheduled Redemption Date, as described in the Terms and Conditions, following an event or circumstance (or combination of events or circumstances) that (a) is not attributable to the Issuer that significantly alters the economics of the Certificates compared to the economics as of the Issue Date, or (b) constitutes a force majeure.

For the purpose of this Condition 21(c), essential characteristics of the Certificates means characteristics of the Certificates that are considered essential to the Certificateholders generally, including without limitation the yield (coupon structure), the Underlying Reference, the principal protected amount (if any), the identity of the Issuer and of the Guarantor (if any) and the scheduled Redemption Date.

**22. Contracts (Rights of Third Parties) Act 1999**

The Certificates shall not confer on a third party any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Certificates, but this does not affect any right or remedy of a third party which may exist or is available apart from that Act.

**23. Governing Law and Submission to Jurisdiction**

- (a) The Master Trust Terms and the Issue Deed (save to the extent that the Master Trust Terms and/or the Issue Deed relates to security interests created over assets located or deemed to be located in Luxembourg), the Agency Agreement and the Certificates (and any non-contractual obligations arising out of or in connection with such documents) are (or, as the case may be, shall be) governed by, and shall be construed in accordance with, English law.
- (b) Subject to Condition 23(f) below, the courts of England are to have exclusive jurisdiction to settle any disputes which may directly or indirectly, arise out of or in connection with the Certificates (including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed and the Certificates) (a "**Dispute**") and each of the Issuer, the Trustee and each Certificateholder (by its acquisition of a Certificate) is deemed to submit to the exclusive jurisdiction of the English courts.
- (c) The Issuer and each Certificateholder (by its acquisition of a Certificate) waive any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (d) The Issuer appoints BNP Paribas, London Branch, of 10 Harewood Avenue, London NW1 6AA (Attention: the Loan Administration Department), as its agent for service of process, and undertakes that, in the event of BNP Paribas, London Branch ceasing so to act or ceasing to be registered in England, it will appoint, subject to the prior written approval of the Trustee, another person as its agent for service of process in England in respect of any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Certificates (including Proceedings relating to any non-contractual obligations arising out of or in connection with such Certificates). Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.
- (e) The Issuer has in the Trust Deed submitted to the exclusive jurisdiction of the English courts and has appointed an agent for service of process in terms substantially similar to those set out above.
- (f) If Essential Trigger is specified as applicable in the applicable Final Terms and, to the extent that any proceedings in respect of the Certificates relate to consumers (as such term is used in Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the "**Brussels Recast Regulation**")), notwithstanding Condition 23(b), the Issuer will be required to, and such consumers may, in respect of any Dispute in respect of the Certificates, take proceedings in the jurisdictions specified in Article 18 of the Brussels Recast Regulation.

**ANNEX 1****ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS**

*The first two sections of this Annex set out worked examples (the "**Worked Examples**") of two payouts and are included for illustrative purposes to aid investors' review of this Base Prospectus and this Annex 1 in particular. The terms and conditions that follow (the "**Payout Conditions**"), subject to completion in the applicable Final Terms, relate to the payouts in respect of the Securities. The Payout Conditions do not include the Worked Examples.*

*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 Notes (as set out under the heading "Terms and Conditions of the Notes" above), the Terms and Conditions of the Warrants (as set out under the heading "Terms and Conditions of the Warrants" above) and the Terms and Conditions of the Certificates (as set out under the heading "Terms and Conditions of the Certificates" above) (together the "**Conditions**"), as applicable, and the Payout Conditions, the Payout Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Payout Conditions and (ii) the applicable Final Terms, the Final Terms shall prevail. The descriptions of the payouts, coupons or premium amounts and rates and entitlement amounts and/or related provisions included in italic font below do not form part of the Payout Conditions, are included in this Annex 1 for information purposes only and are subject to the detailed terms of the relevant payout, coupons or premium amount rate or amount or entitlement amount, as applicable.*

**Worked example one**

The paragraphs below summarise the manner in which the Redemption Amount will be calculated in respect of a Certificate where the applicable payout is described as "Vanilla Call Securities" and the related definitions used to determine such Redemption Amount. For illustration purposes, variable amounts used to determine the Redemption Amount (such as the "Gearing") have been assigned specific values in this example but these amounts may differ in the context of a particular Series of Securities. Prospective investors should read and understand this Base Prospectus and the applicable Final Terms before investing in any Securities.

<b>Strike Date</b>	June 25 <sup>th</sup> , 2013, provided that if such date is not a Scheduled Custom Index Business Day, the next date which is a Scheduled Custom Index Business Day
<b>Issue Date</b>	July 1 <sup>st</sup> , 2013
<b>Redemption Valuation Date</b>	June 25 <sup>th</sup> , 2018,
<b>Redemption Date</b>	July 2 <sup>nd</sup> , 2018
<b>Underlying Index<sup>1</sup></b>	S&P 500 (Bloomberg: SPX Index) (the "Index")

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<sup>1</sup> Defined in the section « 28. Index Linked Certificates:» of the Final Terms.

**Final Redemption<sup>2</sup>** On the Redemption Date, the Issuer shall redeem each Certificate at the following Cash Settlement Amount:

**Where**

$$N \times \left[ 100\% + \underset{\text{Gearing}}{80\%} * \max \left( \underset{\text{FloorPercentage}}{0\%}, \frac{\underset{\text{FinalRedemptionValue}}{Index_{Final}}}{\underset{\text{FinalRedemptionValue}}{Index_{Initial}}} - \underset{\text{StrikePercentage}}{100\%} \right) \right]$$

N is the notional amount of each Certificate.

**Index<sub>Initial</sub>** is the official closing level of the Index on the Strike Date.

**Index<sub>Final</sub>** is the official closing level of the Index on the Redemption Valuation Date.

**ConstantPercentage1**, **Gearing**, **FinalRedemptionValue**, **FloorPercentage**, **StrikePercentage** will be specified in paragraph 16 of the applicable Final Terms.

### SPS Final Payouts

The following final payouts which when multiplied by the applicable NA (each a "**Final Payout**") will apply to the Securities if specified in the applicable Final Terms:

#### Vanilla Call Securities

If the Securities are specified in the applicable Final Terms as being Vanilla Call Securities:

$$\text{ConstantPercentage1} + \text{Gearing} * \text{Max}(\text{FinalRedemptionValue} - \text{StrikePercentage}, \text{FloorPercentage})$$

#### Description of Payout

*The Payout comprises:*

*if Gearing is positive, a fixed percentage equal to Constant Percentage 1 or, if Gearing is negative, no fixed percentage; and*

*indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

**Final Payout:** NA x SPS Payout

**SPS Payout** **Vanilla Call Securities:**

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$$\text{ConstantPercentage1} + \text{Gearing} * \text{Max} (\text{FinalRedemptionValue} - \text{StrikePercentage}; \text{FloorPercentage})$$


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#### WITH:

**ConstantPercentage1:** 100%

**Gearing:** 80%

**StrikePercentage:** 100%

<sup>2</sup> Defined in the section « 16. Final Redemption Amount » of the Final Terms.



**FloorPercentage:** 0 %

**FinalRedemptionValue:** Underlying Reference Value

**Underlying Reference Value:** means, in respect of an Underlying Reference and a SPS Valuation Date, (i) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such SPS Valuation Date (ii) divided by the relevant Underlying Reference Strike Price;

**Underlying Reference Closing Price Value** means, in respect of a SPS Valuation Date, the Closing Level;

**Underlying Reference:** as set in paragraph Index Linked Securities

**Strike Price Closing Value:** Applicable;

**Underlying Reference Strike Price** means the Underlying Reference Closing Price Value on the Strike Date

**SPS Valuation Date** means the Redemption Valuation Date

**Worked example two**

The paragraphs below summarise the manner in which the Redemption Amount will be calculated in respect of a Certificate where the applicable payout is described as "Autocall Standard Securities" and the related definitions used to determine such Redemption Amount. For illustration purposes, variable amounts used to determine the Redemption Amount have been assigned specific values in this example but these amounts may differ in the context of a particular Series of Securities. Prospective investors should read and understand this Base Prospectus and the applicable Final Terms before investing in any Securities.

**Underlying Shares<sup>3</sup>**

I	Name of Underlying Share <sup>i</sup>	Bloomberg Code	Share <sup>i</sup> <sub>Initial</sub>	Knock-in Price <sup>i</sup> (70% * Share <sup>i</sup> <sub>Initial</sub> )
1	Share 1	Bloomberg Code 1	706.15	494.31
2	Share 2	Bloomberg Code 2	32.60	22.82
3	Share 3	Bloomberg Code 3	259.14	181.40

**Automatic Early Redemption<sup>4</sup>**

*Automatic Early Redemption Event Redemption<sup>2</sup> means that the Worst Value is greater than or Equal to the Automatic Early Redemption Level 100%*



If, on the Automatic Early Redemption Valuation Date, the official Closing Price of each Underlying Share is greater than or equal to its **Automatic Early Redemption Level**, then the Issuer shall redeem each Certificate on the relevant **Automatic Early Redemption Date** at the Automatic Early Redemption Amount calculated as follows:

$$NA \times [100\% + 10.00\%]$$

*AER Exit Rate<sup>2</sup>* (points to 10.00%)  
*AER Redemption Percentage<sup>2</sup>* (points to 100%)

*Automatic Early Redemption Payout<sup>2</sup>*

**Automatic Early Redemption Valuation Date**

December 07<sup>th</sup>, 2013

**Automatic Early Redemption Date**

December 21<sup>st</sup>, 2013

**Automatic Early Redemption Level**

**Early**

100% x Share<sup>i</sup><sub>Initial</sub> with i from 1 to 3



*Automatic Early Redemption Level<sup>2</sup>*

**Final Redemption<sup>5</sup>**

*Final Redemption Condition<sup>3</sup> means that the Worst Value is greater than or Equal to the Final Redemption Condition Level of 100%*



On the **Redemption Date**, if the Certificates have not been redeemed or purchased and cancelled by the Issuer prior to 07th March 2014, (the "Redemption Valuation Date"), the Issuer shall redeem each Certificate at the following Cash Settlement Amount:

1) If all Share<sup>i</sup><sub>Final</sub> with i from 1 to 3 are greater than or equal to Share<sup>i</sup><sub>Initial</sub>

$$NA \times [100\% + 30\%]$$

*FR Exit Rate<sup>3</sup>* (points to 30%)

<sup>3</sup> Defined in the section « 29. Share Linked Certificates » of the Final Terms

<sup>4</sup> Defined in the section "45. Other Provisions relating to Certificates - (e) Automatic Early Redemption" in the Final Terms

<sup>5</sup> Defined in the section « 16. Final Redemption Amount » of the Final Terms

2) Otherwise, if no **Knock-in Event** has occurred:

$$NA \times [100\% + 15\%]$$



*Coupon Airbag Percentage<sup>3</sup>*

3) Otherwise:

*Final Redemption Value<sup>3</sup>*



$$NA * \left[ \min \left( 100\%, \frac{WOShare_{Final}}{WOShare_{Initial}} \right) \right]$$

### Where

**WO Share** is the Underlying Share with the worst performance from the **Strike Date** to the **Redemption Valuation Date**, defined as:

$$\min_{i=1}^3 \left( \frac{Share^i_{Final}}{Share^i_{Initial}} \right)$$

**WO Share<sub>Initial</sub>** is the official Closing Price of **WO Share** on the **Strike Date**.

**WO Share<sub>Final</sub>** is the official Closing Price of **WO Share** on the **Redemption Valuation Date**.

**Share<sub>Initial</sub><sup>i</sup>** with **i** from **1** to **3** is the official Closing Price of the **Share<sup>i</sup>** on the **Strike Date**.

**Share<sub>Final</sub><sup>i</sup>** with **i** from **1** to **3** is the official Closing Price of the **Share<sup>i</sup>** on the **Redemption Valuation Date**.

### Knock-in Determination Day

The Redemption Valuation Date.

### Knock-in Valuation Time

Specific Scheduled Closing Time of each Underlying Share on the Redemption Valuation Date.

### Knock-in Event<sup>6</sup>

*Knock-in Event<sup>4</sup> means that the Worst Value is lower than the Knock-in Level of 70%*

A Knock-in Event shall be deemed to occur if, at the Knock-in Valuation Time on the Knock-in Determination Day, at least one Underlying Share closes at a price strictly less than its Knock-in Price.

<sup>6</sup> Defined in the section « 41. Knock-in Event » of the form of Final Terms

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<b>Dropback Automatic Early Redemption Payout and Definitions</b>		
<b>Dropback Automatic Early Redemption Payout</b>	<b>3.3(a)</b>	<b>994</b>
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<b>General Definitions for Dropback Coupon/Premium Amount Rates, the Dropback Final Payout and the Dropback Automatic Early Redemption Payout</b>		
<b>General Definitions for Dropback Coupon/Premium Amount Rates, the Dropback Final Payout and the Dropback Automatic Early Redemption Payout</b>	<b>3.4</b>	<b>997</b>

**Payout Conditions****1. SPS COUPON/PREMIUM AMOUNT RATES, PAYOUTS AND ENTITLEMENT AMOUNTS****1.1 SPS Coupon / Premium Amount Rates**

The following Rate of Interest or Premium Amount Rate will apply to the Securities if specified in the applicable Final Terms:

**(a) SPS Fixed Coupon**

If SPS Fixed Coupon is specified as applicable in the applicable Final Terms:

Rate<sub>(i)</sub>.

***Description of the Coupon / Premium Amount Rate***

*A SPS Fixed Coupon provides that the Securities bear or pay interest or premium amount at a specified rate for the relevant period.*

**(b) SPS Variable Amount Coupon**

If SPS Variable Amount Coupon is specified as applicable in the applicable Final Terms:

Rate<sub>(i)</sub>.

***Description of the Coupon / Premium Amount Rate***

*A SPS Variable Amount Coupon provides that the Securities bear or pay interest or premium amount at a specified floating or variable rate for the relevant period.*

**(c) Digital Coupon**

If Digital Coupon is specified as applicable in the applicable Final Terms and:

(i) if Single Digital Coupon Condition is specified as applicable in the applicable Final Terms:

(A) If the Digital Coupon Condition is satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub> or SPS Coupon Valuation Period<sub>(i)</sub>, as applicable:

Rate<sub>(i)</sub>; or

(B) if the Digital Coupon Condition is not satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub> or SPS Valuation Period<sub>(i)</sub>, as applicable:

zero; or

(ii) if Alternative Digital Coupon Condition is specified as applicable in the applicable Final Terms:

(A) if either or both of (x) the Digital Coupon Condition is satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub> or SPS Coupon Valuation Period<sub>(i)</sub>, as applicable, or (y) a Digital Coupon Event has not occurred in respect of any Digital Coupon Event Determination Date falling on or prior to, or any Digital Coupon Event Determination Period occurring prior to or ending

on, as applicable, such SPS Coupon Valuation Date<sub>(i)</sub> or the last day of such SPS Coupon Valuation Period<sub>(i)</sub>, as applicable:

Rate<sub>(i)</sub>; or

- (B) if (x) the Digital Coupon Condition is not satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub> or SPS Coupon Valuation Period<sub>(i)</sub>, as applicable, and (y) a Digital Coupon Event has occurred in respect of any Digital Coupon Event Determination Date falling on or prior to or any Digital Coupon Event Determination Period occurring prior to or ending on, as applicable, such SPS Coupon Valuation Date<sub>(i)</sub> or the last day of such SPS Coupon Valuation Period<sub>(i)</sub>, as applicable:

zero; or

- (iii) if Cumulative Digital Coupon Condition is specified as applicable in the applicable Final Terms:

- (A) if (x) the Digital Coupon Condition is satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub> or SPS Coupon Valuation Period<sub>(i)</sub>, as applicable, and (y) a Digital Coupon Event has not occurred in respect of any Digital Coupon Event Determination Date falling on or prior to or any Digital Coupon Event Determination Period occurring prior to or ending on, as applicable, such SPS Coupon Valuation Date<sub>(i)</sub> or the last day of such SPS Coupon Valuation Period<sub>(i)</sub>, as applicable:

Rate<sub>(i)</sub>; otherwise

- (B) zero.

***Description of the Coupon / Premium Amount Rate***

*A Digital Coupon provides that the Securities bear or pay interest or premium amount at a specified rate for the relevant period if a specified condition is met or, if Alternative Digital Coupon Condition or Cumulative Digital Coupon Condition is specified as applicable in the applicable Final Terms, if specified conditions are met. If the relevant condition(s) is/are not met then the Securities will pay no interest or premium amount for that period.*

**(d) Snowball Digital Coupon**

If Snowball Digital Coupon is specified as applicable in the applicable Final Terms and:

- (i) if Single Snowball Digital Coupon Condition is specified in the applicable Final Terms:

- (A) if the Snowball Digital Coupon Condition is satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub> or SPS Coupon Valuation Period<sub>(i)</sub>, as applicable:

Rate<sub>(i)</sub> + SumRate<sub>(i)</sub> ; or

- (B) if the Snowball Digital Coupon Condition is not satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub> or SPS Coupon Valuation Period<sub>(i)</sub>, as applicable:

zero;

- (ii) if Alternative Snowball Digital Coupon Condition is specified in the applicable Final Terms:

- (A) if either or both of (x) the Snowball Digital Coupon Condition is satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub> or SPS Coupon Valuation Period<sub>(i)</sub>, as applicable, or (y) a Snowball Digital Coupon Event has not occurred in respect of any Snowball Digital Coupon Event Determination Date falling on or prior to or any Snowball Digital Coupon Event Determination Period occurring prior to or ending on, as applicable such SPS Coupon Valuation Date<sub>(i)</sub> or the last day of such SPS Coupon Valuation Period<sub>(i)</sub>, as applicable:

Rate<sub>(i)</sub> + SumRate<sub>(i)</sub>; or

- (B) if (x) the Snowball Digital Coupon Condition is not satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub> or SPS Coupon Valuation Period<sub>(i)</sub>, as applicable, and (y) a Snowball Digital Coupon Event has occurred in respect of any Snowball Digital Coupon Event Determination Date falling on or prior to, or any Snowball Digital Coupon Event Determination Period occurring prior to or ending on, as applicable, such SPS Coupon Valuation Date<sub>(i)</sub> or the last day of such SPS Coupon Valuation Period<sub>(i)</sub>, as applicable:

zero; or

- (iii) if Cumulative Snowball Digital Coupon Condition is specified as applicable in the applicable Final Terms:

- (A) if (x) the Snowball Digital Coupon Condition is satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub> or SPS Coupon Valuation Period<sub>(i)</sub>, as applicable, and (y) a Snowball Digital Coupon Event has not occurred in respect of any Snowball Digital Coupon Event Determination Date falling on or prior to, or any Snowball Digital Coupon Event Determination Period occurring prior to or ending on, as applicable, such SPS Coupon Valuation Date<sub>(i)</sub> or the last day of such SPS Coupon Valuation Period<sub>(i)</sub>, as applicable:

Rate<sub>(i)</sub> + SumRate<sub>(i)</sub>; otherwise

- (B) zero.

In each case, where "Sum Rate<sub>(i)</sub>" means the sum of Rate<sub>(i)</sub> for each SPS Coupon Valuation Date or SPS Coupon Valuation Period, as applicable, in the period from (but excluding) the last occurring Snowball Date (or if none the Issue Date) to (but excluding) the relevant SPS Coupon Valuation Date or the last day of the relevant SPS Coupon Valuation Period; or

***Description of the Coupon / Premium Amount Rate***

*A Snowball Digital Coupon provides that the Securities bear or pay interest or premium amount on the basis of a Digital Coupon Condition but with a memory effect. Any interest or premium amount not paid in respect of a period may be paid at a later date if certain conditions are met.*

- (e) **Accrual Digital Coupon**

If Accrual Digital Coupon is specified as applicable in the applicable Final Terms:

$$\text{Rate}_{(i)} \times (n / N)$$

Where:

"n" is the number of AC Digital Days in the relevant SPS Coupon Valuation Period<sub>(i)</sub> Date on which the AC Digital Coupon Condition is satisfied; and

"N" is the number of AC Digital Days in the relevant SPS Coupon Valuation Period<sub>(i)</sub>.

***Description of the Coupon / Premium Amount Rate***

*An Accrual Digital Coupon provides that the Securities bear or pay interest or premium amount on the basis of a rate calculated by reference to the number of AC Digital Days on which a specified condition is satisfied in the relevant period.*

**(f) Stellar Coupon**

If Stellar Coupon is specified as applicable in the applicable Final Terms:

$$\text{Max} (\text{Min Coupon}(i), \frac{1}{K} \sum_{k=1}^K \text{Max} [\text{Floor Percentage}(i), \text{Min} (\text{Cap Percentage}(i), \text{Coupon Value}(i, k))] - \text{Strike Percentage}(i))$$

***Description of the Coupon / Premium Amount Rate***

*A Stellar Coupon provides that the Securities bear or pay interest or premium amount, in respect of the relevant period on the basis of a rate calculated by reference to a basket of Underlying References with the value of each Underlying Reference being subject to a cap and a floor. The rate is also subject to a floor.*

**(g) Cappuccino Coupon**

If Cappuccino Coupon is specified as applicable in the applicable Final Terms:

$$\text{Max} (\text{Min Coupon}(i), \frac{1}{K} \times \sum_{k=1}^K [\text{Max} (\text{Floor Percentage}(i), \text{Barrier Value}(i, k))] - \text{Strike Percentage}(i))$$

Where "**Barrier Value**" is:

- (i) if the Barrier Condition for the relevant Underlying Reference is satisfied in respect of the relevant SPS Coupon Valuation Date:

$$\text{Cap Percentage}_{(i)} ; \text{ or}$$

- (ii) if the Barrier Condition for the relevant Underlying Reference is not satisfied in respect of the relevant SPS Coupon Valuation Date:

$$\text{Coupon Value}_{(i, k)} \cdot$$

***Description of the Coupon / Premium Amount Rate***

*A Cappuccino Coupon provides that the Securities bear or pay interest or premium amount on the basis of a rate calculated by reference to the average value of a basket of Underlying References where each value is floored and may be set at a fixed percentage (the Cap Percentage) if certain conditions are met.*

**(h) Ratchet Coupon**

If Ratchet Coupon is specified as applicable in the applicable Final Terms:

- (i) if Local Cap Percentage is specified as not applicable in the applicable Final Terms:

$$\text{Max} \left[ \sum_{q \text{ in } Q_{(i)}} \text{Max}(\text{Coupon Value}(q) - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}), \text{Global Floor Percentage}_{(i)} \right]$$

- (ii) if Local Cap Percentage is specified as applicable in the applicable Final Terms:

$$\text{Max} \left[ \sum_{q \text{ in } Q_{(i)}} \text{Max}(\text{Min}(\text{Coupon Value}(q) - \text{Strike Percentage}_{(i)}, \text{Local Cap Percentage}_{(i)}), \text{Local Floor Percentage}_{(i)}), \text{Global Floor Percentage}_{(i)} \right]$$

### ***Description of the Coupon / Premium Amount Rate***

*A Ratchet Coupon provides that the Securities bear or pay interest or premium amount in respect of the relevant period on the basis of a rate calculated by reference to the sum of two or more rates, in each case subject to a floor and if applicable a cap.*

#### **(i) Driver Coupon**

If Driver Coupon is specified as applicable in the applicable Final Terms:

$$\text{Max}(\text{Min Coupon}(i), \frac{1}{K} \sum_{k=1}^K \text{Max}(\text{Floor Percentage}(i), \text{Modified Value}(i,k)) - \text{Strike Percentage}(i))$$

Where:

"**Modified Value(i,k)**" is:

- (i) if the Coupon Value(i,k) is one of the nfixed greatest value in the basket of the Underlying References:

Driver Percentage; or

- (ii) otherwise:

Coupon Value(i,k) .

### ***Description of the Coupon / Premium Amount Rate***

*A Driver Coupon provides that the Securities bear or pay interest or premium amount in respect of the relevant period on the basis of a rate calculated by reference to the average performance of a basket of Underlying References with the Underlying Reference with the "nfixed" highest value being replaced by a fixed percentage (the Driver Percentage).*

#### **(j) Nova Coupon**

If Nova Coupon is specified as applicable in the applicable Final Terms:

- (i) if Cap Percentage is specified as not applicable in the applicable Final Terms:

$$\text{Constant Percentage}(i) + \text{Gearing}(i) \times \text{Max} \left[ \left( \text{Coupon Value}(i) \right)^{\frac{1}{i}} - \text{Strike Percentage}(i) + \text{Spread}(i), \text{Floor Percentage}(i) \right]$$

- (ii) if Cap Percentage is specified as applicable in the applicable Final Terms:

$$\text{Constant Percentage}(i) + \text{Min} \left( \text{Cap Percentage}(i), \text{Gearing}(i) \times \text{Max} \left[ \left( \text{Coupon Value}(i) \right)^{\frac{1}{2}} - \text{Strike Percentage}(i) + \text{Spread}(i), \text{Floor Percentage}(i) \right] \right)$$

**Description of the Coupon / Premium Amount Rate**

*A Nova Coupon provides that the Securities bear or pay interest or premium amount on the basis of a rate calculated by reference to the value of Underlying Reference(s). The rate is also subject to a floor and if applicable a cap.*

**(k) Sum Coupon**

If Sum Coupon is specified in the applicable Final Terms:

$$\sum_{a=1}^A CW_a(i) \times \prod_{b=1}^B (\text{Additional Coupon}_{a,b}(i))$$

Where:

"CW" is the relevant Coupon Weighting;

"A" is the number specified as such in the applicable Final Terms; and

"B" is the number specified as such in the applicable Final Terms.

**Description of the Coupon / Premium Amount Rate**

*A Sum Coupon provides that the Securities bear or pay interest or premium amount in respect of the relevant period on the basis of a rate calculated as the weighted sum of two or more interest / premium amount rates provided in the Conditions and specified in the applicable Final Terms.*

**(l) Option Max Coupon**

If Option Max Coupon is specified as applicable in the applicable Final Terms:

$$\text{Max}_{a=1}^A ([\text{Additional Coupon}(i)]_a).$$

where "A" is the number specified as such in the applicable Final Terms.

**Description of the Coupon / Premium Amount Rate**

*An Option Max Coupon provides that the Securities bear or pay interest or premium amount in respect of the relevant period on the basis of a rate calculated as the maximum of two or more interest / premium amount rates provided in the Conditions and specified in the applicable Final Terms.*

**(m) Option Min Coupon**

If Option Min Coupon is specified as applicable in the applicable Final Terms:

$$\text{Min}_{a=1}^A ([\text{Additional Coupon}(i)]_a)$$

where "A" is the number specified as such in the applicable Final Terms.



***Description of the Coupon Rate /Premium Amount Rate***

*An Option Min Coupon provides that the Securities bear or pay interest in respect of the relevant period on the basis of a rate calculated as the minimum of two or more interest / premium amount rates provided in the Conditions and specified in the applicable Final Terms.*

**(n) Transition Coupon**

If Transition Coupon is specified as applicable in the applicable Final Terms:

$Rate_{(t)} \times [Initial\ Interest\ Bearing\ Amount - Coupon\ Invested\ Amount_y]$  Where:

**"Base Invested Amount"** means the percentage specified as such in the applicable Final Terms;

**"Coupon Invested Amount<sub>0</sub>"** means the percentage specified as such in the applicable Final Terms;

**"Coupon Invested Amount<sub>y</sub>"** means, in respect of a SPS Coupon Valuation Date or a SPS Coupon Valuation Period, a percentage equal to (i) the Coupon Multiplier in respect of such SPS Coupon Valuation Date or SPS Coupon Valuation Period, as the case may be, multiplied by (ii) the Base Invested Amount, provided that, if no Coupon Transition Event has occurred on or before such SPS Coupon Valuation Date or such SPS Coupon Valuation Period, Coupon Invested Amount<sub>y</sub> shall be the Coupon Invested Amount<sub>0</sub>;

**"Coupon Multiplier"** or **"y"** means in respect of a SPS Coupon Valuation Date or a SPS Coupon Valuation Period, the number beside the relevant Coupon Transition Level that has been the subject of the Coupon Transition Event last occurring on or prior to such SPS Coupon Valuation Date or such SPS Coupon Valuation Period, as the case may be;

**"Coupon Transition Event"** means that, in respect of a SPS Coupon Valuation Date or a SPS Coupon Valuation Period, the Coupon Transition Value in respect of such SPS Coupon Valuation Date or such SPS Coupon Valuation Period is (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" any Coupon Transition Rate, as specified in the applicable Final Terms;

**"Coupon Transition Event Date"** means each SPS Coupon Valuation Date in respect of which a Coupon Transition Event has occurred;

**"Coupon Transition Level"** means each percentage specified as such in the numbered table set out in the applicable Final Terms;

**"Coupon Transition Rate"** means (a) each Coupon Transition Level in the table set out in the applicable Final Terms that is (i) not a Coupon Transition Level that has been the subject of a Coupon Transition Event (a "Triggered Coupon Transition Event Level") or (ii) (A) "greater than" or (B) "less than" a Triggered Coupon Transition Event Level (if any), as specified in the applicable Final Terms; or (b) if "Single Trigger" is specified as applicable in the applicable Final Terms, the relevant Single Coupon Transition Level;

**"Coupon Transition Value"** means, in respect of a SPS Coupon Valuation Date or a SPS Coupon Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Initial Interest Bearing Amount"** means the percentage specified as such in the applicable Final Terms; and

**"Single Coupon Transition Level"** means, in respect of a SPS Coupon Valuation Date or a SPS Coupon Valuation Period, the first Coupon Transition Level in the table that has not been the subject of a Coupon Transition Event prior to such SPS Coupon Valuation Date or SPS Coupon Valuation Period, as the case may be.

***Description of the Coupon / Premium Amount Rate:***

*A Transition Coupon provides that the Securities bear or pay interest or premium amount at a rate, which is multiplied by the Initial Interest Bearing Amount minus the Invested Amount. The Invested Amount is exposed to the performance of the Underlying Reference. The ratio of the Initial Interest Bearing Amount and the Invested Amount will depend on whether a Coupon Transition Event has occurred and the Coupon Transition Rate in respect of which a Coupon Transition Event has been triggered.*

**(o) Inflation and Rate Coupon**

If Inflation and Rate Coupon is specified as applicable in the applicable Final Terms:

$$\text{Min}\{ \text{Constant Percentage 2}, \text{Max}([ \text{Gearing 1} \times \text{Inflation}_{\text{average}} + \text{Gearing 2} \times \text{Reference Rate}_{\text{average}} ] + \text{Constant Percentage 3}, \text{Constant Percentage 4}) \}$$

Where:

**"Inflation<sub>average</sub>"** means, in respect of a SPS Coupon Valuation Date, the rate determined by the Calculation Agent in accordance with the following formula:

$$\frac{1}{N} \times \sum_{m=1}^N \text{CPI}_m$$

Where:

**"CPI<sub>m</sub>"** means, in respect of a SPS Coupon Valuation Date and each Relevant Month<sub>m</sub>, the rate determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{CPI Level}_m}{\text{CPI Level}_{m-i}} - 1$$

**"CPI Level<sub>m</sub>"** means, in respect of a SPS Coupon Valuation Date, a Relevant Month<sub>m</sub> and the Inflation Index, the Relevant Level of such Inflation Index for the Reference Month of such Relevant Month<sub>m</sub>;

**"CPI Level<sub>m-i</sub>"** means, in respect of a SPS Coupon Valuation Date, a Relevant Month<sub>m</sub> and the Inflation Index, the Relevant Level of such Inflation Index for the Reference Month falling "i" calendar months prior to such Relevant Month<sub>m</sub>, where "i" is the number of calendar months specified in the applicable Final Terms;

**"Gearing 1"** mean the percentage specified in the applicable Final Terms.

**"Gearing 2"** mean the percentage specified in the applicable Final Terms.

**"N"** means the number of months specified in the applicable Final Terms; and

**"Relevant Month<sub>m</sub>"** means each of the N months from (and including) "A" calendar months prior to the month in which the SPS Coupon Valuation Date falls to (and including) "B" calendar months prior to the month in which the SPS Coupon Valuation Date falls, where "A" and "B" are the number of calendar months specified in the applicable Final Terms;

**"Reference Rate<sub>average</sub>"** means, in respect of a SPS Coupon Valuation Date, the rate determined by the Calculation Agent in accordance with the following formula:

$$\frac{1}{d} \times \sum_{i=x}^y \text{Reference Rate}_i$$

Where:

**"d"** means, in respect of a SPS Coupon Valuation Date, the number of Relevant Business Days<sub>i</sub> from (and including) x to (and including) y;

**"Reference Rate<sub>i</sub>"** means, in respect of a Relevant Business Day<sub>i</sub>, the Reference Floating Rate Option in respect of such day appearing on the Reference Floating Rate Option Page at the Reference Floating Rate Option Time (the **"Original Reference Floating Rate"**), provided that if (i) the relevant rate does not appear on such page at such time, (ii) there has been a permanent or indefinite cancellation of the relevant rate, (iii) the relevant rate ceases to exist or ceases to be published permanently or indefinitely or (iv) it is unlawful or impracticable for the Calculation Agent to make any calculations or determinations using the relevant rate, the Calculation Agent may determine the relevant rate for such Relevant Business Day<sub>i</sub> acting in good faith and in a commercially reasonable manner at such time as it may select. In determining the relevant rate, the Calculation Agent may have regard to any sources(s) it considers appropriate, including, but not limited to:

- (i) any alternative rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency in which the relevant rate is denominated (each a **"Relevant Nominating Body"**), that is consistent with industry accepted standards, provided that, if two or more alternative rates are selected by any Relevant Nominating Body, the Issuer or the Calculation Agent, as applicable, shall determine which of those rates is most appropriate to preserve the economic features of the relevant Securities;
- (ii) any alternative rate that has replaced the Original Reference Floating Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest on the same basis as the Original Reference Floating Rate; or
- (iii) such other rate as the Calculation Agent determines is most comparable to the Original Reference Floating Rate.

The Calculation Agent will apply such adjustments that are formally recommended by any Relevant Nominating Body or, if none, may determine any adjustments that are in customary market usage in the international debt capital markets needed to make the replacement rate comparable to the Original Reference Floating Rate, acting in good faith and in a commercially reasonable manner. The determination of a replacement rate and any applicable adjustments will (in the absence of manifest error) be final and binding, unless the Calculation Agent subsequently determines in respect of a Relevant Business Day<sub>i</sub> that such rate is no longer comparable to the Original Reference Floating Rate or no longer constitutes an industry accepted successor rate, in which case, a new replacement rate shall be determined in accordance with paragraph (a), (b) or (c) above for each subsequent

Relevant Business Day<sub>i</sub>. If the Calculation Agent is unable to or otherwise does not determine a further replacement rate, then the rate will remain unchanged;

"x" means, in respect of a SPS Coupon Valuation Date, the first Relevant Business Day of the calendar month falling "AA" calendar months prior to such SPS Coupon Valuation Date, where "AA" is the number of calendar months specified in the applicable Final Terms; and

"y" means, in respect of a SPS Coupon Valuation Date, the last Relevant Business Day of the calendar month falling "BB" calendar month prior to such SPS Coupon Valuation Date, where "BB" is the number of calendar months specified in the applicable Final Terms.

***Description of the Coupon / Premium Amount Rate***

*An Inflation and Rate Coupon provides that the Securities bear or pay interest based on the weighted average of the rate and inflation components for the relevant period, in each case, which may be subject to a floor and a cap.*

**(p) Custom Index Coupon**

If Custom Index Coupon is specified as applicable in the applicable Final Terms:

Gearing x Custom Index Coupon.

Where:

"**Custom Index Coupon**" means, in respect of a Custom Index Coupon Deduction Date and a Custom Index, the coupon amount (howsoever described under the methodology of such Custom Index) determined in the manner specified in the methodology of such Custom Index, as calculated and published by the Index Sponsor in respect of such Custom Index, which operates to reduce the level of such Custom Index on such Custom Index Coupon Deduction Date.

"**Custom Index Coupon Deduction Date**" means, in respect of an SPS Coupon Valuation Date, each date specified as such in the applicable Final Terms, provided that, if such date is not a Scheduled Custom Index Business Day, the relevant Custom Index Coupon Deduction Date shall be the immediately succeeding Scheduled Custom Index Business Day.

***Description of the Coupon / Premium Amount Rate***

*A Custom Index Coupon provides that the Securities bear or pay an interest determined pursuant to the methodology of the relevant Custom Index and which is paid on the dates on which the level of the Custom Index is reduced to reflect the deduction of such coupon. If gearing is applied, the amount of such coupon may be increased if the gearing is a number greater than one or may be reduced if the gearing is a number less than one.*

**1.2 SPS Final Payouts**

The following final payouts which when multiplied by the applicable NA (each a "**Final Payout**") will apply to the Securities if specified in the applicable Final Terms:

**(a) SPS Fixed Percentage Securities**

If the Securities are specified in the applicable Final Terms as being SPS Fixed Percentage Securities:

Constant Percentage 1

***Description of the Payout***

*The Payout comprises a fixed percentage equal to the Constant Percentage.*

(b) **SPS Reverse Convertible Securities**

(i) **SPS Reverse Convertible Securities**

If the Securities are specified in the applicable Final Terms as being SPS Reverse Convertible Securities:

(A) if no Knock-in Event has occurred:

Constant Percentage 1 ; or

(B) if a Knock-in Event has occurred:

Max (Constant Percentage 2 + Gearing x Option; 0%)

Where:

"**EDS**" means Max (Floor Percentage, Min (Constant Percentage 3 – nEDS x Loss Percentage, 0%));

"**Forward**" means Final Redemption Value – Strike Percentage;

"**nEDS**" means the number of Underlying Reference(s) in the Basket of Underlying References in respect of which the Final Redemption Value is less than or equal to the EDS Barrier Percentage;

"**Option**" means Put, Put Spread. EDS or Forward as specified in the applicable Final Terms;

"**Option 2**" means Put, Put Spread. EDS or Forward as specified in the applicable Final Terms;

"**Put**" means Max (Strike Percentage – Final Redemption Value; 0);

"**Put Spread**" means Min (Max (Strike Percentage – Final Redemption Value; 0); Cap Percentage);

"**Range Accrual**" means Min (Cap Percentage 1, Range Accrual Factor x Range Accrual Count) x Option 2;

"**Range Accrual Count**" means the total number of Range Accrual Valuation Dates in the Range Accrual Observation Period where the Final Redemption Value is (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the Range Accrual Level;

"**Range Accrual Factor**" means the percentage, amount or number specified as such in the applicable Final Terms, or, if not so specified, 1 divided by the total number of Range Accrual Valuation Dates in the Range Accrual Observation Period;

"**Range Accrual Level**" means the percentage, amount or number specified as such in the applicable Final Terms;

**"Range Accrual Observation Period"** means the period specified as such in the applicable Final Terms; and

**"Range Accrual Valuation Date"** means each Averaging Date, Valuation Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms;

Provided That (aa) if the provisions of sub-paragraph (A) of this Payout Condition 1.2(b)(i) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Payout Condition 1.2(b)(i) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, no Final Redemption Amount or Settlement Amount, as applicable, will be payable and Physical Delivery will apply.

***Description of the Payout***

*The Payout comprises:*

- *if no Knock-in Event has occurred, a fixed percentage equal to the Constant Percentage 1;*
- *if a Knock-in Event has occurred and Option is Put or Put Spread indexation to the value of the Underlying Reference(s) up to the Strike Percentage;*
- *if a Knock-in Event has occurred and Option is Forward, indexation to the value of the Underlying Reference(s);*
- *if a Knock-in Event has occurred and Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage. When Gearing is positive the higher the number of Underlying References with a value above this barrier the higher the Percentage;*
- *if a Knock-in Event has occurred and Option is Range Accrual, a percentage that depends on how many days the Underlying Reference(s) is above, equal to or below (as specified in the applicable Final Terms) the Range Accrual Level; or*

*if the Final Redemption Condition is not satisfied, a Knock-in Event has occurred and Option is Range Accrual, a percentage that depends on how many days the Underlying Reference(s) is above, equal to or below (as specified in the applicable Final Terms) the Range Accrual Level.*

*Physical Delivery may also apply.*

**(ii) SPS Reverse Convertible Standard Securities**

If the Securities are specified in the applicable Final Terms as being SPS Reverse Convertible Standard Securities:

- (A) if no Knock-in Event has occurred:  
100%; or
- (B) if a Knock-in Event has occurred:  
Min (100%, Final Redemption Value).

**Description of the Payout**

*The Payout comprises:*

- *if no Knock-in Event has occurred, 100 per cent.; or*
- *if a Knock-in Event has occurred, the minimum of 100 per cent. and indexation to the value of the Underlying Reference(s).*

**(c) SPS Vanilla Products****(i) Vanilla Call Securities**

If the Securities are specified in the applicable Final Terms as being Vanilla Call Securities:

$$\text{Constant Percentage}1 + \text{Gearing} * \text{Max} \left( \text{Final Redemption Value} - \text{Strike Percentage, Floor Percentage} \right)$$

**Description of Payout**

*The Payout comprises:*

- *if Gearing is positive, a fixed percentage equal to Constant Percentage 1 or, if Gearing is negative, no fixed percentage; and*
- *indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

**(ii) Vanilla Call Spread Securities**

If the Securities are specified in the applicable Final Terms as being Vanilla Call Spread Securities:

$$\text{Constant Percentage}1 + \text{Gearing} * \text{Min} \left( \text{Max} \left( \text{Final Redemption Value} - \text{Strike Percentage, Floor Percentage} \right), \text{Cap Percentage} \right)$$

**Description of the Payout**

*The Payout comprises:*

- *if Gearing is positive, a fixed percentage equal to Constant Percentage 1 or, if Gearing is negative, no fixed percentage; and*
- *indexation to the value of the Underlying Reference(s) above the Strike Percentage up to a maximum level. The maximum level is equal to the Cap Percentage.*

**(iii) Vanilla Put Securities**

If the Securities are specified in the applicable Final Terms as being Vanilla Put Securities:

$$\text{Constant Percentage}1 + \text{Gearing} * \text{Max} \left( \text{Strike Percentage} - \text{Final Redemption Value}; 0 \right)$$

***Description of the Payout***

*The Payout comprises:*

- *if Gearing is positive a fixed percentage equal to Constant Percentage or if Gearing is negative, no fixed percentage; and*
- *indexation to the value of the Underlying Reference(s) below the Strike Percentage.*

(iv) **Vanilla Put Spread Securities**

If the Securities are specified in the applicable Final Terms as being Vanilla Put Spread Securities:

Constant Percentage 1 + Gearing \* Min (Max (Strike Percentage - Final Redemption Value; 0);  
Cap Percentage)

***Description of the Payout***

*The Payout comprises:*

- *if Gearing is positive a fixed percentage equal to Constant Percentage 1 or, if Gearing is negative, no fixed percentage; and*
- *indexation to the value of the Underlying Reference(s) below the Strike Percentage up to a maximum level. The maximum level is equal to the Cap Percentage.*

(v) **Vanilla Digital Securities**

If the Securities are specified in the applicable Final Terms as being Vanilla Digital Securities:

(A) if a Knock-in Event has occurred:

Constant Percentage 1 + Bonus Coupon ; or

(B) if no Knock-in Event has occurred:

Constant Percentage 2 .

***Description of the Payout***

*The Payout comprises:*

- *a fixed percentage; and*
- *if a Knock-in Event has occurred, the Bonus Coupon.*



(vi) **Knock-in Vanilla Call Securities**

If the Securities are specified in the applicable Final Terms as being Knock-in Vanilla Call Securities:

(A) if a Knock-in Event has occurred:

$\text{ConstantPercentage}_1 + \text{Gearing} * \text{Max}(\text{FinalRedemptionValue} - \text{StrikePercentageFloorPercentage})$ ; OR

(B) if no Knock-in Event has occurred:

Constant Percentage 2 .

***Description of the Payout***

*The Payout comprises:*

- *a fixed percentage; and*
- *if a Knock-in Event has occurred, indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

(vii) **Knock-out Vanilla Call Securities**

If the Securities are specified in the applicable Final Terms as being Knock-out Vanilla Call Securities:

(A) if no Knock-out Event has occurred:

$\text{ConstantPercentage}_1 + \text{Gearing} * \text{Max}(\text{FinalRedemptionValue} - \text{StrikePercentageFloorPercentage})$ ; OR

(B) if a Knock-out Event has occurred:

Constant Percentage 2 .

***Description of the Payout***

*The Payout comprises:*

- *a fixed percentage; and*
- *if no Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

(viii) **SPS Range Accrual Securities**

If the Securities are specified in the applicable Final Terms as being SPS Range Accrual Securities:

$\text{Max}(\text{Constant Percentage 2} + \text{Gearing} \times \text{Option}; 0\%)$

Where:

"EDS" means  $\text{Max}(\text{Floor Percentage}, \text{Min}(\text{Constant Percentage 3} - \text{nEDS} \times \text{Loss Percentage}, 0\%))$ ;

"Forward" means  $\text{Final Redemption Value} - \text{Strike Percentage}$ ;

**"nEDS"** means the number of Underlying Reference(s) in the Basket in respect of which the Final Redemption Value is (i) less than or equal to or (ii) less than, as specified in the applicable Final Terms, the EDS Barrier Percentage;

**"Option"** means Put, Put Spread, EDS, Range Accrual or Forward, as specified in the applicable Final Terms;

**"Option 2"** means Put, Put Spread, EDS, Forward or the percentage specified as such in the applicable Final Terms, as specified in the applicable Final Terms;

**"Put"** means  $\text{Max} (\text{Strike Percentage} - \text{Final Redemption Value}; 0)$ ;

**"Put Spread"** means  $\text{Min} (\text{Max} (\text{Strike Percentage} - \text{Final Redemption Value}; 0); \text{Cap Percentage})$ ;

**"Range Accrual"** means  $\text{Min} (\text{Cap Percentage 1}, \text{Range Accrual Factor} \times \text{Range Accrual Count}) \times \text{Option 2}$ ;

**"Range Accrual Count"** means the total number of Range Accrual Valuation Dates in the Range Accrual Observation Period where the Final Redemption Value is (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the Range Accrual Level;

**"Range Accrual Factor"** means the percentage, amount or number specified as such in the applicable Final Terms, or, if not so specified, 1 divided by the total number of Range Accrual Valuation Dates in the Range Accrual Observation Period;

**"Range Accrual Level"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"Range Accrual Observation Period"** means the period specified as such in the applicable Final Terms; and

**"Range Accrual Valuation Date"** means each Averaging Date, Valuation Date, Pricing Date, Underlying Interest Determination Date, and/or Settlement Price Date specified as such in the applicable Final Terms.

### ***Description of the Payout***

*The Payout comprises:*

- *if Option is Put or Put Spread, [no fixed percentage and] indexation to the value of the Underlying Reference(s) below the Strike Percentage;*
- *if Option is Forward, [no fixed percentage and] indexation to the value of the Underlying Reference(s);*
- *if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage; or*
- *if Option is Range Accrual, a percentage that depends on how many days the Underlying Reference(s) is above, equal to or below (as specified in the applicable Final Terms) the Range Accrual Level.*

### **(ix) Knock-in Vanilla Put Securities**

If the Securities are specified in the applicable Final Terms as being Knock-in Vanilla Put Securities:

(A) if a Knock-in Event has occurred:

Constant Percentage 1 + Gearing \* Max (Strike Percentage – Final Redemption Value, Floor Percentage); or

(B) if no Knock-in Event has occurred:

Constant Percentage 2.

***Description of the Payout***

*The Payout comprises:*

- *a fixed percentage; and*
- *if a Knock-in Event has occurred, indexation to the value of the Underlying Reference(s) below the Strike Percentage.*

(x) **Knock-out Vanilla Put Securities**

If the Securities are specified in the applicable Final Terms as being Knock-out Vanilla Put Securities:

(A) if no Knock-out Event has occurred:

Constant Percentage 1 + Gearing \* Max (Strike Percentage – Final Redemption Value, Floor Percentage); or

(B) if a Knock-out Event has occurred:

Constant Percentage 2.

***Description of the Payout***

*The Payout comprises:*

- *a fixed percentage; and*
- *if no Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) below the Strike Percentage.*

(xi) **Vanilla Call Fees Securities**

If the Securities are specified in the applicable Final Terms as being Vanilla Call Fees Securities:

*Constant Percentage 1 + Gearing \* Max (Final Redemption Value – Strike Percentage, Floor Percentage) – Final Fees*

***Description of the Payout***

*The Payout comprises:*

- *if Gearing is positive, a fixed percentage equal to Constant Percentage 1 or, if Gearing is negative, no fixed percentage;*
- *indexation to the value of the Underlying Reference(s) above the Strike Percentage; and*

- a deduction equal to Final Fees.

(d) **Asian Products**

(i) **Asian Securities**

If the Securities are specified in the applicable Final Terms as being Asian Securities:

(A) If Asian Local Cap is specified as applicable then:

$$\text{Constant Percentage 1} + \text{Gearing} * \text{Min}(\text{Max}(\frac{1}{\text{Total M}} \times \sum_{(i)} (\text{Min}(\text{Max}(\text{Final Redemption Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}), \text{Local Cap Percentage}_{(i)})), \text{Floor Percentage}_{(i)}), \text{Cap Percentage}_{(i)})$$

(B) If Asian Local Cap is specified as not applicable then:

$$\text{Constant Percentage 1} + \text{Gearing} * \text{Max}(\frac{1}{\text{Total M}} \times \sum_{(i)} (\text{Max}(\text{Final Redemption Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}), \text{Floor Percentage}_{(i)}))$$

**Description of the Payout**

*The Payout comprises:*

- a fixed percentage equal to Constant Percentage 1; and
- indexation to the average value of the Underlying Reference(s) when the average value is above the Strike Percentage.

(ii) **Asian Spread Securities**

If the Securities are specified in the applicable Final Terms as being Asian Spread Securities:

(A) If Asian Local Cap is specified as applicable then:

$$\text{Constant Percentage 1} + \text{Gearing} * \text{Max}(\frac{1}{\text{Total M}} \times \sum_{(i)} (\text{Min}(\text{Max}(\text{Final Redemption Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}), \text{Local Cap Percentage}_{(i)})), \text{Floor Percentage}_{(i)})$$

(B) If Asian Local Cap is specified as not applicable then:

$$\text{Constant Percentage 1} + \text{Gearing} * \text{Min}(\text{Max}(\frac{1}{\text{Total M}} \times \sum_{(i)} (\text{Max}(\text{Final Redemption Value}_{(i)} - \text{Strike Percentage}_{(i)},$$

Local Floor Percentage<sub>(i)</sub>)), Floor Percentage); Cap Percentage)

**Description of the Payout**

*The Payout comprises:*

- a fixed percentage equal to Constant Percentage 1; and
- indexation to the average value of the Underlying Reference(s) up to a maximum level if the average value is above the Strike Percentage. The maximum level is equal to the Cap Percentage.

(iii) **Himalaya Securities**

If the Securities are specified in the applicable Final Terms as being Himalaya Securities:

$$\text{Constant Percentage 1} + \text{Gearing} * \text{Max} \left( \frac{1}{\text{Total M}} \times \sum_{(i)}^M \max(\text{Best Lock Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}, 0) \right)$$

Where:

"**BestLockValue<sub>(i)</sub>**" means the highest Underlying Reference Value on SPS Valuation Date<sub>(i)</sub> of the Underlying Reference(s) in Relevant Basket<sub>(i)</sub>; and

"**Relevant Basket<sub>(i)</sub>**" means, in respect of SPS Valuation Date<sub>(i)</sub>, a Basket of Underlying References comprising each Underlying Reference in Relevant Basket<sub>(i-1)</sub> but excluding the Underlying Reference in relation to BestLockValue<sub>(i-1)</sub>.

Relevant Basket<sub>(i=1)</sub> will be set out in the applicable Final Terms.

**Description of the Payout**

*The Payout comprises:*

- *a fixed percentage equal to Constant Percentage 1;*
- *average indexation to the Underlying References above the Strike Percentage in accordance with the selection criteria on each Valuation Date where the Value of the best performing Underlying Reference in the Basket of Underlying References is calculated and then removed from the Basket of Underlying References for the following Valuation Dates, the Payout providing indexation to the average of those calculated Values (the BestLockValues) above the Strike Percentage.*

(iv) **Talisman Securities**

If the Securities are specified in the applicable Final Terms as being Talisman Securities:

(A) if Mono Underlying Reference Talisman Securities is specified in the applicable Final Terms:

$$\begin{aligned} &\text{Constant Percentage 1} \\ &+ \text{Max} \left( \text{Global Floor Percentage}; \left\lceil \frac{1}{I} \right\rceil \right) \\ &\times \sum_{i=1}^i A_{(i)} \times \text{Talisman Value}_{(i)} - \text{Strike Percentage} \end{aligned}$$

Where:

"**Talisman Value<sub>(i)</sub>**" means, in respect of a SPS Valuation Date, the absolute value of:

*Final Redemption Value<sub>i</sub> – AVR Value ;*

Where:

**"Final Redemption Value<sub>(i)</sub>"** means, in respect of a SPS Valuation Date, the Final Redemption Value in respect of such SPS Valuation Date;

(B) if Multi Underlying Reference Talisman Securities is specified in the applicable Final Terms:

*Constant Percentage 1*

$$+ \text{Max} \left( \text{Global Floor Percentage}; \left[ \frac{1}{k} \times \sum_{k=1}^k \text{Talisman Value}_{(k)} \right] - \text{Strike Percentage} \right)$$

Where:

**"Talisman Value<sub>(k)</sub>"** means in respect of a SPS Valuation Date and the Underlying Reference(k), the absolute value of:

*Final Redemption Value<sub>(k)</sub> – AVRG Value ;*

Where:

**"Final Redemption Value<sub>(k)</sub>"** means, in respect of a SPS Valuation Date and an Underlying Reference, the Final Redemption Value in respect of such SPS Valuation Date and such Underlying Reference; or

(C) if Multi Basket Underlying Reference Talisman Securities is specified in the applicable Final Terms:

*Constant Percentage 1*

$$+ \text{Max} \left( \text{Global Floor Percentage}; \left[ \sum_{b=1}^B \frac{1}{K_b} * A_{(b)} * \sum_{k=1}^{K_b} \text{Talisman Value}_{(k,b)} \right] - \text{Strike Percentage} \right)$$

Where:

**"A<sub>(b)</sub>"** means the percentage specified as such in the applicable Final Terms;

**"B"** means the number specified as such in the applicable Final Terms, being the total number of Baskets;

**"Basket<sub>(b)</sub>"** or **"b"** means each basket specified in the applicable Final Terms and comprised of the Underlying References specified in the applicable Final Terms, from Basket<sub>(b=1)</sub> to Basket<sub>(b=B)</sub>;

**"K<sub>b</sub>"** means, in respect of a Basket<sub>(b)</sub>, the total number of Underlying References in such Basket<sub>(b)</sub>;

**"Talisman Value<sub>(k,b)</sub>"** means, in respect of a SPS Valuation Date, the relevant Basket<sub>(b)</sub> and the relevant Underlying Reference<sub>(k)</sub>, the absolute value of:

*Final Redemption Value<sub>(k,b)</sub> – AVRG Value;*

Where:

**"Final Redemption Value<sub>(k,b)</sub>"** means, in respect of a SPS Valuation Date, the relevant Basket<sub>(b)</sub> and the relevant Underlying Reference<sub>(k)</sub>, the Final Redemption Value in respect of such SPS Valuation Date and such Underlying Reference<sub>(k)</sub> comprised in such Basket<sub>(b)</sub>.

### **Description of the Payout**

*The Payout comprises an indexation to the average value of the Underlying Reference(s) when the average value is above the Strike Percentage, subject to a minimum level of the Global Floor Percentage.*

## **(e) Auto-Callable Products**

### **(i) Autocall Securities**

If the Securities are specified in the applicable Final Terms as being Autocall Securities:

(A) if the Final Redemption Condition is satisfied:

Constant Percentage1 + FR Exit Rate ; or

(B) if the Final Redemption Condition is not satisfied and no Knock-in Event has occurred:

Constant Percentage 2 + Coupon Airbag Percentage ; or

(C) if the Final Redemption Condition is not satisfied and a Knock-in Event has occurred:

Max (Constant Percentage 3 + Gearing x Option; 0%)

where:

**"EDS"** means Max (Floor Percentage, Min (Constant Percentage 4 – nEDS × Loss Percentage, 0%));

**"Forward"** means Final Redemption Value – Strike Percentage;

**"nEDS"** means the number of underlying Reference(s) in the Basket of Underlying References in respect of which the relevant Final Redemption Value is less than or equal to the EDS Barrier Percentage;

**"Option"** means Put, Put Spread, EDS, Range Accrual or Forward, as specified in the applicable Final Terms;

**"Option 2"** means Put, Put Spread, EDS, Forward or the percentage specified as such in the applicable Final Terms, as specified in the applicable Final Terms;

**"Put"** means Max(Strike Percentage – Final Redemption Value; 0);

**"Put Spread"** means Min (Max (Strike Percentage – Final Redemption Value; 0); Cap Percentage);

**"Range Accrual"** means  $\text{Min (Cap Percentage 1, Range Accrual Factor} \times \text{Range Accrual Count)} \times \text{Option 2}$ ;

**"Range Accrual Count"** means the total number of Range Accrual Valuation Dates in the Range Accrual Observation Period where the Final Redemption Value is (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the Range Accrual Level;

**"Range Accrual Factor"** means the percentage, amount or number specified as such in the applicable Final Terms, or, if not so specified, 1 divided by the total number of Range Accrual Valuation Dates in the Range Accrual Observation Period;

**"Range Accrual Level"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"Range Accrual Observation Period"** means the period specified as such in the applicable Final Terms; and

**"Range Accrual Valuation Date"** means each Averaging Date, Valuation Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms;

Provided That (aa) if the provisions of sub-paragraph (A) of this Payout Condition 1.2(e)(i) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Payout Condition 1.2(e)(i) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms or (cc) if the provisions of sub-paragraph (C) of this Payout Condition 1.2(e)(i) apply and Physical Delivery Option 3 is specified as applicable in the applicable Final Terms, no Final Redemption Amount or Settlement Amount, as applicable, will be payable and Physical Delivery will apply.

#### ***Description of the Payout***

*The Payout comprises:*

- *if the Final Redemption Condition is satisfied, a fixed percentage plus a final exit rate (equal to the FR Exit Rate);*
- *if the Final Redemption Condition is not satisfied and no Knock-In Event has occurred, a fixed percentage (that may differ from the above fixed percentage);*
- *if the Final Redemption Condition is not satisfied, a Knock-In Event has occurred and Option is Put or Put Spread no fixed percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage;*
- *if the Final Redemption Condition is not satisfied, a Knock-in Event has occurred and Option is Forward, no fixed percentage and indexation to the value of the Underlying Reference(s)*
- *if the Final Redemption Condition is not satisfied, a Knock-in Event has occurred and Option is EDS, a percentage that depends on how many*



*Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage; or*

- *if the Final Redemption Condition is not satisfied, a Knock-in Event has occurred and Option is Range Accrual, a percentage that depends on how many days the Underlying Reference(s) is above, equal to or below (as specified in the applicable Final Terms) the Range Accrual Level.*

*Physical Delivery may also apply.*

(ii) **Autocall One Touch Securities**

If the Securities are specified in the applicable Final Terms as being Autocall One Touch Securities:

- (A) if the Final Redemption Condition is satisfied:

Constant Percentage 1 + FR Exit Rate ;

- (B) if the Final Redemption Condition is not satisfied and a Knock-out Event has occurred:

Constant Percentage 2 + Coupon Airbag Percentage 1 ; or

- (C) if the Final Redemption Condition is not satisfied, no Knock-out Event has occurred and no Knock-in Event has occurred:

Constant Percentage 3 + Coupon Airbag Percentage 2 ; or

- (D) if the Final Redemption Condition is not satisfied and if no Knock-out Event has occurred but a Knock-in Event has occurred:

Max (Constant Percentage 4 + Gearing x Option; 0%)

where:

**"Option"** means Put, Put Spread or Forward as specified in the applicable Final Terms;

**"Forward"** means Final Redemption Value – Strike Percentage;

**"Put"** means Max (Strike Percentage – Final Redemption Value; 0); and

**"Put Spread"** means Min (Max (Strike Percentage – Final Redemption Value; 0); Cap Percentage).

**Description of the Payout**

*The Payout comprises:*

- *if the Final Redemption Condition is met satisfied, a fixed percentage plus a final exit rate (equal to the FR Exit Rate);*

- *if the Final Redemption Condition is not satisfied and a Knock-Out Event has occurred, a fixed percentage (that may differ from the above fixed percentage);*
- *if the Final Redemption Condition is not satisfied and no Knock-Out Event and no Knock-In Event has occurred, a fixed percentage (that may differ from the above fixed percentages); or*
- *if the Final Redemption Condition is not satisfied and no Knock-Out Event has occurred but a Knock-In Event has occurred, if Option is Put or Put Spread no fixed percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage; or if Option is Forward, no fixed percentage and indexation to the value of the Underlying Reference(s).*

(iii) **Autocall Standard Securities**

If the Securities are specified in the applicable Final Terms as Autocall Standard Securities:

- (A) If FR Barrier Value is greater than or equal to the Final Redemption Condition Level:
- 100% + FR Exit Rate; or
- (B) If FR Barrier Value is less than the Final Redemption Condition Level and no Knock-in Event has occurred:
- 100% + Coupon Airbag Percentage; or
- (C) If FR Barrier Value is less than the Final Redemption Condition Level and a Knock-in Event has occurred:
- Min (100%, Final Redemption Value).

***Description of the Payout***

*The Payout comprises:*

- *if the FR Barrier Value on the SPS FR Barrier Valuation Date is equal to or greater than the Final Redemption Condition Level, 100 per cent. plus a final exit rate (equal to the FR Exit Rate);*
- *if the FR Barrier Value on the SPS FR Barrier Valuation Date is less than the Final Redemption Condition Level and no Knock-in Event has occurred, 100 per cent. plus a fixed percentage; or*
- *if the FR Barrier Value on the SPS FR Barrier Valuation Date is less than the Final Redemption Condition Level and a Knock-in Event has occurred, the minimum of 100 per cent. and indexation to the value of the Underlying Reference(s).*

(f) **Indexation Products**

(i) **Certi plus: Booster Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Booster Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

Constant Percentage 1 + [Final Redemption Value + Additional Gearing x  
Max (Final Redemption Value - Strike Percentage, 0)]

(B) if Cap is specified as applicable in the applicable Final Terms:

Constant Percentage 1 + Min [Final Redemption Value + Additional Gearing x  
Max [(Final Redemption Value - Strike Percentage, 0), Cap Percentage]]

### ***Description of the Payout***

*If Cap is specified as not applicable the Payout comprises:*

- *indexation to the value of the Underlying Reference(s); and*
- *additional indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

*If Cap is specified as applicable the Payout provides a limited maximum upside and comprises:*

- *indexation to the value of the Underlying Reference(s);*
- *additional indexation to the value of the Underlying Reference(s) above the Strike Percentage; and*
- *subject to a cap of the Cap Percentage.*

### **(ii) Certi plus: Bonus Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Bonus Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + (Down Final Redemption Value); or

(y) if no Knock-out Event has occurred:

Constant Percentage 1 + [Max (Bonus Percentage, Up Final Redemption Value)]

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + [Down Final Redemption Value - Max (Down Final Redemption Value - Cap Percentage, 0)] ; or

(y) if no Knock-out Event has occurred:

Constant Percentage1 + [Max (Bonus Percentage, Up Final Redemption Value) - Max (Up Final Redemption Value - Cap Percentage, 0)]

**Description of the Payout**

*If Cap is specified as not applicable the Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) (this value may differ from the above value).*

*If Cap is specified as applicable the Payout provides limited maximum upside and comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage up to a maximum level. The maximum level is equal to the Cap Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) (this value may differ from the above value) up to a maximum level equal to the Cap Percentage.*

(iii) **Certi plus: Leveraged Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Leveraged Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage1 + [Final Redemption Value + Additional Gearing x Max (Final Redemption Value - Strike Percentage, 0) ]

; or

(y) if no Knock-out Event has occurred:

Constant Percentage1 + (Max(100%, 100% + (1 + Additional Gearing) x (Final Redemption Value - Strike Percentage)))

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage1 + Min [Cap Percentage, [Final Redemption Value + Additional Gearing x Max (Final Redemption Value - Strike Percentage, 0)]] ; or

(y) if no Knock-out Event has occurred:

Constant Percentage1 + Min [Cap Percentage, [Max (100%, 100% + (1 + Additional Gearing) x (Final Redemption Value - Strike Percentage))]]

**Description of Payout**

*If Cap is specified as not applicable the Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and leveraged indexation to the value of the Underlying Reference(s) above the Strike Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) plus additional indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

*If Cap is specified as applicable the Payout provides limited maximum upside and comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and leveraged indexation to the value of the Underlying Reference(s) above the Strike Percentage up to a maximum level equal to the Cap Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) plus additional indexation to the value of the Underlying Reference(s) above the Strike Percentage. The aggregate indexation is limited to a maximum level equal to the Cap Percentage.*

**(iv) Certi plus: Twin Win Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Twin Win Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + Max [0, Gear Down \* Final Redemption Value]; or

(y) if no Knock-out Event has occurred:

Constant Percentage 2 + Max[Max (Gear up 1\* (Strike Percentage – Final Redemption Value), Gear up 2\* (Final Redemption Value – Strike Percentage)), Floor Percentage]

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + [Min (Cap Percentage, Gear Down \* Final Redemption Value)]; or

(y) if no Knock-out Event has occurred:

Constant Percentage 2 + Max[Max (Gear up 1\* (Strike Percentage – Final Redemption Value), Min (CapPercentage – Strike Percentage, Gear up 2\* (Final Redemption Value – Strike Percentage))), Floor Percentage]

**Description of the Payout**

*If Cap is specified as not applicable the Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage, indexation to the value of the Underlying Reference(s) above the Strike Percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage in absolute terms; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s).*

*If Cap is specified as applicable the Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage, indexation to the value of the Underlying Reference(s) above the Strike Percentage and up to a maximum level equal to the Cap Percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage in absolute terms; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) up to a maximum level equal to the Cap Percentage.*

(v) **Certi plus: Super Sprinter Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Super Sprinter Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-in Event has occurred:

$\text{Constant Percentage 1} + \text{Final Redemption Value} + \text{Additional Gearing } x$  ; or  
 $\text{Max (Final Redemption Value - Strike Percentage, 0)}$

(y) if no Knock-in Event has occurred:

$\text{Constant Percentage 1} + \text{Final Redemption Value}$  .

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-in Event has occurred:

$\text{Constant Percentage 1} + [\text{Min (Cap Percentage, Final Redemption Value} + \text{Additional Gearing } x \text{ Max (Final Redemption Value - Strike Percentage, 0))}]$  ; or

(y) if no Knock-in Event has occurred:

$\text{Constant Percentage 1} + [\text{Min (Cap Percentage, Final Redemption Value)}]$

***Description of the Payout***

*If Cap is specified as not applicable the Payout comprises:*

- *indexation to the value of the Underlying Reference(s); and*
- *if a Knock-in Event occurs, additional indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

*If Cap is specified as applicable the Payout provides a limited maximum upside and comprises:*

- *indexation to the value of the Underlying Reference(s) up to a maximum level;*
- *if a Knock-in Event has occurred, additional indexation to the value of the Underlying Reference(s) above the Strike Percentage up to a maximum level; and*
- *a maximum payout equal to Constant Percentage 1 plus the Cap Percentage.*

(vi) **Certi plus: Generic Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Generic Securities:

Constant Percentage 1 + Gearing Up  $\times$  OptionUp + Gearing Down  $\times$  Option Down

where:

**"Down Call"** means Max (Down Final Redemption Value – Down Strike Percentage; Down Floor Percentage);

**"Down Call Spread"** means Min (Max (Down Final Redemption Value – Down Strike Percentage; Down Floor Percentage); Down Cap Percentage);

**"Down Forward"** means Down Final Redemption Value – Down Strike Percentage;

**"Down Put"** means Max (Down Strike Percentage – Down Final Redemption Value; Down Floor Percentage);

**"Down Put Spread"** means Min (Max (Down Strike Percentage – Down Final Redemption Value; Down Floor Percentage); Down Cap Percentage);

**"Option Down"** means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

**"Option Up"** means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

**"Up Call"** means Max (Up Final Redemption Value – Up Strike Percentage; Up Floor Percentage);

**"Up Call Spread"** means Min (Max (Up Final Redemption Value – Up Strike Percentage; Up Floor Percentage); Up Cap Percentage);

**"Up Forward"** means Up Final Redemption Value – Up Strike Percentage;

**"Up Put"** means Max (Up Strike Percentage – Up Final Redemption Value; Up Floor Percentage); and

**"Up Put Spread"** means Min (Max (Up Strike Percentage – Up Final Redemption Value; Up Floor Percentage); Up Cap Percentage).

**Description of the Payout**

*The Payout provides no guarantee of a fixed percentage and comprises:*

- *indexation to the value of the Underlying Reference(s) (through the Option Up which may be subject to a maximum level); and*
- *indexation to the value (this value may differ from the value above) of the Underlying Reference(s) through the Option Down which may be subject to a maximum level (which may differ from the maximum level above).*

**(vii) Certi plus: Generic Knock-in Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Generic Knock-in Securities:

(A) if no Knock-in Event has occurred:

Constant Percentage 1 + Gearing Up  $\times$  Option Up ; or

(B) if a Knock-in Event has occurred:

Constant Percentage 2 + Gearing Down  $\times$  Option Down ,

where:

**"Down Call"** means Max (Down Final Redemption Value – Down Strike Percentage; Down Floor Percentage);

**"Down Call Spread"** means Min (Max (Down Final Redemption Value – Down Strike Percentage; Down Floor Percentage); Down Cap Percentage);

**"Down Forward"** means Down Final Redemption Value – Down Strike Percentage;

**"Down Put"** means Max (Down Strike Percentage – Down Final Redemption Value; Down Floor Percentage);

**"Down Put Spread"** means Min (Max (Down Strike Percentage – Down Final Redemption Value; Down Floor Percentage); Down Cap Percentage);

**"Option Down"** means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

**"Option Up"** means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

**"Up Call"** means Max (Up Final Redemption Value – Up Strike Percentage; Up Floor Percentage);

**"Up Call Spread"** means Min (Max (Up Final Redemption Value – Up Strike Percentage; Up Floor Percentage); Up Cap Percentage);

**"Up Forward"** means Up Final Redemption Value – Up Strike Percentage;

**"Up Put"** means Max (Up Strike Percentage – Up Final Redemption Value; Up Floor Percentage); and



**"Up Put Spread"** means  $\text{Min} (\text{Max} (\text{Up Strike Percentage} - \text{Up Final Redemption Value}; \text{Up Floor Percentage}); \text{Up Cap Percentage})$ .

***Description of the Payout***

*The Payout comprises:*

- *if no Knock-in Event occurs, a fixed percentage and indexation to the value of the Underlying Reference(s) through the Option Up which may be subject to a maximum level; or*
- *if a Knock-in Event occurs, a fixed percentage indexation to the value of the Underlying Reference(s) (this may differ from the value above) through the Option Down which may be subject to a maximum level (which may differ from the maximum level above).*

(viii) **Certi plus: Generic Knock-out Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Generic Knock-out Securities:

(A) if no Knock-out Event has occurred:

Constant Percentage 1 + Gearing Up x Option Up; or

(B) if a Knock-out Event has occurred:

Constant Percentage 2 + Gearing Down x Option Down,

where:

**"Down Call"** means  $\text{Max} (\text{Down Final Redemption Value} - \text{Down Strike Percentage}; \text{Down Floor Percentage})$ ;

**"Down Call Spread"** means  $\text{Min} (\text{Max} (\text{Down Final Redemption Value} - \text{Down Strike Percentage}; \text{Down Floor Percentage}); \text{Down Cap Percentage})$ ;

**"Down Forward"** means  $\text{Down Final Redemption Value} - \text{Down Strike Percentage}$ ;

**"Down Put"** means  $\text{Max} (\text{Down Strike Percentage} - \text{Down Final Redemption Value}; \text{Down Floor Percentage})$ ;

**"Down Put Spread"** means  $\text{Min} (\text{Max} (\text{Down Strike Percentage} - \text{Down Final Redemption Value}; \text{Down Floor Percentage}); \text{Down Cap Percentage})$ ;

**"Option Down"** means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

**"Option Up"** means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

**"Up Call"** means  $\text{Max} (\text{Up Final Redemption Value} - \text{Up Strike Percentage}; \text{Up Floor Percentage})$ ;

**"Up Call Spread"** means  $\text{Min} (\text{Max} (\text{Up Final Redemption Value} - \text{Up Strike Percentage}; \text{Up Floor Percentage}); \text{Up Cap Percentage})$ ;

**"Up Forward"** means Up Final Redemption Value – Up Strike Percentage;

**"Up Put"** means Max (Up Strike Percentage – Up Final Redemption Value; Up Floor Percentage); and

**"Up Put Spread"** means Min (Max (Up Strike Percentage – Up Final Redemption Value; Up Floor Percentage); Up Cap Percentage).

***Description of the Payout***

*The Payout comprises:*

- *if no Knock-out Event occurs, a fixed percentage and indexation to the value of the Underlying Reference(s) through the Option Up which may be subject to a maximum level; or*
- *if a Knock-out Event occurs, a fixed percentage and indexation to the value of the Underlying Reference(s) (this value may differ from the value above) through the Option Down which may be subject to a maximum level (which may differ from the maximum level above).*

**(g) Ratchet Securities**

If the Securities are specified in the applicable Final Terms as being Ratchet Securities:

- (i) if Local Cap is specified as not applicable in the applicable Final Terms:

$$\text{Constant Percentage } 1 + \text{Max} \left( \sum_{q \text{ in } Q(i)} \text{Max}(\text{Final Redemption Value}(q) - \text{Strike Percentage}, \text{Local Floor Percentage}), \text{Global Floor Percentage} \right)$$

- (ii) if Local Cap is specified as applicable in the applicable Final Terms:

$$\text{Constant Percentage } 1 + \text{Max} \left( \sum_{q \text{ in } Q(i)} \text{Max}(\text{Min}(\text{Final Redemption Value}(q) - \text{Strike Percentage}, \text{Local Cap Percentage}), \text{Local Floor Percentage}), \text{Global Floor Percentage} \right)$$

***Description of the Payout***

*The Payout provides an amount equal to the sum of the Final Redemption Values above the Strike Percentage subject to a floor of the Global Floor Percentage. The Final Redemption Values are calculated on each SPS Valuation Date during the SPS Valuation Period and each may be subject to a Cap and/or a floor.*

**(h) Sum Securities**

If the Securities are specified in the applicable Final Terms as being Sum Securities:

$$\text{Constant Percentage } 1 + \sum_{a=1}^A \text{PW}_a \prod_{b=1}^B ([\text{Additional Final Payout}]_{a,b}) .$$

Where "PW" is the relevant Additional Final Payout Weighting;

"A" is the number specified as such in the applicable Final Terms; and

"B" is the number specified as such in the applicable Final Terms.

***Description of the Payout***

*The Payout comprises a weighted sum of two or more Payouts provided in the Conditions and specified in the applicable Final Terms.*

(i) **Capped and Floored Sum Securities**

If the Securities are specified in the applicable Final Terms as being Capped and Floored Sum Securities:

$$\text{Constant Percentage 1} + \text{Gearing} \times \text{Min}(\text{Cap Percentage}; \text{Max}(\text{Floor Percentage}; \sum_{a=1}^A \text{PW}_a \prod_{b=1}^B ([\text{Additional Final Payout}]_{a,b})))$$

Where:

"PW" is the relevant Additional Final Payout Weighting;

"A" is the number specified as such in the applicable Final Terms; and

"B" is the number specified as such in the applicable Final Terms.

**Description of the Payout**

*The Payout comprises a weighted sum of two or more Payouts provided in the Conditions and specified in the applicable Final Terms, subject to a cap and a floor.*

(j) **Option Max Securities**

If the Securities are specified in the applicable Final Terms as being Option Max Securities:

$$\text{Constant Percentage 1} + \text{Max}_{a=1}^A ([\text{Additional Final Payout}]_a)$$

where "A" is the number specified as such in the applicable Final Terms.

**Description of the Payout**

*The Payouts comprises a maximum of two or more Payouts provided in the Conditions and specified in the applicable Final Terms.*

(k) **Option Min Securities**

If the Securities are specified in the applicable Final Terms as being Option Min Securities:

$$\text{Constant Percentage 1} + \text{Min}_{a=1}^A ([\text{Additional Final Payout}]_a)$$

where "A" is the number specified as such in the applicable Final Terms.

**Description of the Payout**

*The Payout comprises a minimum of two or more Payouts provided in the Conditions and specified in the applicable Final Terms.*

(l) **Stellar Securities**

If the Securities are specified in the applicable Final Terms as being Stellar Securities:

$$\text{Max} \left( \text{Global Floor Percentage}, \frac{1}{K} \sum_{k=1}^K \text{Max} [\text{Local Floor Percentage}, \text{Min} (\text{Cap Percentage}, \text{Final Redemption Value}(k))] - \text{Strike Percentage} \right)$$

**Description of the Payout**

*The Payout comprises an amount equal to the sum of the Final Redemption Values above the Strike Percentage for each Underlying Reference in the basket (each such Final Redemption Value being subject to a minimum and a maximum level) subject to a minimum level of the Global Floor Percentage.*

**(m) Driver Securities**

If the Securities are specified in the applicable Final Terms as being Driver Securities:

$$\text{Max} \left( \text{Global Floor Percentage}, \frac{1}{K} \sum_{k=1}^K \text{Max} (\text{Floor Percentage}, \text{Modified Value}_{(k)}) - \text{Strike Percentage} \right)$$

Where:

"**Modified Value**<sub>(k)</sub>" is:

- (i) if the Final Redemption Value<sub>(k)</sub> is one of the *n* fixed greatest values in the basket of Underlying References:

Driver Percentage; or

- (ii) otherwise:

Final Redemption Value<sub>(k)</sub>.

**Description of the Payout**

*The Payout comprises an amount calculated by reference to the average performance of a basket of Underlying References above the Strike Percentage with the Underlying Reference with the "n fixed" highest value being replaced by a fixed percentage (the Driver Percentage), subject to a minimum level of the Global Floor Percentage.*

**(n) Transition Securities**

If the Securities are specified in the applicable Final Terms as being Transition Securities:

*Constant Percentage 1*

$$\begin{aligned} &+ \text{Initial Underlying Allocation} \\ &\times (\text{Final Redemption Value} - \text{Constant Percentage 2}) \\ &+ \sum_{y=1}^y \text{Invested Amount}_y \\ &\times \left( \frac{\text{Final Redemption Value}}{\text{Investment Strike Level}_y} - \text{Constant Percentage 3} \right) \end{aligned}$$

Where:

"**Base Invested Amount**" means the percentage specified as such in the applicable Final Terms;

**"Initial Underlying Allocation"** means the percentage specified as such in the applicable Final Terms;

**"Invested Amount<sub>0</sub>"** means the percentage specified as such in the applicable Final Terms;

**"Invested Amount<sub>y</sub>"** means a percentage equal to (i) the Multiplier multiplied by (ii) the Base Invested Amount, provided that, if no Transition Trigger Event has occurred on or before the SPS Redemption Valuation Date, Invested Amount<sub>y</sub> shall be the Invested Amount<sub>0</sub>;

**"Investment Strike Level<sub>y</sub>"** means the percentage specified as such in the applicable Final Terms;

**"Multiplier" or "y"** means the number beside the relevant Transition Trigger Level that has been the subject of the Transition Trigger Event last occurring on or prior to the SPS Redemption Valuation Date;

**"Single Transition Trigger Level"** means, in respect of a SPS Transition Valuation Date or a SPS Transition Valuation Period, the first Transition Trigger Level in the table that has not been the subject of a Transition Trigger Event prior to such SPS Transition Valuation Date or SPS Transition Valuation Period, as the case may be;

**"SPS Transition Valuation Date"** means each Averaging Date, Valuation Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"SPS Transition Valuation Period"** means each period specified as such in the applicable Final Terms;

**"Transition Trigger Event"** means that, in respect of a SPS Transition Valuation Date or a SPS Transition Valuation Period, the Transition Trigger Value in respect of such SPS Transition Valuation Date or SPS Transition Valuation Period is (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" any Transition Trigger Rate, as specified in the applicable Final Terms;

**"Transition Trigger Level"** means each percentage specified as such in the numbered table set out in the applicable Final Terms;

**"Transition Trigger Rate"** means (a) each Transition Trigger Level in the table set out in the applicable Final Terms that is (i) not a Transition Trigger Level that has been the subject of a Transition Trigger Event (a **"Triggered Transition Trigger Level"**) or (ii) (A) "greater than" or (B) "less than" a Triggered Transition Trigger Level, as specified in the applicable Final Terms, or (b) if "Single Trigger" is specified as applicable in the applicable Final Terms, the relevant Single Transition Trigger Level; and

**"Transition Trigger Value"** means, in respect of a SPS Transition Valuation Date or a SPS Transition Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

#### ***Description of the Payout***

*The Payout comprises:*

- *if a Transition Trigger Event has not occurred, a fixed percentage plus the Initial Underlying Allocation, multiplied by the performance of the Underlying Reference; or*
- *if at least one Transition Trigger Event has occurred, a fixed percentage plus the Initial Underlying Allocation, multiplied by the performance of the Underlying Reference, together with an Invested Amount, the level of which will depend on the Transition Trigger Level at which the Transition Trigger Event last occurring on or prior to the SPS Redemption Valuation Date has triggered, multiplied by the performance of the Underlying Reference divided by the Investment Strike Level less a fixed percentage.*

(o) **Cumulative Coupon Securities**

If the Securities are specified in the applicable Final Terms as being Cumulative Coupon Securities:

Constant Percentage 1 + Gearing x Final Cumulative Coupon

where:

**"Final Cumulative Coupon"** means, in respect of a SPS Valuation Date, (a) the sum of the values calculated for each Interest Period preceding the Final Interest Period as the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for such Interest Period plus (b) the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for the Final Interest Period; and

**"Final Interest Period"** means, in respect of a SPS Valuation Date, the Interest Period during which such SPS Valuation Date falls.

***Description of the Payout***

*The payout comprises:*

- *if Gearing is positive a fixed percentage equal to Constant Percentage 1 or, if Gearing is negative, no fixed percentage; and*
- *an amount calculated as the sum of each Interest Amount payable on the Securities. The Interest Amounts payable are calculated on the basis of the interest / premium amount rates provided in the Conditions and specified in the applicable Final Terms.*

If specified in the applicable Final Terms any Final Payout will be subject to a cap of the Maximum Final Payout and/or a floor of the Minimum Final Payout, in each case as specified in the applicable Final Terms.

(p) **Inflation and Rate Securities**

If the Securities are specified in the applicable Final Terms as being Inflation and Rate Securities:

*Constant Percentage 1*

$$+ \sum_{r=1}^R DCF_r \times \text{Min}\{\text{Constant Percentage 2}, \text{Max}([(Gearing 1 \times \text{Inflation}_{average}^r + Gearing 2 \times \text{Reference Rate}_{average}^r)] + \text{Constant Percentage 3}, \text{Constant Percentage 4})\}$$

Where:

"**DCF<sub>r</sub>**" means, in respect of an Inflation and Rate Calculation Period<sup>r</sup>, the Day Count Fraction for such Inflation and Rate Calculation Period<sup>r</sup>. The Day Count Fraction shall be determined by the Calculation Agent on the basis specified as such in the applicable Final Terms;

"**Gearing 1**" mean the percentage specified in the applicable Final Terms.

"**Gearing 2**" mean the percentage specified in the applicable Final Terms.

"**Inflation<sub>average</sub><sup>r</sup>**" means, in respect of an Inflation and Rate Valuation Dater, the rate determined by the Calculation Agent in accordance with the following formula:

$$\frac{1}{N} \times \sum_{m=1}^N CPI_m$$

Where:

"**CPI<sub>m</sub>**" means, in respect of an Inflation and Rate Valuation Dater and each Relevant Month<sub>m</sub>, the rate determined by the Calculation Agent in accordance with the following formula:

$$\frac{CPI\ Level_m}{CPI\ Level_{m-1}} - 1$$

"**CPI Level<sub>m</sub>**" means, in respect of an Inflation and Rate Valuation Date<sup>r</sup>, a Relevant Month<sub>m</sub> and the Inflation Index, the Relevant Level of such Inflation Index for the Reference Month of such Relevant Month<sub>m</sub>;

"**CPI Level<sub>m-i</sub>**" means, in respect of an Inflation and Rate Valuation Date<sup>r</sup>, a Relevant Month<sub>m</sub> and the Inflation Index, the Relevant Level of such Inflation Index for the Reference Month falling "i" calendar months prior to such Relevant Month<sub>m</sub>, where "i" is the number of calendar months specified in the applicable Final Terms;

"**N**" means the number of months specified in the applicable Final Terms; and

"**Relevant Month<sub>m</sub>**" means each of the N months from (and including) "A" calendar months prior to the month in which the Inflation and Rate Valuation Date<sup>r</sup> falls to (and including) "B" calendar months prior to the month in which the Inflation and Rate Valuation Date<sup>r</sup> falls, where "A" and "B" are the number of calendar months specified in the applicable Final Terms; and

"**Inflation and Rate Calculation Period Start Date<sup>r</sup>**" means, in respect of an Inflation and Rate Valuation Date<sup>r</sup>, the date specified as such in the applicable Final Terms, adjusted in

accordance with the relevant Business Day Convention, if so specified in the applicable Final Terms;

**"Inflation and Rate Calculation Period End Date"** means, in respect of an Inflation and Rate Valuation Date<sup>r</sup>, the date specified as such in the applicable Final Terms, adjusted in accordance with the relevant Business Day Convention, if so specified in the applicable Final Terms;

**"Inflation and Rate Calculation Period"** means, in respect of an Inflation and Rate Valuation Date<sup>r</sup>, the period from (and including) the Inflation and Rate Calculation Period Start Date<sup>r</sup> to (but excluding) the Inflation and Rate Calculation Period End Date<sup>r</sup>;

**"Inflation and Rate Valuation Date"** or **"r"** means each date specified as such in the applicable Final Terms, from r=1 to r=R;

**"R"** means the number specified as such in the applicable Final Terms, being the total number of Inflation and Rate Valuation Dates<sup>r</sup>;

**"Reference Rate average"** means, in respect of an Inflation and Rate Valuation Date<sup>r</sup>, the rate determined by the Calculation Agent in accordance with the following formula:

$$\frac{1}{d} \times \sum_{i=x}^y \text{Reference Rate}_i$$

Where:

**"d"** means, in respect of an Inflation and Rate Valuation Date<sup>r</sup>, the number of Relevant Business Days<sub>i</sub> from (and including) x to (and including) y;

**"Reference Rate<sub>i</sub>"** means, in respect of a Relevant Business Day<sub>i</sub>, the Reference Floating Rate Option in respect of such day appearing on the Reference Floating Rate Option Page at the Reference Floating Rate Option Time (the **"Original Reference Floating Rate"**), provided that if (i) the relevant rate does not appear on such page at such time, (ii) there has been a permanent or indefinite cancellation of the relevant rate, (iii) the relevant rate ceases to exist or ceases to be published permanently or indefinitely or (iv) it is unlawful or impracticable for the Calculation Agent to make any calculations or determinations using the relevant rate, the Calculation Agent may determine the relevant rate for such Relevant Business Day<sub>i</sub> acting in good faith and in a commercially reasonable manner at such time as it may select. In determining the relevant rate, the Calculation Agent may have regard to any sources(s) it considers appropriate, including, but not limited to:

- (i) any alternative rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency in which the relevant rate is denominated (each a **"Relevant Nominating Body"**), that is consistent with industry accepted standards, provided that, if two or more alternative rates are selected by any Relevant Nominating Body or the Calculation Agent, as applicable, shall determine which of those rates is most appropriate to preserve the economic features of the relevant Securities;
- (ii) any alternative rate that has replaced the Original Reference Floating Rate in customary market usage in the international debt capital markets for the



purposes of determining floating rates of interest on the same basis as the Original Reference Floating Rate; or

- (iii) such other rate as the Calculation Agent determines is most comparable to the Original Reference Floating Rate.

The Calculation Agent will apply such adjustments that are formally recommended by any Relevant Nominating Body or, if none, may determine any adjustments that are in customary market usage in the international debt capital markets needed to make the replacement rate comparable to the Original Reference Floating Rate, acting in good faith and in a commercially reasonable manner. The determination of a replacement rate and any applicable adjustments will (in the absence of manifest error) be final and binding, unless the Calculation Agent subsequently determines in respect of a Relevant Business Dayi that such rate is no longer comparable to the Original Reference Floating Rate or no longer constitutes an industry accepted successor rate, in which case, a new replacement rate shall be determined in accordance with paragraph (a), (b) or (c) above for each subsequent Relevant Business Dayi. If the Calculation Agent is unable to or otherwise does not determine a further replacement rate, then the rate will remain unchanged;

"x" means, in respect of an Inflation and Rate Valuation Dater, the first Relevant Business Day of the calendar month falling "AA" calendar months prior to such Inflation and Rate Valuation Dater, where "AA" is the number of calendar months specified in the applicable Final Terms; and

"y" means, in respect of a SPS Coupon Valuation Date, the last Relevant Business Day of the calendar month falling "BB" calendar month prior to such Inflation and Rate Valuation Dater, where "BB" is the number of calendar months specified in the applicable Final Terms.

#### ***Description of the Payout***

*The payout comprises:*

- (i) *a fixed percentage; and*
- (ii) *the sum of the indexation on the weighted average of the rates and inflation components for each observation period.*

### **1.3 Automatic Early Redemption Payouts, Call Payouts and Put Payouts**

#### **(a) Automatic Early Redemption Payout**

If Automatic Early Redemption is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs:

- (i) if SPS Automatic Early Redemption Payout is specified in the applicable Final Terms, the Automatic Early Redemption Payout shall be:

NA x (AER Redemption Percentage + AER Exit Rate)

- (ii) if SPS Target Automatic Early Redemption Payout is specified in the applicable Final Terms,

NA x (AER Redemption Percentage + AER CSN Rate)

- (iii) if SPS Transition Automatic Early Redemption Payout is specified in the applicable Final Terms,

$$NA \times \left[ \begin{aligned} &ER \text{ Constant Percentage 1} \\ &+ AER \text{ Underlying Allocation} \\ &\times (ER \text{ Value 1} - ER \text{ Constant Percentage 2}) \\ &+ \sum_{y=1}^y AER \text{ Invested Amount}_y \\ &\times \left( \frac{ER \text{ Value 2}}{AER \text{ Strike Level}_y} - ER \text{ Constant Percentage 3} \right) \end{aligned} \right]$$

Provided that if specified in the applicable Final Terms the SPS Automatic Early Redemption Payout, SPS Target Automatic Early Redemption Payout or SPS Transition Automatic Early Redemption Payout, as applicable, will be subject to a cap of the Maximum SPS Automatic Early Redemption Payout, Maximum SPS Target Automatic Early Redemption Payout or Maximum SPS Transition Automatic Early Redemption Payout, as applicable, and/or a floor of the Minimum SPS Automatic Early Redemption Payout, Minimum SPS Target Automatic Early Redemption Payout or Minimum SPS Transition Automatic Early Redemption Payout, as applicable, in each case specified in the applicable Final Terms.

(b) **Definitions for SPS Automatic Early Redemption Payouts**

"**AER Athena up Rate**" means:

- (i) if Cap is specified as applicable in the applicable Final Terms:

$$\text{Min} \left( \text{Max} \left( ER \text{ Floor Percentage}_{(i)}, ER \text{ Gearing}_{(i)} \times (ER \text{ Value}_{(i)} - ER \text{ Strike Percentage}_{(i)}) + ER \text{ Spread}_{(i)} \right), \right. \\ \left. ER \text{ Cap Percentage}_{(i)} + ER \text{ Constant Percentage}_{(i)} \right)$$

- (ii) if Cap is specified as not applicable in the applicable Final Terms:

$$\text{Max} \left( ER \text{ Floor Percentage}_{(i)}, ER \text{ Gearing}_{(i)} \times (ER \text{ Value}_{(i)} - ER \text{ Strike Percentage}_{(i)}) + ER \text{ Spread}_{(i)} \right) \\ + ER \text{ Constant Percentage}_{(i)}$$

"**AER Calculation Period**" means:

- (i) the period from (and including) the Interest Payment Date or Premium Amount Payment Date, as applicable, immediately preceding the Automatic Early Redemption Date (or if none the Issue Date) to (but excluding) the Automatic Early Redemption Date;
- (ii) if AER Calculation Strike Period is specified in the applicable Final Terms, the period from (but excluding) the Strike Date to (and including) the relevant Automatic Early Redemption Valuation Date;

"**AER CSN Rate**" means a percentage calculated as the product of the AER Rate and the applicable AER Day Count Fraction;

"**AER Day Count Fraction**" means the Day Count Fraction specified as such in the applicable Final Terms;

"**AER Exit Rate**" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, any of AER Rate, AER Athena up Rate or AER CSN Rate as specified in the applicable Final Terms;

**"AER Invested Amount<sub>0</sub>"** means the percentage specified as a such in the applicable Final Terms;

**"AER Invested Amount<sub>y</sub>"** means, in respect of a SPS ER Valuation Date, a percentage equal to (i) the ER Multiplier in respect of such SPS ER Valuation Date, multiplied by (ii) the Base Invested Amount, provided that, if no AER Transition Event has occurred on or before such SPS ER Valuation Date, AER Invested Amount<sub>y</sub> shall be the AER Invested Amount<sub>0</sub>;

**"AER Rate"** is as defined in Condition 7(r)(B) of the Notes or Condition 8(s)(b) of the Certificates, as applicable;

**"AER Redemption Percentage"** means the percentage specified as such in the applicable Final Terms;

**"AER Reference Rate"** means the floating rate specified as such in the applicable Final Terms;

**"AER Strike Level<sub>y</sub>"** means the percentage specified as such in the applicable Final Terms;

**"AER Transition Event"** means that, in respect of a SPS ER Transition Valuation Date or a SPS ER Transition Valuation Period, the AER Transition Value in respect of such SPS ER Transition Valuation Date or SPS ER Transition Valuation Period is (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" any AER Transition Rate, as specified in the applicable Final Terms;

**"AER Transition Level"** means each percentage specified as such in the numbered table set out in the applicable Final Terms;

**"AER Transition Rate"** means (a) each AER Transition Level in the table set out in the applicable Final Terms that is (i) not an AER Transition Level that has been the subject of an AER Transition Event (a **"Triggered AER Transition Level"**) or (ii) (A) "greater than" or (B) "less than" a Triggered AER Transition Level, as specified in the applicable Final Terms, or (b) if "Single Trigger" is specified as applicable in the applicable Final Terms, the relevant Single AER Transition Level;

**"AER Transition Value"** means, in respect of a SPS ER Transition Valuation Date or a SPS ER Transition Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"AER Underlying Allocation"** means the percentage specified as such in the applicable Final Terms;

**"Base Invested Amount"** means the percentage specified as such in the applicable Final Terms;

**"ER Cap Percentage"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

**"ER Constant Percentage"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

**"ER Constant Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"ER Constant Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"ER Constant Percentage 3"** means the percentage specified as such in the applicable Final Terms;

**"ER Floor Percentage"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

**"ER Gearing"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

**"ER Multiplier"** or **"y"** means, in respect of a SPS ER Valuation Date, the number beside the relevant AER Transition Level that has been the subject of the AER Transition Event last occurring on or prior to such SPS ER Valuation Date;

**"ER Spread"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

**"ER Strike Percentage"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

**"ER Value"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"ER Value 1"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"ER Value 2"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"SPS ER Transition Valuation Date"** means each Averaging Date, Valuation Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"SPS ER Transition Valuation Period"** means each period specified as such in the applicable Final Terms;

**"SPS ER Valuation Date"** means each Averaging Date, Valuation Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms, provided that, where Delta One ER Value is specified as applicable in the applicable Final Terms in respect of ER Value, ER Value 1 and/or ER Value 2, as the case may be, the SPS ER Valuation Date in respect of such ER Value, ER Value 1 and/or ER Value 2, as the case may be, shall be the ACT Day immediately following the relevant Automatic Early Redemption Valuation Date; and

**"SPS ER Valuation Period"** means each period specified as such in the applicable Final Terms.

(c) **Call Payouts**

If SPS Call Payout is specified in the applicable Final Terms, the Call Payout will be:

- (i) unless Call Fees or Call Sum Coupon are specified as applicable in the applicable Final Terms:

$$NA \times (\text{Call Redemption Percentage} + \text{Call Exit Rate}),$$

- (ii) If Call Fees is specified as applicable in the applicable Final Terms:

$$NA \times (\text{Call Redemption Percentage} + \text{Call Exit Rate}) - \text{Call Fees},$$

- (iii) if Call Sum Coupon is specified as applicable in the applicable Final Terms:

$$NA \times (\text{Call Redemption Percentage} + \text{Call Gearing} \times \text{Call Sum Coupon})$$

Provided in each case that, if specified in the applicable Final Terms, the SPS Call Payout will be subject to a cap of the Maximum SPS Call Payout and/or a floor of the Minimum SPS Call Payout, in each case specified in the applicable Final Terms.

(d) **Definitions for SPS Call Payouts**

"**Call Athena up Rate**" means:

- (i) if Cap is specified as applicable in the applicable Final Terms:

$\text{Min}(\text{Max}(\text{Call Floor Percentage}, \text{Call Gearing} \times (\text{Call Value} - \text{Call Strike Percentage}) + \text{Call Spread Percentage}), \text{Call Cap Percentage}) + \text{Call Constant Percentage}$   
if Cap is specified as not applicable in the applicable Final Terms:

$\text{Max}(\text{Call Floor Percentage}, \text{Call Gearing} \times (\text{Call Value} - \text{Call Strike Percentage}) + \text{Call Spread Percentage}) + \text{Call Constant Percentage}$

"**Call Calculation Period**" means the period from (and including) the Interest Payment Date or Premium Amount Payment Date, as applicable, immediately preceding the Optional Redemption Date (or if none the Issue Date) to (but excluding) the Optional Redemption Date;

"**Call Cap Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Call Constant Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Call CSN Rate**" means a percentage calculated as the product of the Call Rate and the applicable Day Count Fraction;

"**Call Exit Rate**" means any of Call Rate, Call Athena up Rate or Call CSN Rate as specified in the applicable Final Terms;

"**Call Fees**" means an amount equal to the product of (x) the Call Fees Rate and (y) the applicable Call Fees Day Count Fraction;

"**Call Fees Day Count Fraction**" means the Day Count Fraction specified as such in the applicable Final Terms;

"**Call Fees Period**" means the period from (and including) the Call Fees Period Beginning Date to (but excluding) the Call Fees Period Ending Date;

"**Call Fees Period Beginning Date**" means the Strike Date or, if not so specified, the date specified as such in the applicable Final Terms;

"**Call Fees Period Ending Date**" means the date specified as such in the applicable Final Terms or, if not so specified, the relevant Optional Redemption Valuation Date;

"**Call Fees Rate**" means the percentage specified as such in the applicable Final Terms;

"**Call Floor Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Call Gearing**" means the percentage specified as such in the applicable Final Terms;

"**Call Rate**" means the rate specified as such or determined in the manner set out in, the applicable Final Terms. If the applicable Final Terms specify that the Call Rate is to be determined by reference to a Screen Rate, the Call Rate shall be calculated pursuant to Condition 7(r)(D) of the Terms and Conditions of the Notes or 8(s)(D) of the Terms and Conditions of the Certificates (as applicable), save that references therein to "AER" shall be deemed to be references to "Call";

"**Call Redemption Percentage**" means the percentage specified as such in the applicable Final Terms;

**"Call Reference Rate"** means the floating rate specified as such in the applicable Final Terms;

**"Call Spread Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Call Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Call Sum Coupon"** means, in respect of the Optional Redemption Valuation Date, (a) the sum of the values calculated for each Interest Period preceding the Current Interest Period as the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case, for such Interest Period, plus (b) the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for the Current Interest Period;

**"Call Value"** means, in respect of an SPS Call Valuation Date or SPS Call Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Current Interest Period"** means, in respect of an Optional Redemption Valuation Date, the Interest Period during which such Optional Redemption Valuation Date falls;

**"SPS Call Valuation Date"** means each Averaging Date, Valuation Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

**"SPS Call Valuation Period"** means each period specified as such in the applicable Final Terms.

(e) **Put Payouts**

If SPS Put Payout is specified in the applicable Final Terms, the Put Payout will be:

- (i) if Put Fees is not specified as applicable in the applicable Final Terms:

$NA \times (\text{Put Redemption Percentage} + \text{Put Exit Rate}), \text{ or}$

- (ii) if Put Fees is specified as applicable in the applicable Final Terms:

$NA \times (\text{Put Redemption Percentage} + \text{Put Exit Rate}) - \text{Put Fees}$

Provided in each case that, if specified in the applicable Final Terms, the SPS Put Payout will be subject to a cap of the Maximum SPS Put Payout and/or a floor of the Minimum SPS Put Payout, in each case specified in the applicable Final Terms.

(f) **Definitions for SPS Put Payouts**

**"Put Athena up Rate"** means:

- (i) if Cap is specified as applicable in the applicable Final Terms:

$\text{Min}(\text{Max}(\text{Put Floor Percentage}, \text{Put Gearing} \times (\text{Put Value} - \text{Put Strike Percentage} + \text{Put Spread Percentage} + \text{Put Cap Percentage} + \text{Put Constant Percentage}))$

- (ii) if Cap is specified as not applicable in the applicable Final Terms:

$\text{Max}(\text{Put Floor Percentage}, \text{Put Gearing} \times (\text{Put Value} - \text{Put Strike Percentage} + \text{Put Spread Percentage} + \text{Put Constant Percentage}))$

**"Put Calculation Period"** means the period from (and including) the Interest Payment Date or Premium Amount Payment Date, as applicable, immediately preceding the relevant Optional Redemption Date (or if none the Issue Date) to (but excluding) the relevant Optional Redemption Date;

**"Put Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Put Constant Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Put CSN Rate"** means a percentage calculated as the product of the Put Rate and the applicable Day Count Fraction;

**"Put Exit Rate"** means any of Put Rate, Put Athena up Rate or Put CSN Rate as specified in the applicable Final Terms;

**"Put Fees"** means an amount equal to the product of (x) the Put Fees Rate and (y) the applicable Put Fees Day Count Fraction;

**"Put Fees Day Count Fraction"** means the Day Count Fraction specified as such in the applicable Final Terms;

**"Put Fees Period"** means the period from (and including) the Put Fees Period Beginning Date to (but excluding) the Put Fees Period Ending Date;

**"Put Fees Period Beginning Date"** means the Strike Date or, if not so specified, the date specified as such in the applicable Final Terms;

**"Put Fees Period Ending Date"** means the date specified as such in the applicable Final Terms or, if not so specified, the relevant Optional Redemption Valuation Date;

**"Put Fees Rate"** means the percentage specified as such in the applicable Final Terms;

**"Put Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Put Gearing"** means the percentage specified as such in the applicable Final Terms;

**"Put Rate"** means the rate specified as such or determined in the manner set out in, the applicable Final Terms. If the applicable Final Terms specify that the Put Rate is to be determined by reference to a Screen Rate, the Put Rate shall be calculated pursuant to Condition 7(r)(D) of the Terms and Conditions of the Notes or 8(s)(D) of the Terms and Conditions of the Certificates (as applicable), save that references therein to "AER" shall be deemed to be references to "Put";

**"Put Redemption Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Put Reference Rate"** means the floating rate specified as such in the applicable Final Terms;

**"Put Spread Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Put Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Put Value"** means, in respect of an SPS Put Valuation Date or SPS Put Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"SPS Put Valuation Date"** means each Averaging Date, Valuation Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

**"SPS Put Valuation Period"** means each period specified as such in the applicable Final Terms.

(g) **Automatic Early Entitlement Amount**

If Automatic Early Redemption and SPS Accumulator AER Payout are specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs, the Automatic Early Entitlement Amount shall be:

$$\sum_{i=1}^{I_{AER}} [Daily\ AER\ Share_{(i)} + Daily\ AER\ Additional\ Share_{(i)}]$$

provided that, the Automatic Early Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered, plus an amount payable by the Issuer equal to:

$$NA - AER\ Number \times FX_{AER} \times Strike\ Percentage \times Underlying\ Reference\ Strike\ Price.$$

(h) **Definitions for SPS Accumulator AER Payout**

"**AER Accumulator Condition**" means that, in respect of an AER Accumulator Valuation Date, the Underlying Reference Value in respect of such day is (i) "greater than", (ii) "less than", (iii) "equal to or greater than" or (iv) "less than or equal to", as specified in the applicable Final Terms, the AER Accumulator Level;

"**AER Accumulator Level**" means the percentage, amount or number specified as such in the applicable Final Terms;

"**AER Accumulator Period**" means the period from (but excluding) the Strike Date to (and including) the relevant Automatic Early Redemption Valuation Date;

"**AER Accumulator Valuation Date**" means each Scheduled Trading Day in the AER Accumulator Period;

"**AER Additional Share Value**" means the number specified as such in the applicable Final Terms;

"**AER Number**" is equal to the Automatic Early Entitlement Amount for the relevant Automatic Early Redemption Valuation Date;

"**Daily AER Additional Share<sub>(i)</sub>**" means, in respect of an AER Accumulator Valuation Date:

- (i) if the AER Accumulator Condition is satisfied in respect of such AER Accumulator Valuation Date, the AER Additional Share Value; or
- (ii) if the AER Accumulator Condition is not satisfied in respect such AER Accumulator Valuation Date, zero;

"**Daily AER Share<sub>(i)</sub>**" means the number specified as such in the applicable Final Terms;

"**FX<sub>AER</sub>**" means the Underlying Reference FX Level on the relevant Automatic Early Redemption Valuation Date (or if that is not a Business Day the immediately succeeding Business Day); and

"**I<sub>AER</sub>**" means the total number of in the AER Accumulator Period.

1.4 **SPS Entitlement Amounts**

The following Entitlement Amounts (each an "**Entitlement Amount**") will apply to the Securities if specified in the applicable Final Terms, subject as provided in Payout Condition 1.4(c) below:



**(a) Delivery of Worst-Performing Underlying**

If Delivery of Worst-Performing Underlying is specified as applicable in the applicable Final Terms:

$$NA \times (\text{Redemption Payout} / \text{Worst Performing Underlying Reference Closing Price Value}_{(i)}) \times FX_{(i)}$$

Where:

**"Worst Performing Underlying Reference Closing Price Value<sub>(i)</sub>"** is the Underlying Reference Closing Price Value<sub>(i)</sub> on the relevant SPS Valuation Date in respect of the Underlying Reference with the Worst Value on such date; and

**"FX<sub>(i)</sub>"** is the relevant Underlying Reference FX Level<sub>(i)</sub> on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

**(b) Delivery of Best-Performing Underlying**

If Delivery of Best-Performing Underlying is specified as applicable in the applicable Final Terms:

$$NA \times (\text{Redemption Payout} / \text{Best Performing Underlying Reference Closing Price Value}_{(i)}) \times FX_{(i)}$$

Where:

**"Best-Performing Underlying Reference Closing Price Value<sub>(i)</sub>"** is the Underlying Reference Closing Price Value<sub>(i)</sub> on the relevant SPS Valuation Date in respect of the Underlying Reference with the Best Value on such date; and

**"FX<sub>(i)</sub>"** is the relevant Underlying Reference FX Level on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

**(c) Delivery of the Underlying**

If Delivery of the Underlying is specified as applicable in the applicable Final Terms;

$$NA \times (\text{Redemption Payout} / \text{Underlying Reference Closing Price Value}) \times FX_{(i)}$$

Where:

**"Underlying Reference Closing Price Value"** is the Underlying Reference Closing Price Value on the relevant SPS Valuation Date; and

**"FX<sub>(i)</sub>"** is the relevant Underlying Reference FX Level on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

**(d) Delivery of Basket Underlying**

If Delivery of Basket Underlying is specified as applicable in the applicable Final Terms, the sum of each Basket Entitlement Amount calculated in respect of each Underlying Reference(k) in the Basket.

Where:

**"Basket Entitlement Amount"** means an amount in respect of each Underlying Reference(k) calculated in accordance with the following formula:

Basket Entitlement Amount =  $NA \times (\text{Underlying Reference Weighting}(k) / \text{Underlying Reference Strike Price}(k)) \times FX(k,i)$

"**FX(k,i)**" is the relevant Underlying Reference FX Level on the relevant SPS Valuation Date (or if that is not a Business Day the immediately succeeding Business Day) in respect of such Underlying Reference(k);

"**Underlying Reference Strike Price(k)**" means the Underlying Reference Strike Price in respect of such Underlying Reference(k); and

"**Underlying Reference Weighting(k)**" means the Underlying Reference Weighting in respect of such Underlying Reference(k).

(e) **Delivery of Accumulator Underlying**

If Delivery of Accumulator Underlying is specified as applicable in the applicable Final Terms:

$$\sum_{i=1}^I [\text{Daily Share}_i + \text{Additional Daily Share}_i]$$

Where:

"**Accumulator Condition**" means that, in respect of an Accumulator Valuation Date, the Underlying Reference Value for such day is (i) "greater than", (ii) "less than", (iii) "equal to or greater than" or (iv) "less than or equal to", as specified in the applicable Final Terms, the Accumulator Level;

"**Accumulator Level**" means the percentage, amount or number specified as such in the applicable Final Terms;

"**Accumulator Period**" means the period from (but excluding) the Strike Date to (and including) the SPS Redemption Valuation Date;

"**Accumulator Valuation Date**" means each Scheduled Trading Day in the Accumulator Period;

"**Additional Share Value**" means the number specified as such in the applicable Final Terms;

"**Daily Additional Share<sub>(i)</sub>**" means, in respect of an Accumulator Valuation Date:

- (i) if the Accumulator Condition is satisfied in respect of such Accumulator Valuation Date, the Additional Share Value; or
- (ii) if the Accumulator Condition is not satisfied in respect of such Accumulator Valuation Date, zero;

"**Daily Share(i)**" means the number specified as such in the applicable Final Terms; and

"**I**" means the total number of Accumulator Valuation Dates in the Accumulator Period.

(f) **Rounding and Residual Amount**

- (i) Unless Delivery of Basket Underlying or Delivery of Accumulator Underlying is specified as applicable in the applicable Final Terms, the Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered and in lieu thereof the Issuer will pay an amount equal to:

$$NA \times \text{Redemption Payout} - \sum_{k=1}^K \text{Number}(k,i) * FX_{(k,i)} * \text{Underlying Reference Closing Price Value}_{(k,i)}$$

Where:

"**FX(k,i)**" is the relevant Underlying Reference FX Level on the relevant SPS Valuation Date (or if that is not a Business Day the immediately succeeding Business Day);

"**Number (k,i)**" is equal to the Entitlement Amount for the relevant Underlying Reference <sub>(k)</sub> and SPS Valuation Date<sub>(i)</sub>; and

"**Underlying Reference Closing Price Value<sub>(k,i)</sub>**" is the Underlying Reference Closing Price Value<sub>(i)</sub> on the relevant SPS Valuation Date in respect of the relevant Underlying Reference <sub>(k)</sub>;

- (ii) If Delivery of Basket Underlying is specified as applicable in the applicable Final Terms, the Entitlement Amount will be rounded down on a per Underlying Reference basis with each Underlying Reference(k) being rounded down to the nearest unit of each Relevant Asset capable of being delivered and in lieu thereof the Issuer will pay an amount in respect of each Underlying Reference in the Basket equal to:

$$NA \times \text{Redemption Payout} - \sum_{k=1}^K [\text{Number}_{(k,i)} \times FX_{(k,i)} \times \text{Underlying Reference Closing Price Value}_{(k,i)}]$$

Where:

"**FX<sub>(k,i)</sub>**" is the relevant Underlying Reference FX Level on the relevant SPS Valuation Date (or if that is not a Business Day the immediately succeeding Business Day);

"**Number<sub>(k,i)</sub>**" is equal to the Basket Entitlement Amount for the relevant Underlying Reference(k) and SPS Valuation Date(i); and

"**Underlying Reference Closing Price Value(k,i)**" is the Underlying Reference Closing Price Value(i) on the relevant SPS Valuation Date in respect of the relevant Underlying Reference(k).

- (iii) If Delivery of Accumulator Underlying is specified as applicable in the applicable Final Terms, the Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered and the Issuer will also pay an amount equal to:

$$NA \times FX \times \text{Strike Percentage} \times \text{Underlying Reference Strike Price}$$

Where:

"**FX**" means the Underlying Reference FX Level on the relevant SPS Valuation Date (or if that is not a Business Day the immediately succeeding Business Day); and

"**Number**" is equal to the Entitlement Amount for the relevant SPS Valuation Date.

**1.5 Definitions for SPS Coupon/Premium Amount Rates and FR Exit Rate****(a) Definitions for SPS Coupon / Premium Amount Rates**

**"AC Digital Coupon Barrier Level Down"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"AC Digital Coupon Barrier Level Up"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"AC Digital Coupon Condition"** means:

- (i) if Barrier Up is specified as applicable in the applicable Final Terms, that the DC Barrier Value for the relevant SPS Coupon Valuation Date is (i) equal to or greater than the relevant AC Digital Coupon Barrier Level Down and (ii) less than or equal to the relevant AC Digital Coupon Barrier Level Up; or
- (ii) if Barrier Up is specified as not applicable in the applicable Final Terms, that the DC Barrier Value for the relevant SPS Coupon Valuation Date is equal to or greater than AC Digital Coupon Barrier Level Down;

**"AC Digital Day"** means a calendar day, Business Day, Exchange Business Day, Hybrid Business Day, Scheduled Trading Day, SPS Coupon Valuation Date or other day specified as such in the applicable Final Terms;

**"Additional Coupon"** means each Coupon Rate, Rate or Premium Amount Rate or Divider Additional Coupon specified as such in the applicable Final Terms;

**"Barrier Condition"** means that Coupon Value for the relevant Underlying Reference for the relevant SPS Valuation Date is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Barrier Level;

**"Barrier Level"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"Constant Percentage"** means the percentage specified as such in the applicable Final Terms.

**"Coupon Value"** means, in respect of an SPS Coupon Valuation Date or SPS Coupon Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Coupon Weighting"** means the number, amount or percentage specified as such in the applicable Final Terms;

**"DC Barrier Value"** means, in respect of a SPS Coupon Valuation Date or SPS Coupon Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"DC Event Value"** means, in respect of a Digital Coupon Event Determination Date or Digital Coupon Event Determination Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Digital Coupon Condition"** means that the DC Barrier Value for the relevant SPS Coupon Valuation Date or SPS Coupon Valuation Period is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Barrier Level;

**"Digital Coupon Event"** means that the DC Event Value for the relevant Digital Coupon Event Determination Date or Digital Event Determination Period is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Digital Coupon Event Level;

**"Digital Coupon Event Determination Date"** means (a) each date, (b) each Scheduled Trading Day falling in the Digital Coupon Event Determination Period, (c) each Scheduled Custom Index Business Day falling in the Digital Coupon Event Determination Period, (d) each Fund Business Day falling in the Digital Coupon Event Determination Period, (e) each Business Day falling in the Digital Coupon Event Determination Period or (f) each Commodity Business Day falling in the Digital Coupon Event Determination Period, specified as such in the applicable Final Terms;

**"Digital Coupon Event Determination Period"** means each period specified as such in the applicable Final Terms;

**"Digital Coupon Event Level"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"Divider Additional Coupon"** means a value equal to 1 divided by the relevant Coupon Rate, Rate or Premium Amount Rate, as specified in the applicable Final Terms;

**"Driver Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Final Redemption Condition Level"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"Final Redemption Condition Level 2"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"nfixed"** means the number specified as such in the applicable Final Terms;

**"Rate"** means, in respect of a SPS Coupon Valuation Date or SPS Coupon Valuation Period:

- (i) the fixed rate specified in or the floating rate calculated as provided in, the applicable Final Terms; or
- (ii) the Vanilla Call Rate or Vanilla Call Spread Rate specified in the applicable Final Terms.

**"Snowball Barrier Value"** means, in respect of a SPS Coupon Valuation Date or SPS Coupon Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Snowball Date"** means (i) if Single Snowball Digital Coupon Condition is specified as applicable in the applicable Final Terms, each date on which the Snowball Digital Coupon Condition is satisfied or the last day of any SPS Coupon Valuation Period in respect of which the Snowball Digital Coupon Condition is satisfied, (ii) if Alternative Snowball Digital Coupon Condition is specified as applicable in the applicable Final Terms, each SPS Coupon Valuation Date or the last day of any SPS Coupon Valuation Period in respect of which the Snowball Digital Coupon Condition is satisfied and/or a Snowball Digital Coupon Event has ever occurred or (iii) if Cumulative Snowball Digital Coupon Condition is specified as applicable in the applicable Final Terms, each SPS Coupon Valuation Date or the last day of any SPS Coupon Valuation Period in respect of which the Snowball Digital Coupon Condition is satisfied and a Snowball Digital Coupon Event has ever occurred;

**"Snowball DC Event Value"** means, in respect of a Snowball Digital Coupon Event Determination Date or Snowball Digital Coupon Event Determination Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Snowball Digital Coupon Condition"** means that the Snowball Barrier Value for the relevant SPS Coupon Valuation Date or SPS Coupon Valuation Period is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Snowball Level;

**"Snowball Digital Coupon Event"** means, that the Snowball DC Event Value for the relevant Snowball Digital Coupon Event Determination Date or a Snowball Digital Coupon Event Determination Period is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Snowball Digital Coupon Event Level;

**"Snowball Digital Coupon Event Determination Date"** means (a) each date, (b) each Scheduled Trading Day falling in the Snowball Digital Coupon Event Determination Period, (c) each Scheduled Custom Index Business Day falling in the Snowball Digital Coupon Event Determination Period, (d) each Fund Business Day falling in the Snowball Digital Coupon Event Determination Period, (e) each Business Day falling in the Snowball Digital Coupon Event Determination Period or (f) each Commodity Business Day falling in the Snowball Digital Coupon Event Determination Period, specified as such in the applicable Final Terms;

**"Snowball Digital Coupon Event Determination Period"** means each period specified as such in the applicable Final Terms;

**"Snowball Digital Coupon Event Level"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"Snowball Level"** means the percentage specified as such in the applicable Final Terms;

**"Spread"** means the percentage specified as such in the applicable Final Terms;

**"SPS Coupon Valuation Date"** means each AC Digital Day, Averaging Date, Valuation Date, Pricing Date, Settlement Price Date and/or Underlying Interest Determination Date specified as such in the applicable Final Terms;

**"SPS Coupon Valuation Period"** means the period specified as such in the applicable Final Terms;

**"Vanilla Call Rate"** means:

$\text{Constant Percentage}_{(i)} + \text{Gearing}_{(i)} * \text{Max} (\text{Coupon Value}_{(i)} - \text{Strike Percentage}_{(i)} + \text{Spread}_{(i)}, \text{Floor Percentage}_{(i)})$ ; and

**"Vanilla Call Spread Rate"** means:

$\text{Constant Percentage}_{(i)} + \text{Gearing}_{(i)} * \text{Min} (\text{Max} (\text{Coupon Value}_{(i)} - \text{Strike Percentage}_{(i)} + \text{Spread}_{(i)}, \text{Floor Percentage}_{(i)}); \text{Cap Percentage}_{(i)})$  .

**(b) Definitions for FR Exit Rate**

**"FR Athena up Rate"** means:

- (i) if Cap is specified as applicable in the applicable Final Terms:

$\text{Min} (\text{Max} (\text{FR Floor Percentage}, \text{FR Gearing} \times (\text{FR Value} - \text{FR Strike Percentage}) + \text{FR Spread}), \text{FR Cap Percentage}) + \text{FR Constant Percentage}$

- (ii) if Cap is specified as not applicable in the applicable Final Terms:

$\text{Max}(\text{FR Floor Percentage}, \text{FR Gearing} \times (\text{FR Value} - \text{FR Strike Percentage}) + \text{FR Spread}) + \text{FR Constant Percentage}$

**"FR Calculation Period"** means the period from (and including) the Interest Payment Date or Premium Amount Payment Date, as applicable, immediately preceding the Final Valuation Date (or if none the Issue Date) to (but excluding) the Final Valuation Date;

**"FR Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FR Constant Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FR CSN Rate"** means a percentage calculated as the product of the FR Rate and the applicable FR Day Count Fraction;

**"FR Day Count Fraction"** means the Day Count Fraction specified as such in the applicable Final Terms;

**"FR Exit Rate"** means any of FR Rate, FR Athena up Rate or FR CSN Rate as specified in the applicable Final Terms;

**"FR Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FR Gearing"** means the percentage specified as such in the applicable Final Terms;

**"FR Rate"** means the rate specified as such or determined in the manner set out in, the applicable Final Terms. If the applicable Final Terms specify that the FR Rate is to be determined by reference to a Screen Rate, the FR Rate shall be calculated pursuant to Condition 7(r)(D) of the Terms and Conditions of the Notes or 8(s)(D) of the Terms and Conditions of the Certificates (as applicable), save that references therein to "AER" shall be deemed to be references to "FR";

**"FR Redemption Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FR Reference Rate"** means the floating rate specified as such in the applicable Final Terms;

**"FR Spread"** means the percentage specified as such in the applicable Final Terms;

**"FR Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FR Value"** means, in respect of an SPS FR Valuation Date or SPS FR Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Min Coupon"** means the percentage specified as such in the applicable Final Terms;

**"SPS FR Barrier Valuation Date"** means each Averaging Date, Valuation Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"SPS FR Barrier Valuation Period"** means each period specified as such in the applicable Final Terms;

**"SPS FR Valuation Date"** means each Averaging Date, Valuation Date, Pricing Date, Underlying Interest Determination Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

**"SPS FR Valuation Period"** means each period specified as such in the applicable Final Terms.

## 1.6 Simple Value and Performance Definitions for SPS Coupon/Premium Amount Rates, Payouts and Entitlement Amounts

### (a) Basic Value Definitions

**"Count Observation Value"** means, in respect of a SPS Valuation Date, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Count Value"** means, in respect of a SPS Valuation Period, the number of SPS Valuation Dates during such SPS Valuation Period in respect of which the Count Observation Value is (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to", as specified in the applicable Final Terms, the Count Barrier;

**"FX Value"** means, in respect of an Underlying Reference and a day, a value equal to:

- (i) the Underlying Reference FX Level for such day divided by the Underlying Reference FX Strike Level;
- (ii) if Inverse FX Value is specified in the applicable Final Terms, the Underlying Reference FX Strike Level divided by the Underlying Reference FX Level for such day; or
- (iii) if Underlying Reference FX Hedged Value is specified in the applicable Final Terms, the Underlying Reference FX Hedged Value for such day divided by the Underlying Reference FX Strike Level; or
- (iv) if Underlying Reference FX (TWAP) Level is specified in the applicable Final Terms, the Underlying Reference FX (TWAP) Level for such day divided by the Underlying Reference FX Strike Level;

**"Underlying Reference Closing Price Value"** means, in respect of a SPS Valuation Date:

- (i) if the relevant Underlying Reference is an Index, the Closing Level;
- (ii) if the relevant Underlying Reference is a Custom Index, the Closing Level;
- (iii) if the relevant Underlying Reference is a Share, the Closing Price or the Italian Securities Reference Price, as specified in the applicable Final Terms;
- (iv) if the relevant Underlying Reference is an ETI, the Settlement Price;
- (v) if the relevant Underlying Reference is a Commodity or a Commodity Index, the Relevant Price;
- (vi) if the relevant Underlying Reference is a Fund (other than a Euro Fund), the NAV per Fund Share;
- (vii) if the relevant Underlying Reference is a Fund Index, the Settlement Price;
- (viii) if the relevant Underlying Reference is a Euro Fund, the Gross Rate of Return or the Provisional Minimum Rate, as specified in the applicable Final Terms, as of the most recent Euro Fund Valuation Date;
- (ix) if the relevant Underlying Reference is an Underlying Interest Rate, the Underlying Interest Rate;
- (x) if the relevant Underlying Reference is a Currency, the Settlement Price;



- (xi) if the relevant Underlying Reference is an Inflation Index, the Relevant Level; or
- (xii) if the relevant Underlying Reference is a Debt Security, the Settlement Price,

in each case in respect of such day, provided that, if (i) VWAP Underlying Reference Value is specified as applicable in the applicable Final Terms, the Underlying Reference Closing Price Value will be the VWAP Value in respect of the Underlying Reference in respect of such day or (ii) TWAP Underlying Reference Value is specified as applicable in the applicable Final Terms, the Underlying Reference Closing Price Value will be the TWAP Value in respect of the Underlying Reference in respect of such day.

**"Underlying Reference Opening Price Value"** means, in respect of a SPS Valuation Date:

- (i) if the relevant Underlying Reference is an Index, the official opening level of such Index calculated and published by the Index Sponsor;
- (ii) if the relevant Underlying Reference is a Share, the official opening price of such Share quoted on the relevant Exchange for such Share;
- (iii) if the relevant Underlying Reference is an ETI, the official opening price quoted on the relevant Exchange for such ETI Interest;
- (iv) if the relevant Underlying Reference is a Commodity, the official opening price quoted on the relevant Exchange for such Commodity; and
- (v) if the relevant Underlying Reference is a Commodity Index, the official opening level of such Commodity Index reported in or by, or capable of being determined from information reported in or by, the relevant Price Source.

**"Underlying Reference FX Hedged Value"** means, in respect of an Underlying Reference and a day, the rate determined by the Calculation Agent in accordance with the following formula:

$$\text{Underlying Reference FX Hedged Value}_t = \text{Underlying Reference FX Hedged Value}_{t-1} \times \left[ \left( 1 + \frac{\text{Index}_t \times \text{FX}_t}{\text{Index}_{t-1} \times \text{FX}_{t-1}} - \frac{\text{FX}_t}{\text{FX}_{t-1}} \right) \right]$$

Provided That the Underlying Reference FX Hedged Value on the Strike Date is the rate specified in the applicable Final Terms as the Initial Underlying Reference FX Hedged Value.

Where:

**"FX<sub>t</sub>"** means, in respect of a day, the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms on such day or if such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day or, if such rate of exchange is not available from such sources at such time, the rate of exchange determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, provided that FX<sub>t</sub> on the Strike Date is the rate specified in the applicable Final Terms as FX Initial;

**"FX<sub>t-1</sub>"** means, in respect of a day, FX<sub>t</sub> on the Scheduled Custom Index Business Day immediately preceding such day;

**"Index<sub>t</sub>"** means, in respect of a day, the level of the relevant Custom Index published by the Index Sponsor in respect of such day or if such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day as determined by

the Calculation Agent, provided that if the level of the Custom Index is not calculated and announced by the Index Sponsor on such day, the Calculation Agent shall determine the level of such Custom Index in good faith and in a commercially reasonable manner, provided that Index on the Strike Date is the level specified in the applicable Final Terms as Index Initial Value;

**"Index<sub>t-1</sub>"** means, in respect of a day, Index<sub>t</sub> on the Scheduled Custom Index Business Day immediately preceding such day;

**"TWAP Value"** means, in respect of an Underlying Reference, the arithmetic average of (i) in the case of Share Linked Securities, the Intraday Prices or (ii) in the case of Index Linked Securities, the Intraday Levels observed at each TWAP Interval during the TWAP Period, as determined by the Calculation Agent, subject as provided in the definition of "TWAP Period";

Where:

**"TWAP End Time"** means the time specified as such in the applicable Final Terms or, if not so specified, 11:59:59 p.m. (CET);

**"TWAP Interval"** means every minute, every 5 minutes, every 10 minutes or such other interval of time, as specified in the applicable Final Terms;

**"TWAP Period"** means the period from (and including) the TWAP Start Time to (but excluding) the TWAP End Time on a SPS Valuation Date, provided that, if that the Issuer and/or the Swap Counterparty and/or any of their respective Affiliates acting in good faith and in a commercially reasonable manner is unable to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any relevant hedging arrangements required to calculate any Intraday Price or Intraday Level, as applicable, in respect of the relevant period, then the period for determining the TWAP Value shall be extended to the earlier of (i) such time at which the Issuer and/or any of its Affiliates is able to acquire, establish, re-establish, substitute, maintain, unwind or dispose of such hedging arrangements and (ii) the TWAP End Time on the following Scheduled Trading Day, provided further that, if the Issuer and/or the Swap Counterparty or any of their respective Affiliates acting in good faith and in a commercially reasonable manner is unable to acquire, establish, re-establish, substitute, maintain, unwind or dispose of such hedging arrangements as aforesaid, subject as provided in Condition 7(o) (in the case of Notes), Condition 7(e) (in the case of Warrants or Condition 8(o) (in the case of Certificates), the TWAP Value for such TWAP Period shall be a value calculated by the Calculation Agent acting in good faith and in a commercially reasonable manner as the time weighted average price of the relevant Underlying Reference for such period having regard to the then prevailing market conditions, the last calculated time weighted average price and such other factors as the Calculation Agent determines relevant;

**"TWAP Start Time"** means the time specified as such in the applicable Final Terms or, if not so specified, 00:00:01 a.m. (CET);

**"Underlying Reference FX Level"** means, in respect of an Underlying Reference and a day, the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms for such Underlying Reference on such day;

**"Underlying Reference FX Strike Level"** means in respect of an Underlying Reference:

- (i) the rate specified as such in the applicable Final Terms; or
- (ii) if FX Closing Level is specified as applicable in the applicable Final Terms, the Underlying Reference FX Level for such Underlying Reference on the Strike Date; or

- (iii) if FX Maximum Level is specified as applicable in the applicable Final Terms, the greatest Underlying Reference FX Level for such Underlying Reference for all the Strike Days in the Strike Period; or
- (iv) if FX Minimum Level is specified as applicable in the applicable Final Terms, the lowest Underlying Reference FX Level for such Underlying Reference for all the Strike Days in the Strike Period; or
- (v) if FX Average Level is specified as applicable in the applicable Final Terms, the arithmetic average of the Underlying Reference FX Levels for such Underlying Reference for all the Strike Days in the Strike Period;

**"Underlying Reference FX (TWAP) Level"** means, in respect of an Underlying Reference and a day, the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms for such Underlying Reference on such day, provided that, if the TWAP Period in respect of such day is postponed in accordance with the proviso to the definition of "TWAP Period", the Underlying Reference FX (TWAP) Level in respect of such Underlying Reference shall be the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) as aforesaid, determined at the time selected by the Calculation Agent on the date on which the TWAP Value in respect of such day is calculated;

**"Underlying Reference Strike Price"** means, in respect of an Underlying Reference:

- (i) the amount specified as such in the applicable Final Terms; or
- (ii) if Strike Price Closing Value is specified as applicable in the applicable Final Terms, the Underlying Reference Closing Price Value for such Underlying Reference on the Strike Date; or
- (iii) if Strike Price Maximum Value is specified as applicable in the applicable Final Terms, the greatest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period; or
- (iv) if Strike Price Minimum Value is specified as applicable in the applicable Final Terms, the lowest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period; or
- (v) if Strike Price Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Underlying Reference Closing Price Values for such Underlying Reference for all the Strike Days in the Strike Period; or
- (vi) if Barrier Strike Price Closing Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the Underlying Reference Closing Price Value for such Underlying Reference on the Strike Date and (y) the Barrier Percentage Strike Price; or
- (vii) if Barrier Strike Price Maximum Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the greatest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period and (y) the Barrier Percentage Strike Price; or
- (viii) if Barrier Strike Price Minimum Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the lowest Underlying Reference Closing Price

Value for such Underlying Reference for all the Strike Days in the Strike Period and (y) the Barrier Percentage Strike Price; or

- (ix) if Barrier Strike Price Average Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the arithmetic average of the Underlying Reference Closing Price Values for such Underlying Reference for all the Strike Days in the Strike Period and (y) the Barrier Percentage Strike Price; or
- (x) if Strike Price Opening Value is specified as applicable in the applicable Final Terms, the Underlying Reference Opening Price Value for such Underlying Reference on the Strike Date,

provided in each case that, unless the Underlying Reference Strike Price is an amount specified in the applicable Final Terms in accordance with limb (i) above, if:

- (a) Capped Strike is specified as applicable in the applicable Final Terms, the Underlying Reference Strike Price will be capped at the Strike Cap, such that if the Underlying Reference Strike Price determined in accordance with the above provisions would be greater than the Strike Cap, the Underlying Reference Strike Price shall instead be the Strike Cap; and/or
- (b) Floored Strike is specified as applicable in the applicable Final Terms, the Underlying Reference Strike Price will be floored at the Strike Floor, such that if the Underlying Reference Strike Price determined in accordance with the above provisions would be less than the Strike Floor, the Underlying Reference Strike Price shall instead be the Strike Floor.

Where:

**"Strike Cap"** means the amount specified as such in the applicable Final Terms or, if not so specified, an amount equal to the product of (x) the Strike Cap Level and (y) the Underlying Reference Strike Initial Value;

**"Strike Cap Level"** means the percentage specified as such in the applicable Final Terms;

**"Strike Floor"** means the amount specified as such in the applicable Final Terms or, if not so specified, an amount equal to the product of (x) the Strike Floor Level and (y) the Underlying Reference Strike Initial Value;

**"Strike Floor Level"** means the percentage specified as such in the applicable Final Terms;

**"Underlying Reference Strike Initial Value"** means, in respect of an Underlying Reference, the Underlying Reference Closing Price Value for such Underlying Reference on the Strike Date; and

**"VWAP Value"** means, in respect of an Underlying Reference and a day, the volume weighted average price of such Underlying Reference on such day published by the VWAP Source at the VWAP Specified Time, as determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner, provided that, if, in the determination of the Calculation Agent, no such volume weighted average price can be determined in respect of such day, the VWAP Value for such day shall be a value determined by the Calculation Agent acting in good faith and in a commercially reasonable manner as the volume weighted average price of such Underlying Reference for such day having regard to the then prevailing market conditions, the last published volume weighted average price and such other factors as the Calculation Agent determines relevant.

Where:

**"VWAP Specified Time"** means the time specified in the applicable Final Terms; and

**"VWAP Source"** means the source specified as such in the applicable Final Terms.

(b) **Mono Underlying Reference Value Definitions**

**"Conditional Value"** means:

- (a) if the Conditional Value Condition is satisfied in respect of an Underlying Reference and a SPS Valuation Date:

Upper Conditional Value; or

- (b) if the Conditional Value Condition is not satisfied in respect of an Underlying Reference and a SPS Valuation Date:

Lower Conditional Value;

**"Performance"** means, in respect of an Underlying Reference and a SPS Valuation Date, (a) the Underlying Reference Value for such Underlying Reference in respect of such day minus (b) 100 per cent.;

**"Restrike Performance"** means, in respect of an Underlying Reference and a SPS Valuation Date (a) (i) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such day (ii) divided by the Underlying Reference Closing Price Value for such Underlying Reference in respect of the immediately preceding SPS Valuation Date (b) less 100 per cent.;

**"Underlying Reference EndDay Closing Value"** means, in respect of an Underlying Reference and a SPS Valuation Date, the Underlying Reference Closing Price Value for such Underlying Reference on the date (the **"SPS EndDay Valuation Date"**) falling nEnd days after such SPS Valuation Date;

**"Underlying Reference Intraday Price Value"** means:

- (i) if the relevant Underlying Reference is an Index, the Intraday Level; or
- (ii) if the relevant Underlying Reference is a Share, an ETI, a Commodity or a Commodity Index, the Intraday Price;

**"Underlying Reference Intraday Value"** means, in respect of an Underlying Reference and a SPS Valuation Date, (a) (i) the Underlying Reference Intraday Price Value for such Underlying Reference in respect of such SPS Valuation Date (ii) divided by the relevant Underlying Reference Strike Price, and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value;

**"Underlying Reference Restrike Value"** means, in respect of an Underlying Reference and a SPS Valuation Date (a) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such day divided by (b) the Underlying Reference Closing Price Value for such Underlying Reference in respect of the immediately preceding SPS Valuation Date;

**"Underlying Reference StartDay Closing Value"** means, in respect of an Underlying Reference and a SPS Valuation Date, the Underlying Reference Closing Price Value for such Underlying Reference on the date (the **"SPS StartDay Valuation Date"**) falling nStart days prior to such SPS Valuation Date;

**"Underlying Reference TOM Restrike Value"** means, in respect of an Underlying Reference and a SPS Valuation Date (a) the Underlying Reference EndDay Closing Value for such Underlying

Reference in respect of such day divided by (b) Underlying Reference StartDay Closing Value for such Underlying Reference in respect of such day;

**"Underlying Reference TOM Value"** means, in respect of an Underlying Reference and a SPS Valuation Date, the product of all Underlying Reference TOM Restrike Values for all SPS Valuation Dates prior to and including such SPS Valuation Date in respect of an Underlying Reference; and

**"Underlying Reference Value"** means, in respect of an Underlying Reference and a SPS Valuation Date, (a) (i) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such SPS Valuation Date (ii) divided by the relevant Underlying Reference Strike Price and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value, or, if Underlying Reference Inverse Value is specified as applicable in the applicable Final Terms, Underlying Reference Value shall mean, in respect of an Underlying Reference and a SPS Valuation Date, (a) (i) the relevant Underlying Reference Strike Price (ii) divided by the Underlying Reference Closing Price Value for such Underlying Reference in respect of such SPS Valuation Date and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value.

(c) **Multi Underlying Reference Value Definitions**

**"Basket of Underlying References"** means the Basket of Indices, Basket of Shares, ETI Basket, Basket of Debt Securities, Basket of Commodities, or other basis of reference to which the value of the relevant Securities may relate, as specified in the applicable Final Terms;

**"Basket Value"** means, in respect of a SPS Valuation Date, the sum of the values calculated for each Underlying Reference in the Basket of Underlying References as (a) the Underlying Reference Value for such Underlying Reference in respect of such SPS Valuation Date multiplied by (b) the relevant Underlying Reference Weighting;

**"Best Conditional Value"** means, in respect of a SPS Valuation Date, the highest Conditional Value for any Underlying Reference in the Basket in respect of such SPS Valuation Date;

**"Best Delta One Div Mono Value"** means, in respect of an ACT Day, the highest Delta One Div Mono Value for any Underlying Reference in the Basket in respect of such ACT Day;

**"Best Intraday Value"** means, in respect of a SPS Valuation Date, the highest Underlying Reference Intraday Value for any Underlying Reference in respect of such SPS Valuation Date;

**"Best Value"** means, in respect of a SPS Valuation Date, the highest Underlying Reference Value for any Underlying Reference in the Basket of Underlying References in respect of such SPS Valuation Date;

**"Combination Value"** means, in respect of a SPS Valuation Date:

$$\text{Constant Percentage } 1 + \sum_{a=1}^A \text{Value Weighting}_a \prod_{b=1}^B ([\text{Final Redemption Value}]_{a,b})$$

provided that, if "Absolute Value" is specified as applicable in the applicable Final Terms, the Combination Value will be the absolute value of the value calculated in accordance with the formula above.

Where:

**"A"** means the number specified as such in the applicable Final Terms;

**"a"** means the number specified as such in the applicable Final Terms;

**"B"** means the number specified as such in the applicable Final Terms;

"**b**" means the number specified as such in the applicable Final Terms; and

"**Value Weighting**" means the number, amount or percentage specified as such in the applicable Final Terms;

"**Combination Capped and Floored Value**" means, in respect of a SPS Valuation Date:

(i) if "Absolute Value" is not specified as applicable in the applicable Final Terms:

Constant Percentage 1  
+ Gearing

× Min(Cap Percentage; Max(Floor Percentage;  $\sum_{a=1}^A \text{Value Weighting}_a \prod_{b=1}^B ([\text{Final Redemption Value}]_{a,b}))$ ); or

(ii) if "Absolute Value" is specified as applicable in the applicable Final Terms:

Constant Percentage 1 + Gearing ×  
Min(Cap Percentage; Max(Floor Percentage; CombiAbs Value))

Where:

"**A**" means the number specified as such in the applicable Final Terms;

"**a**" means the number specified as such in the applicable Final Terms;

"**B**" means the number specified as such in the applicable Final Terms;

"**b**" means the number specified as such in the applicable Final Terms;

"**CombiAbs Value**" means, in respect of the relevant SPS Valuation Date, the absolute value of:

$$\sum_{a=1}^A \text{Value Weighting}_a \prod_{b=1}^B ([\text{Final Redemption Value}]_{a,b}); \text{ and}$$

"**Value Weighting**" means the number, amount or percentage specified as such in the applicable Final Terms;

"**Option Max Value**" means, in respect of a SPS Valuation Date:

Constant Percentage 1 +  $\max_{a=1 \text{ to } A} [\text{Final Redemption Value}]_a$

Where:

"**A**" is the number specified as such in the applicable Final Terms; and

"**a**" is the number specified as such in the applicable Final Terms;

"**Option Min Value**" means, in respect of a SPS Valuation Date:

Constant Percentage 1 +  $\min_{a=1 \text{ to } A} [\text{Final Redemption Value}]_a$

Where:

"**A**" is the number specified as such in the applicable Final Terms; and

"**a**" is the number specified as such in the applicable Final Terms;

**"Rainbow Value"** means, in respect of a SPS Valuation Date, the sum of the values calculated for each Underlying Reference in the Basket of Underlying References as (a) the Ranked Value for such Underlying Reference in respect of such SPS Valuation Date multiplied by (b) the relevant Underlying Reference Weighting;

**"Ranked Value"** means, in respect of a SPS Valuation Date, the Underlying Reference Value in respect of the Underlying Reference with the Ranking in respect of such SPS Valuation Date set out in the applicable Final Terms;

**"Ranking"** means, in respect of an SPS Valuation Date, the ordinal positioning of each Underlying Reference by Underlying Reference Value from lowest Underlying Reference Value to greatest Underlying Reference Value in respect of such SPS Valuation Date;

**"Worst Conditional Value"** means, in respect of a SPS Valuation Date, the lowest Conditional Value for any Underlying Reference in the Basket of Underlying References in respect of such SPS Valuation Date;

**"Worst Delta One Div Mono Value"** means, in respect of an ACT Day, the lowest Delta One Div Mono Value for any Underlying Reference in the Basket in respect of each ACT Day;

**"Worst Intraday Value"** means, in respect of a SPS Valuation Date, the lowest Underlying Reference Intraday Value for any Underlying Reference in respect of such SPS Valuation Date; and

**"Worst Value"** means, in respect of a SPS Valuation Date, the lowest Underlying Reference Value for any Underlying Reference in the Basket of Underlying References in respect of such SPS Valuation Date.

(d) **Underlying Reference Volatility Hedged Value**

**"Underlying Reference Volatility Hedged Value"** means, in respect of an ACT Day, the rate determined by the Calculation Agent in accordance with the following formula:

- (i) if Excess Return is specified as applicable in the applicable Final Terms, in accordance with the following formula:

$$\begin{aligned} \text{Underlying Reference Volatility Hedged Value}_t = & \\ & \text{Underlying Reference Volatility Hedged Value}_{t-1} \times \left[ \text{Constant Percentage 1} + \right. \\ & W_{t-1} \left( \frac{\text{BasketER}_t}{\text{BasketER}_{t-1}} - \text{Constant Percentage 2} \right) + (1 - W_{t-1}) \times \left( \text{Constant Percentage 3} + \right. \\ & \left. \left. \text{Leverage Rate}_{t-1} \times \frac{\text{Act}(t-1,t)}{360} \right) \right] \times \left[ 1 - \text{AF} \times \frac{\text{Act}(t-1,t)}{360} \right]; \text{ or} \end{aligned}$$

- (ii) if Total Return is specified as applicable in the applicable Final Terms, in accordance with the following formula:

$$\begin{aligned} \text{Underlying Reference Volatility Hedged Value}_t = & \\ & \text{Underlying Reference Volatility Hedged Value}_{t-1} \times \left[ \text{Constant Percentage 1} + \right. \\ & W_{t-1} \left( \frac{\text{Basket}_t}{\text{Basket}_{t-1}} - \text{Constant Percentage 2} \right) + (1 - W_{t-1}) \times \left( \text{Constant Percentage 3} + \right. \\ & \left. \left. (\text{Reference Rate}_{t-1} + \text{Leverage Rate}_{t-1}) \times \frac{\text{Act}(t-1,t)}{360} \right) \right] \times \left[ 1 - \text{AF} \times \frac{\text{Act}(t-1,t)}{360} \right], \end{aligned}$$

provided that the Underlying Reference Volatility Hedged Value on the Strike Date is Underlying Reference Volatility Hedged Value<sub>0</sub>.

(e) **Underlying Reference Volatility Hedged Value Definitions**



"**ACT Day**" or "**t**" means each day that is an Underlying Reference Valuation Day and a Strategy Business Day.

"**Act<sub>(t-1,t)</sub>**" means, in respect of an ACT Day, the number of calendar days from (but excluding) the ACT Day immediately preceding such ACT Day to (and including) such ACT Day.

"**AF**" means the percentage specified as such in the applicable Final Terms.

"**Basket<sub>t-s</sub><sup>t\*</sup>**" means a hypothetical basket of Underlying References, which the Calculation Agent will use to determine the volatility of the Basket over the preceding x ACT Days where Vol<sub>x</sub><sub>t</sub> applies or the preceding y ACT Days where Voly<sub>t</sub> applies and is calculated in accordance with the following formula:

$$Basket_{t-s}^{t*} = \sum_{k=1}^n NS_k^t \times Level_{k,t-s}$$

"**BasketER<sub>0</sub>**" means 1.

"**BasketER<sub>t</sub>**" means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$BasketER_t = BasketER_{t-1} \times \left[ \frac{Basket_t}{Basket_{t-1}} - Reference Rate_{t-1} \times \frac{Act_{(t-1,t)}}{360} \right]$$

provided that BasketER<sub>t</sub> for the Initial ACT Day will be BasketER<sub>0</sub>.

"**BasketER<sub>t-1</sub>**" means, in respect of an ACT Day, the BasketER<sub>t</sub> for the ACT Day immediately preceding such day.

"**Basket<sub>t</sub>**" means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$Basket_t = Basket_{t-1} \times \left[ 1 + \sum_{k=1}^n P_k \left( \frac{Level_{k,t}}{Level_{k,t-1}} - 1 \right) \right]$$

provided that Basket<sub>t</sub> for the Initial ACT Day will be Basket Level<sub>0</sub>.

"**Basket<sub>t-1</sub>**" means, in respect of an ACT Day, Basket<sub>t</sub> for the ACT Day immediately preceding such day.

"**Basket Level<sub>0</sub>**" means 1.

"**Factor**" means:

- (a) if Reference Rate Factor is specified as applicable in the applicable Final Terms, a percentage determined by the Calculation Agent in accordance with the following formula:

$$Factor = AF + Reference Rate_{t-1}; \text{ or}$$

- (b) if Reference Rate Factor is not specified as applicable in the applicable Final Terms, a percentage equal to AF.

"**FX Level<sub>k,t</sub>**" means, in respect of an Underlying Reference and an ACT Day, the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms in respect of such Underlying Reference on such ACT Day, provided that if

such rate of exchange is not available from such sources at such time, the rate of exchange determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, provided that  $FX\ Level_{k,t}$  on the Strike Date is the rate specified in the applicable Final Terms as FX Initial.

**"Initial ACT Day"** means the day falling y ACT Days immediately preceding the Strike Date or if that is not an ACT Day and (i) if Preceding ACT Day is specified in the applicable Final Terms, the immediately preceding ACT Day or (ii) if Succeeding ACT Day is specified in the applicable Final Terms, the immediately succeeding ACT Day.

**"Level<sub>k,t</sub>"** means, in respect of an Underlying Reference and an ACT Day, (a) the Underlying Reference Closing Price Value in respect of such day, provided that, if there is no Underlying Reference Closing Price Value in respect of such day or such day is a Disrupted Day (in the case of Index Linked Securities, Custom Index Securities, Share Linked Securities, ETI Linked Securities, Debt Linked Securities or Currency Linked Securities) or a Commodity Disrupted Day (in the case of Commodity Linked Securities) (such day a **"Disrupted Level Day"**); and:

- (i) if "Following ACT Day" is specified in the applicable Final Terms,  $Level_{k,t}$  will be the Underlying Reference Closing Price Value for the next succeeding ACT Day which is not a Disrupted Level Day; or
- (ii) if "Preceding ACT Day" is specified in the applicable Final Terms,  $Level_{k,t}$  will be the Underlying Reference Closing Price Value for the immediately preceding ACT Day which is not a Disrupted Level Day,

and (b) if FX Conversion is specified as applicable in the applicable Final Terms for Underlying Reference k, multiplied by  $FX\ Level_{k,t}$ .

**"Level<sub>k,t-1</sub>"** means, in respect of an Underlying Reference and an ACT Day, the Underlying Reference Closing Price Value on the immediately preceding ACT Day.

**"Leverage Floating Rate"** means, in respect of an ACT Day, the Leverage Floating Rate Option in respect of the Rate Calculation Date for such day appearing on the Leverage Floating Rate Option Page at the Leverage Floating Rate Option Time (the **"Original Leverage Floating Rate"**), provided that if (i) the relevant rate does not appear on such page at such time, (ii) there has been a permanent or indefinite cancellation of the relevant rate, (iii) the relevant rate ceases to exist or ceases to be published permanently or indefinitely or (iv) it is unlawful or impracticable for the Calculation Agent to make any calculations or determinations using the relevant rate, the Calculation Agent may determine the relevant rate for such ACT Day acting in good faith and in a commercially reasonable manner at such time as it may select. In determining the relevant rate, the Calculation Agent may have regard to any sources(s) it considers appropriate, including, but not limited to:

- (a) any alternative rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency in which the relevant rate is denominated (each a **"Relevant Nominating Body"**), that is consistent with industry accepted standards, provided that, if two or more alternative rates are selected by any Relevant Nominating Body, the Calculation Agent shall determine which of those rates is most appropriate to preserve the economic features of the relevant Securities;
- (b) any alternative rate that has replaced the Original Leverage Floating Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest on the same basis as the Original Leverage Floating Rate; or

- (c) such other rate as the Calculation Agent determines is most comparable to the Original Leverage Floating Rate.

The Calculation Agent will apply such adjustments that are formally recommended by any Relevant Nominating Body or, if none, may determine any adjustments that are in customary market usage in the international debt capital markets needed to make the replacement rate comparable to the Original Leverage Floating Rate<sub>0</sub>, acting in good faith and in a commercially reasonable manner.

The determination of a replacement rate and any applicable adjustments will (in the absence of manifest error) be final and binding, unless the Calculation Agent subsequently determines in respect of an ACT Day that such rate is no longer comparable to the Original Leverage Floating Rate or no longer constitutes an industry accepted successor rate, in which case, a new replacement rate shall be determined in accordance with paragraph (a), (b) or (c) above for each subsequent ACT Day. If the Calculation Agent is unable to or otherwise does not determine a further replacement rate, then the rate will remain unchanged.

**"Leverage Floating Rate Option"** means the relevant rate and designated maturity specified as such in the applicable Final Terms or each successor page or source as determined by the Calculation Agent.

**"Leverage Floating Rate Option Page"** means the page or price source specified as such in the applicable Final Terms.

**"Leverage Floating Rate Option Time"** means the time specified as such in the applicable Final Terms.

**"Leverage Rate<sub>t-1</sub>"** means, in respect of an ACT Day:

- (i) the fixed rate specified in the applicable Final Terms;
- (ii) the Leverage Floating Rate for such day as specified in the applicable Final Terms; or
- (iii) if W Leverage Rate is specified as applicable in the applicable Final Terms and (x) W<sub>t-1</sub> is greater than 100 per cent., the fixed rate specified in the applicable Final Terms, or (y) W<sub>t-1</sub> is equal to or less than 100 per cent, 0 per cent.

**"ln"** means natural logarithm.

**"Max Exposure"** means the percentage specified as such in the applicable Final Terms.

**"Min Exposure"** means the percentage specified as such in the applicable Final Terms.

**"n"** means the number of Underlying References in the Basket.

**"NS<sub>k</sub><sup>t</sup>"** means, in respect of an Underlying Reference and an ACT Day, the amount determined by the Calculation Agent in accordance with the following formula:

$$NS_k^t = P_k \times \frac{Basket_t}{Level_{k,t}}$$

**"P<sub>k</sub>"** means the relevant Underlying Reference Weighting.

**"Rate Calculation Date"** means, in respect of an ACT Day, the ACT Day immediately preceding such day.

**"Reference Floating Rate"** means, in respect of an ACT Day, the Reference Floating Rate Option in respect of the Rate Calculation Date for such day appearing on the Reference Floating Rate Option

Page at the Reference Floating Rate Option Time (the "**Original Reference Floating Rate**"), provided that if (i) or if the relevant rate does not appear on such page at such time, (ii) there has been a permanent or indefinite cancellation of the relevant rate, (iii) the relevant rate ceases to exist or ceases to be published permanently or indefinitely or (iv) it is unlawful or impracticable for the Calculation Agent to make any calculations or determinations using the relevant rate, the Calculation Agent may determine the relevant rate for such Relevant Business Day acting in good faith and in a commercially reasonable manner at such time as it may select. In determining the relevant rate, the Calculation Agent may have regard to any sources(s) it considers appropriate, including, but not limited to:

- (a) any alternative rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency in which the relevant rate is denominated (each a "**Relevant Nominating Body**"), that is consistent with industry accepted standards, provided that, if two or more alternative rates are selected by any Relevant Nominating Body, the Calculation Agent shall determine which of those rates is most appropriate to preserve the economic features of the relevant Securities.
- (b) any alternative rate that has replaced the Original Reference Floating Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest on the same basis as the Original Reference Floating Rate; or
- (c) such other rate as the Calculation Agent determines is most comparable to the Original Reference Floating Rate.

The Calculation Agent will apply such adjustments that are formally recommended by any Relevant Nominating Body or, if none, may determine any adjustments that are in customary market usage in the international debt capital markets needed to make the replacement rate comparable to the Original Reference Floating Rate<sub>0</sub>, acting in good faith and in a commercially reasonable manner.

The determination of a replacement rate and any applicable adjustments will (in the absence of manifest error) be final and binding, unless the Calculation Agent subsequently determines in respect of a Relevant Business Day that such rate is no longer comparable to the Original Reference Floating Rate or no longer constitutes an industry accepted successor rate, in which case, a new replacement rate shall be determined in accordance with paragraph (a), (b) or (c) above for each subsequent Relevant Business Day. If the Calculation Agent is unable to or otherwise does not determine a further replacement rate, then the rate will remain unchanged;

**"Reference Floating Rate Option"** means the relevant rate and designated maturity specified as such in the applicable Final Terms.

**"Reference Floating Rate Option Page"** means the page or price source specified as such in the applicable Final Terms or each successor page or source as determined by the Calculation Agent.

**"Reference Floating Rate Option Time"** means the time specified as such in the applicable Final Terms.

**"Reference Rate<sub>t-1</sub>"** means, in respect of an ACT Day, the fixed rate specified in the applicable Final Terms or the Reference Floating Rate for such day as specified in the applicable Final Terms.

**"Strategy 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 Strategy Business Day Centre(s).

**"Strategy Business Day Centre(s)"** means the place(s) specified as such in the applicable Final Terms.

"**Target Volatility**" means the percentage specified as such in the applicable Final Terms.

"**Tolerance**" means the percentage specified as such in the applicable Final Terms.

"**Underlying Reference Valuation Date**" means a calendar day, Business Day, Exchange Business Day, Hybrid Business Day, Scheduled Trading Day, Custom Index Business Day, Fund Business Day, Settlement Price Date, SPS Valuation Date or other day specified as such in the applicable Final Terms.

"**Underlying Reference Volatility Hedged Value<sub>0</sub>**" means 1.

"**Underlying Reference Volatility Hedged Value<sub>t-1</sub>**" means, in respect of an ACT Day, the Underlying Reference Volatility Hedged Value on the ACT Day immediately preceding such day.

"**Vol<sub>x</sub><sub>t</sub>**" means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$Volx_t = \sqrt{252} \times \sqrt{\frac{x}{x-1} \times \left[ \frac{1}{y} \sum_{q=1}^{q=x} \left( \ln \left( \frac{Basket_{t-x+q}^{t*}}{Basket_{t-x+q-1}^{t*}} \right) \right)^2 - \left( \frac{1}{x} \sum_{i=1}^{i=x} \ln \left( \frac{Basket_{t-x+q}^{t*}}{Basket_{t-x+q-1}^{t*}} \right) \right)^2 \right]}$$

"**Voly<sub>t</sub>**" means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$Voly_t = \sqrt{252} \times \sqrt{\frac{y}{y-1} \times \left[ \frac{1}{y} \sum_{q=1}^{q=y} \left( \ln \left( \frac{Basket_{t-y+q}^{t*}}{Basket_{t-y+q-1}^{t*}} \right) \right)^2 - \left( \frac{1}{y} \sum_{i=1}^{i=y} \ln \left( \frac{Basket_{t-y+q}^{t*}}{Basket_{t-y+q-1}^{t*}} \right) \right)^2 \right]}$$

"**W<sub>0</sub>**" means the percentage specified as such in the applicable Final Terms.

"**W<sub>t</sub>**" means, in respect of an ACT Day, the percentage determined by the Calculation Agent in accordance with the following formula:

$$W_t = \text{Min}(\text{Max Exposure}; W_t^*)$$

provided that, W<sub>t</sub> on the Strike Date is W<sub>0</sub>.

"**W<sub>t</sub><sup>Target</sup>**" means, in respect of an ACT Day, the percentage determined by the Calculation Agent in accordance with the following formula:

$$W_t^{\text{Target}} = \text{Max} \left[ \text{Min} \left( \text{MaxExposure}; \frac{\text{Target Volatility}}{\text{Max}(\text{Vol } x_t; \text{Vol } y_t)} \right); \text{MinExposure} \right]$$

"**W<sub>t-1</sub><sup>Target</sup>**" means, in respect of an ACT Day, W<sub>t</sub><sup>Target</sup> on the ACT Day immediately preceding such day.

"**W<sub>t-1</sub>**" means, in respect of an ACT Day, W<sub>t</sub> on the ACT Day immediately preceding such day.

If Lag 1 is specified in the applicable Final Terms and:

- (i)  $W_t > (1 + \text{Tolerance}) \times W_t^{\text{Target}}$  then "**W<sub>t+1</sub><sup>\*</sup>**" means W<sub>t</sub><sup>Target</sup>;
- (ii)  $W_t < (1 - \text{Tolerance}) \times W_t^{\text{Target}}$  then "**W<sub>t+1</sub><sup>\*</sup>**" means W<sub>t</sub><sup>Target</sup>; or

(iii) Otherwise, " $W_{t+1}^*$ " means  $W_t$ .

If Lag 2 is specified in the applicable Final Terms then " $W_1^* = W_1 = W_0$ " means the percentage specified as such in the applicable Final Terms.

If the weighting on the immediately following day (" $W_{t+1}$ ") is equal to  $W_t$  and:

- (i)  $W_t > (1 + Tolerance) \times W_t^{Target}$  then " $W_{t+2}^*$ " means  $W_t^{Target}$ ;
- (ii)  $W_t < (1 - Tolerance) \times W_t^{Target}$  then " $W_{t+2}^*$ " means  $W_t^{Target}$ ; or
- (iii) Otherwise, " $W_{t+2}^*$ " means  $W_{t+1}$ .

If  $W_{t+1} \neq W_t$  and:

- (i)  $W_t^{Target} > (1 + Tolerance) \times W_{t-1}^{Target}$  then " $W_{t+2}^*$ " means  $W_t^{Target}$ ;
- (ii)  $W_t^{Target} < (1 - Tolerance) \times W_{t-1}^{Target}$  then " $W_{t+2}^*$ " means  $W_t^{Target}$ ; or
- (iii) Otherwise, " $W_{t+2}^*$ " means  $W_{t+1}$ .

" $x$ " means the number of ACT Days specified as such in the applicable Final Terms.

" $y$ " means the number of ACT Days specified as such in the applicable Final Terms.

(f) **Underlying Reference TIPP Value**

"**Underlying Reference TIPP Value**" means, in respect of an ACT Day, the rate determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} \text{Underlying Reference TIPP Value}_t &= \text{Underlying Reference TIPP Value}_{t-1} \times \left( W_{t-1} \times \frac{RU_t}{RU_{t-1}} \times \left[ 1 \right. \right. \\ &\quad \left. \left. - \text{Risky Fees} \times \frac{Act_{(t-1,t)}}{360} \right] + (1 - W_{t-1}) \times \frac{NRU_t}{NRU_{t-1}} \right) \times \left( 1 \right. \\ &\quad \left. - \text{Protection Fees} \times \frac{Act_{(t-1,t)}}{360} \right) \end{aligned}$$

provided that (i) the Underlying Reference TIPP Value on the Strike Date is Underlying Reference TIPP Value<sub>0</sub> and (ii) if specified in the applicable Final Terms, the Underlying Reference TIPP Value<sub>t</sub> will be no greater than the Max Value<sub>t</sub> and no less than the Min Value<sub>t</sub>, each as defined in Payout Condition 1.6(i) below.

(g) **Automatic Early TIPP Value**

"**Automatic Early TIPP Value<sub>t</sub>**" means, in respect of an ACT Day,  $W_t$  in respect of such day as determined by the Calculation Agent in accordance with the provisions of Payout Condition 1.6(i) below.

(h) **HWM Value**

"**HWM Value**" means, in respect of an ACT Day, the percentage specified as such in the applicable Final Terms or if higher  $HWM_t$  in respect of such day as determined by the Calculation Agent in accordance with the provisions of Payout Condition 1.6(i) below.

(i) **Underlying Reference TIPP Value, Automatic Early TIPP Value and HWM Value Definitions**

"**A**" means the number specified as such in the applicable Final Terms.

"**ACT Day**" or "**t**" means each day that is an Underlying Reference Valuation Date and a Strategy Business Day.

"**Act<sub>(t-1,t)</sub>**" means, in respect of an ACT Day, the number of calendar days from (but excluding) the ACT Day immediately preceding such ACT Day to (and including) such ACT Day.

"**ConstantM<sub>a</sub>**" means the percentage specified as such in the applicable Final Terms.

"**CP1**" means the percentage specified as such in the applicable Final Terms.

"**CP2**" means the percentage specified as such in the applicable Final Terms.

"**Distance<sub>t</sub>**" means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$Distance_t = \frac{Underlying\ Reference\ TIPP\ Value_t - G\% \times HWM_t}{Underlying\ Reference\ TIPP\ Value_t}$$

"**Floor**" means, whenever followed by a series of amounts inside brackets, the resulting value of the calculation within such brackets is rounded down to the nearest whole number.

"**G%**" means the percentage specified as such in the applicable Final Terms.

"**H%**" means the percentage specified as such in the applicable Final Terms.

"**HWM<sub>0</sub>**" means the percentage specified as such in the applicable Final Terms.

"**HWM<sub>t</sub>**" means, in respect of an ACT Day:

- (i) if MaxNav is specified as applicable in the applicable Final Terms, the level determined by the Calculation Agent in accordance with the following formula:

$$\text{Max}(H\% ; \text{Underlying Reference TIPP Value}_{ti})_{ti \in I}$$

- (ii) if LockWin is specified as applicable in the applicable Final Terms and:

- (A) such ACT Day is also a Lockin Date, the level determined by the Calculation Agent in accordance with the following formula:

$$HWM_t = HWM_{ti^*} + Lockin\ Factor \times \text{Max}(\text{Underlying Reference TIPP Value}_t - HWM_{ti^*} ; 0); \text{ otherwise}$$

- (B) such ACT Day is not a Lockin Date, then  $HWM_t$  in respect of the Lockin Date immediately preceding such ACT Day, provided that  $HWM_t$  on the Strike Date is  $HWM_0$ ;

- (iii) if Step is specified as applicable in the applicable Final Terms, the level determined by the Calculation Agent in accordance with the following formula:

$$HWM_t = HWM_0 + CP2 \times \text{Floor}\left(\frac{\text{Max}(\text{Underlying Reference TIPP Value}_t - HWM_{t-1}, 0)}{Step}\right); \text{ or}$$

- (iv) otherwise, the amount specified as such in the applicable Final Terms or if not so specified, Underlying Reference TIPP Value<sub>0</sub>.

"**HWM<sub>t-1</sub>**" means, in respect of an ACT Day, HWM<sub>t</sub> in respect of the immediately preceding ACT Day.

"**HWM<sub>ti\*</sub>**" means, in respect of a Lockin Date, HWM<sub>t</sub> in respect of the Lockin Date immediately preceding such Lockin Date, provided that HWM<sub>ti\*</sub> on the Strike Date is HWM<sub>0</sub>.

"**T**" means the period specified as such in the applicable Final Terms.

"**Initial ACT Day**" means the day falling 60 ACT Days immediately preceding the Strike Date.

"**Lockin Date**" or "**ti**" means each date specified as such in the applicable Final Terms, provided that if such date is not an ACT Day and:

- (i) if Preceding ACT Day is specified in the applicable Final Terms, the relevant Lockin Date shall be the immediately preceding ACT Day; or
- (ii) if Following ACT Day is specified in the applicable Final Terms, the relevant Lockin Date shall be the immediately succeeding ACT Day.

"**Lockin Factor**" means the percentage specified as such in the applicable Final Terms.

"**Ln**" means natural logarithm.

"**Max Exposure**" means the percentage specified as such in the applicable Final Terms.

"**Max Value<sub>t</sub>**" means, in respect of an ACT Day, an amount determined by the Calculation Agent in accordance with the following formula:

$$\text{Max}_{a=1}^A (\text{Constant} M_a \times \text{Value}_a)$$

"**Min Exposure**" means the percentage specified as such in the applicable Final Terms.

"**Min Value<sub>t</sub>**" means, in respect of an ACT Day, an amount determined by the Calculation Agent in accordance with the following formula:

$$\text{Min}_{a=1}^A (\text{Constant} M_a \times \text{Value}_a)$$

"**Multiplier<sub>t</sub>**" means, in respect of an ACT Day:

- (i) CP1; or
- (ii) the level determined by the Calculation Agent in accordance with the following formula:

$$\text{Min} \left( 100\% ; \frac{\text{Target Volatility}_t}{V_{\text{Realized}_t}} \right) \times \text{CP1}; \text{ or}$$

- (iii) the level determined by the Calculation Agent in accordance with the following formula:

$$\left[ \sum_{k=1}^{N_{RU}} \frac{P_{RU}^k}{N^k \times \text{Min} \left( 100\% ; \frac{\text{Target Volatility}_t^k}{V_{\text{Realized}_t^k}} \right)} \right]^{-1} \times \text{Min} \left( 100\% ; \frac{\text{Target Volatility}_t}{V_{\text{Realized}_t}} \right) \times \text{CP1},$$

as specified in the applicable Final Terms.

"**Nk**" means, in respect of an Underlying Reference, the percentage or amount specified as such in the applicable Final Terms.

"**N<sub>NRU</sub>**" means the number of Underlying References in the NRU Basket.



"**NRU**" means the number of Underlying References in the RU Basket.

"**NRU<sub>0</sub>**" means the percentage specified as such in the applicable Final Terms.

"**NRU Basket**" means a basket composed of each Fund or each Underlying Interest Rate specified in the applicable Final Terms.

"**NRU<sub>t</sub>**" means, in respect of an ACT Day, an amount determined by the Calculation Agent in accordance with the following formula:

- (i) if the Underlying Reference is an Underlying Interest Rate, then:

$$NRU_t = NRU_{t-1} \times \left[ 1 + \sum_{k=1}^{N_{NRU}} P_{NRU}^k \times (NRU_t^k - 1) \right]$$

- (ii) otherwise:

$$NRU_t = NRU_{t-1} \times \left[ 1 + \sum_{k=1}^{N_{NRU}} P_{NRU}^k \times \left( \frac{NRU_t^k}{NRU_{t-1}^k} - 1 \right) \right]$$

"**NRU<sub>t-1</sub>**" means, in respect of an ACT Day, NRU<sub>t</sub> for the ACT Day immediately preceding such day.

"**NRU<sub>tk</sub>**" means, in respect of an ACT Day and an Underlying Reference:

- (i) if the Underlying Reference is a Fund, the NAV per Fund Share in respect of such day, provided that, if there is no NAV per Fund Share in respect of such day, the NAV per Fund Share in respect of the immediately succeeding Fund Business Day;
- (ii) if the Underlying Reference is an Underlying Interest Rate, the level determined by the Calculation Agent in accordance with the following formula:

$$NRU_t^k = 1 + Reference\ Rate_{t-1}^k \times \frac{Act_{(t-1,t)}}{360}$$

"**NRU<sub>t-1</sub><sup>k</sup>**" means, in respect of an ACT Day and an Underlying Reference, NRU<sub>t</sub><sup>k</sup> for the ACT Day immediately preceding such day.

"**P<sub>NRU</sub><sup>k</sup>**" means, in respect of an Underlying Reference in the NRU Basket, the relevant Underlying Reference Weighting.

"**P<sub>RU</sub><sup>k</sup>**" means, in respect of an Underlying Reference in the RU Basket, the relevant Underlying Reference Weighting.

"**Protection Fees**" means the percentage specified as such in the applicable Final Terms.

"**Rate Calculation Date**" means, in respect of an ACT Day, the day specified as such in the applicable Final Terms.

"**Reference Floating Rate**" means, in respect of an ACT Day, the Reference Floating Rate Option in respect of the Rate Calculation Date for such day appearing on the Reference Floating Rate Option Page at the Reference Floating Rate Option Time (the "**Original Reference Floating Rate**"), provided that if (i) the relevant rate does not appear on such page at such time, (ii) there has been a permanent or indefinite cancellation of the relevant rate, (iii) the relevant rate ceases to exist or ceases to be published permanently or indefinitely or (iv) it is unlawful or impracticable for the

Calculation Agent to make any calculations or determinations using the relevant rate, the Calculation Agent may determine the relevant rate for such ACT Day acting in good faith and in a commercially reasonable manner at such time as it may select. In determining the relevant rate, the Calculation Agent may have regard to any sources(s) it considers appropriate, including, but not limited to:

- (a) any alternative rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency in which the relevant rate is denominated (each a "**Relevant Nominating Body**"), that is consistent with industry accepted standards, provided that, if two or more alternative rates are selected by any Relevant Nominating Body, the Calculation Agent shall determine which of those rates is most appropriate to preserve the economic features of the relevant Securities;
- (b) any alternative rate that has replaced the Original Reference Floating Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest on the same basis as the Original Reference Floating Rate; or
- (c) such other rate as the Calculation Agent determines is most comparable to the Original Reference Floating Rate.

The Calculation Agent will apply such adjustments that are formally recommended by any Relevant Nominating Body or, if none, may determine any adjustments that are in customary market usage in the international debt capital markets needed to make the replacement rate comparable to the Original Reference Floating Rate, acting in good faith and in a commercially reasonable manner.

The determination of a replacement rate and any applicable adjustments will (in the absence of manifest error) be final and binding, unless the Calculation Agent subsequently determines in respect of an ACT Day that such rate is no longer comparable to the Original Reference Floating Rate or no longer constitutes an industry accepted successor rate, in which case, a new replacement rate shall be determined in accordance with paragraph (a), (b) or (c) above for each subsequent ACT Day. If the Calculation Agent is unable to or otherwise does not determine a further replacement rate, then the rate will remain unchanged.

**"Reference Floating Rate Option"** means the interest rate and designated maturity specified as such in the applicable Final Terms.

**"Reference Floating Rate Option Page"** means the page or price source specified as such in the applicable Final Terms or such successor page or source as determined by the Calculation Agent.

**"Reference Floating Rate Option Time"** means the time specified as such in the applicable Final Terms.

**"Reference Rate<sub>t-1</sub><sup>k</sup>"** means, in respect of an ACT Day, (i) the fixed rate specified in the applicable Final Terms or the Reference Floating Rate for such day plus (ii) a percentage, each as specified in the applicable Final Terms.

**"Risky Fees"** means the percentage specified as such in the applicable Final Terms.

**"RU<sub>0</sub>"** means the percentage specified as such in the applicable Final Terms.

**"RU Basket"** means a basket composed of each Index, Custom Index, Share or ETI specified in the applicable Final Terms.

**"RU<sub>t</sub>"** means, in respect of an ACT Day, an amount determined by the Calculation Agent in accordance with the following formula:

$$RU_t = RU_{t-1} \times \left[ 1 + \sum_{k=1}^{N_{RU}} P_{RU}^k \times \left( \frac{RU_t^k}{RU_{t-1}^k} - 1 \right) \right]$$

Provided that,  $RU_t$  for the Initial ACT Day will be  $RU_0$ .

" $RU_{t-1}$ " means, in respect of an ACT Day,  $RU_t$  for the ACT Day immediately preceding such day.

" $RU_t^k$ " means, in respect of an ACT Day and an Underlying Reference, the Underlying Reference Closing Price Value in respect of such day, provided that, if there is no Underlying Reference Closing Price Value in respect of such day or (in the case of Index Linked Securities, Custom Index Securities, Share Linked Securities) such day is a Disrupted Day (such day a "**Disrupted Level Day**"); and:

- (i) if "Following ACT Day" is specified in the applicable Final Terms,  $RU_t^k$  will be the Underlying Reference Closing Price Value for the next succeeding ACT Day which is not a Disrupted Level Day; or
- (ii) if "Preceding ACT Day" is specified in the applicable Final Terms,  $RU_t^k$  will be the Underlying Reference Closing Price Value for the immediately preceding ACT Day which is not a Disrupted Level Day.

" $RU_{t-1}^k$ " means, in respect of an ACT Day and an Underlying Reference, the Underlying Reference Closing Price Value on the immediately preceding ACT Day.

"**Step**" means the percentage specified as such in the applicable Final Terms.

"**Strategy 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 Strategy Business Day Centre(s).

"**Strategy Business Day Centre(s)**" means the place(s) specified as such in the applicable Final Terms.

"**Target Volatility<sub>t</sub>**" means, in respect of an ACT Day, (i) the percentage specified as such in the applicable Final Terms or (ii) if not so specified,  $V_{Realized_t}$ .

"**Target Volatility<sub>t</sub><sup>k</sup>**" means, in respect of an ACT Day and an Underlying Reference, (i) the percentage specified as such in the applicable Final Terms or (ii) if not so specified,  $V_{Realized_t}^k$ .

"**ti\***" means, in respect of a Lockin Date, the Lockin Date immediately preceding such day.

"**Tolerance**" means the percentage specified as such in the applicable Final Terms.

"**Underlying Reference TIPP Value<sub>0</sub>**" means the percentage specified as such in the applicable Final Terms.

"**Underlying Reference TIPP Value<sub>t-1</sub>**" means, in respect of an ACT Day, the Underlying Reference TIPP Value on the ACT Day immediately preceding such day.

"**Underlying Reference Valuation Date**" means a calendar day, Business Day, Exchange Business Day, Hybrid Business Day, Scheduled Trading Day, Custom Index Business Day, Fund Business Day, Settlement Price Date, SPS Valuation Date or other day specified as such in the applicable Final Terms.

"**Value<sub>a</sub>**" means, in respect of an ACT Day, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

"**Vol20<sub>t</sub>**" means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$Vol20_t = \sqrt{252} \times \sqrt{\frac{20}{19} \times \left[ \frac{1}{20} \sum_{q=1}^{q=20} \left( \ln \left( \frac{RU_{t-20+q}}{RU_{t-20+q-1}} \right)^2 \right) - \left( \frac{1}{20} \sum_{q=1}^{q=20} \ln \left( \frac{RU_{t-20+q}}{RU_{t-20+q-1}} \right) \right)^2 \right]}$$

"**Vol20<sub>t</sub><sup>k</sup>**" means, in respect of an ACT Day and an Underlying Reference, the level determined by the Calculation Agent in accordance with the following formula:

$$Vol20_t^k = \sqrt{252} \times \sqrt{\frac{20}{19} \times \left[ \frac{1}{20} \sum_{q=1}^{q=20} \left( \ln \left( \frac{RU_{t-20+q}^k}{RU_{t-20+q-1}^k} \right)^2 \right) - \left( \frac{1}{20} \sum_{q=1}^{q=20} \ln \left( \frac{RU_{t-20+q}^k}{RU_{t-20+q-1}^k} \right) \right)^2 \right]}$$

"**Vol60<sub>t</sub>**" means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$Vol60_t = \sqrt{252} \times \sqrt{\frac{60}{59} \times \left[ \frac{1}{60} \sum_{q=1}^{q=60} \left( \ln \left( \frac{RU_{t-60+q}}{RU_{t-60+q-1}} \right)^2 \right) - \left( \frac{1}{60} \sum_{q=1}^{q=60} \ln \left( \frac{RU_{t-60+q}}{RU_{t-60+q-1}} \right) \right)^2 \right]}$$

"**Vol60<sub>t</sub><sup>k</sup>**" means, in respect of an ACT Day and an Underlying Reference, the level determined by the Calculation Agent in accordance with the following formula:

$$Vol60_t^k = \sqrt{252} \times \sqrt{\frac{60}{59} \times \left[ \frac{1}{60} \sum_{q=1}^{q=60} \left( \ln \left( \frac{RU_{t-60+q}^k}{RU_{t-60+q-1}^k} \right)^2 \right) - \left( \frac{1}{60} \sum_{q=1}^{q=60} \ln \left( \frac{RU_{t-60+q}^k}{RU_{t-60+q-1}^k} \right) \right)^2 \right]}$$

"**VRealized<sub>t</sub>**" means, in respect of an ACT Day, the amount determined by the Calculation Agent in accordance with the following formula:

$$VRealized_t = \text{Max}(Vol20_t; Vol60_t)$$

"**VRealized<sub>t</sub><sup>k</sup>**" means, in respect of an ACT Day and an Underlying Reference, the amount determined by the Calculation Agent in accordance with the following formula:

$$VRealized_t^k = \text{Max}(Vol20_t^k; Vol60_t^k)$$

"**W<sub>t</sub><sup>Target</sup>**" means, in respect of an ACT Day, the percentage determined by the Calculation Agent in accordance with the following formula:

$$W_t^{\text{target}} = \text{Min}[\text{Max Exposure}; \text{Max}(\text{Min Exposure}; \text{Distance}_t \times \text{Multiplier}_t)]$$

provided that W<sub>t</sub><sup>Target</sup> on the Strike Date is W<sub>0</sub><sup>Target</sup>.

"**W<sub>t-1</sub><sup>Target</sup>**" means, in respect of an ACT Day, W<sub>t</sub><sup>Target</sup> on the ACT Day immediately preceding such day.

"**W<sub>t</sub>**" means, in respect of an ACT Day, the percentage determined by the Calculation Agent with of lag of two ACT Days by reference to W<sub>t</sub> in respect of the immediately preceding ACT Days, as set

out below, provided that,  $W_t$  on the Strike Date is  $W_0$  and where " $W_1$ ", " $W_0$ " and " $W_0^{Target}$ " each mean the percentage specified as such in the applicable Final Terms.

" $W_0$ " means the percentage specified as such in the applicable Final Terms.

" $W_{t-1}$ " means, in respect of an ACT Day, the percentage calculated as follows:

- (i) if  $W_{t-3} = 0$  per cent. and/or if  $Distance_t \leq Y\%$  then " $W_{t-1}$ " means 0 per cent.; or
- (ii) otherwise:
  - (A) if  $W_{t-3} < (1 - Tolerance) \times W_{t-3}^{Target}$  or  $W_{t-3} > (1 + Tolerance) \times W_{t-3}^{Target}$  then " $W_{t-1}$ " means  $W_{t-3}^{Target}$ ;
  - (B) if  $(1 - Tolerance) \times W_{t-3}^{Target} \leq W_{t-3} \leq (1 + Tolerance) \times W_{t-3}^{Target}$  and:
    - I. if  $W_{t-2} \neq W_{t-3}$  and:
      - (A) if  $W_{t-3}^{Target} < (1 - Tolerance) \times W_{t-4}^{Target}$  or  $W_{t-3}^{Target} > (1 + Tolerance) \times W_{t-4}^{Target}$  then " $W_{t-1}$ " means  $W_{t-3}^{Target}$ ; otherwise
      - (B) if  $(1 - Tolerance) \times W_{t-4}^{Target} \leq W_{t-3}^{Target} \leq (1 + Tolerance) \times W_{t-4}^{Target}$  then " $W_{t-1}$ " means  $W_{t-2}$ ; or
    - II. if  $W_{t-2} = W_{t-3}$  then " $W_{t-1}$ " means  $W_{t-3}$ .

" $Y\%$ " means the percentage specified as such in the applicable Final Terms.

(j) **Delta One Value**

"**Delta One Value**" means, in respect of an ACT Day, the rate determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Delta One Withholding Value}_t}{\text{Delta One Withholding Value}_0}$$

"**Delta One Withholding Value<sub>0</sub>**" means the percentage specified as such in the applicable Final Terms.

"**Delta One Withholding Value<sub>t</sub>**" means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$\text{Delta One Withholding Value}_{t-1} \times \left( \frac{UR_t}{UR_{t-1}} - \frac{WHT_t}{NA} \right)$$

provided that the Delta One Withholding Value on the Strike Date is Delta One Withholding Value<sub>0</sub>.

"**Delta One Withholding Value<sub>t-1</sub>**" means, in respect of an ACT Day, the Delta One Withholding Value<sub>t</sub> for the ACT Day immediately preceding such day.

(k) **Delta One Value Definitions**

"**ACT Day**" or "**t**" means each day that is an Underlying Reference Valuation Date.

"**Level<sub>0</sub><sup>k</sup>**" means, in respect of an ACT Day and an Underlying Reference, the Underlying Reference Closing Price Value on the Strike Date.

"**Level<sub>t</sub><sup>k</sup>**" means, in respect of an ACT Day and an Underlying Reference, the Underlying Reference Closing Price Value in respect of such day, provided that, if there is no Underlying Reference Closing Price Value in respect of such day or such day is a Disrupted Day (in the case of Index Linked Securities, Custom Index Securities or Share Linked Securities) (such day a "**Disrupted Level Day**") and:

- (i) if "Following ACT Day" is specified in the applicable Final Terms, Level<sub>t</sub><sup>k</sup> will be the Underlying Reference Closing Price Value for the next succeeding ACT Day which is not a Disrupted Level Day; or
- (ii) if "Preceding ACT Day" is specified in the applicable Final Terms, Level<sub>t</sub><sup>k</sup> will be the Underlying Reference Closing Price Value for the immediately ACT Day which is not a Disrupted Level Day,

provided that Level<sub>t</sub><sup>k</sup> on the Strike Date and in respect of an Underlying Reference is Level<sub>0</sub><sup>k</sup>.

"**Level<sub>t-1</sub><sup>k</sup>**" means, in respect of an ACT Day and an Underlying Reference, the Level<sub>t</sub><sup>k</sup> for the ACT Day immediately preceding such day.

"**Underlying Reference Valuation Date**" means a calendar day, Business Day, Exchange Business Day, Scheduled Trading Day, Custom Index Business Day, Settlement Price Date, SPS Valuation Date or other day specified as such in the applicable Final Terms.

"**UR<sub>0</sub>**" means the percentage specified as such in the applicable Final Terms.

"**UR<sub>t</sub>**" means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$UR_{t-1} \times \left( 1 + \sum_{k=1}^K W^k \times \left[ \frac{Level_t^k}{Level_{t-1}^k} - 1 \right] \right)$$

provided that UR<sub>t</sub> for the Strike Date will be UR<sub>0</sub>.

"**UR<sub>t-1</sub>**" means, in respect of an ACT Day, the UR<sub>t</sub> for the ACT Day immediately preceding such day.

"**WHT<sub>t</sub>**" means the percentage specified as such in the applicable Final Terms or if not so specified, an amount calculated by the Calculation Agent equal to the maximum rate of US withholding tax as of Observation Date t in respect of the cash dividends and/or other cash distributions payable in respect of any Share in the Basket of Shares that is a U.S. security or any Index Component of an Index in a Basket of Indices that is a U.S. security, as the case may be.

"**W<sub>k</sub>**" means, in respect of an Underlying Reference, the relevant Underlying Reference Weighting.

(l) **DA Value**

"**DA Value**" means, in respect of a SPS Valuation Date, the rate determined by the Calculation Agent in accordance with the following formula:

$$\frac{(Cash\ Level_1 \times DA\ Interest_1) - (Cash\ Level_2 \times DA\ Interest_2)}{Cash\ Level_3 - Cash\ Level_4}$$

(m) **DA Value Definitions**

**"Cash Level<sub>o</sub>"** means in respect of a SPS Valuation Date:

- (i) the Constant Percentage 1;
- (ii) the DA Sum Rate<sub>o</sub>; or
- (iii) the DA Max Sum Rate<sub>o</sub>,

specified in the applicable Final Terms.

**"DA Interest [1]/[2]"** means in respect of a SPS Valuation Date:

- (i) the fixed rate specified in the applicable Final Terms;
- (ii) the Reference Floating rate specified in the applicable Final terms; or
- (ii) the Vanilla Call Rate or Vanilla Call Spread Rate specified in the applicable Final Terms.

**"DA Max Sum Rate<sub>o</sub>"** means, in respect of a Cash Level<sub>o</sub> and a SPS Valuation Date, the rate determined by the Calculation Agent in accordance with the following formula:

$$\text{Max} \left( \text{Constant Percentage 1} \times \sum_{p=n_o}^{N_o} \frac{1}{(1+\text{DA Rate}_{o,p})^p}; \text{Constant Percentage 2} \times \sum_{p=n_o^*}^{N_o^*} \frac{1}{(1+\text{DA Rate}_{o^*,p})^p} \right)$$

**"DA Rate<sub>o,p</sub>"** means, in respect of a Cash Level<sub>o</sub> and a SPS Valuation Date:

- (i) the fixed rate specified in the applicable Final Terms; or
- (ii) the Reference Floating Rate<sub>o</sub> specified in the applicable Final Terms.

**"DA Rate<sub>o\*,p</sub>"** means, in respect of a Cash Level<sub>o</sub> and a SPS Valuation Date:

- (i) the fixed rate specified in the applicable Final Terms; or
- (ii) the Reference Floating Rate<sub>o\*</sub> specified in the applicable Final Terms.

**"DA Sum Rate<sub>o</sub>"** means, in respect of a Cash Level<sub>o</sub> and a SPS Valuation Date, the rate determined by the Calculation Agent in accordance with the following formula:

$$\sum_{p=n_o}^{N_o} \frac{1}{(1 + \text{DA Rate}_{o,p})^p}$$

**"n<sub>o</sub>"** means, in respect of Cash Level<sub>o</sub>, the number specified as such in the applicable Final Terms, or if not so specified, 1.

**"N<sub>o</sub>"** means, in respect of Cash Level<sub>o</sub>, the number specified as such in the applicable Final Terms.

**"n<sub>o</sub><sup>\*</sup>"** means, in respect of Cash Level<sub>o</sub>, the number specified as such in the applicable Final Terms, or if not so specified, 1.

**"N<sub>o</sub><sup>\*</sup>"** means, in respect of Cash Level<sub>o</sub>, the number specified as such in the applicable Final Terms.

**"Reference Floating Rate [1]/[2]"** means, in respect of a SPS Valuation Date, the Reference Floating Rate Option in respect of such SPS Valuation Date appearing on the Reference Floating Rate Option Page at the Reference Floating Rate Option Time (the **"Original Reference Floating Rate"**), provided that if (i) the relevant rate does not appear on such page at such time, (ii) there has been a permanent or indefinite cancellation or of the relevant rate, (iii) the relevant rate ceases to

exist or ceases to be published permanently or indefinitely or (iv) it is unlawful or impracticable for the Calculation Agent to make any calculations or determinations using the relevant rate, the Calculation Agent may determine the relevant rate for such SPS Valuation Date acting in good faith and in a commercially reasonable manner at such time as it may select. In determining the relevant rate, the Calculation Agent may have regard to any sources(s) it considers appropriate, including, but not limited to:

- (a) alternative rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency in which the relevant rate is denominated (each a "**Relevant Nominating Body**"), that is consistent with industry accepted standards, provided that, if two or more alternative rates are selected by any Relevant Nominating Body, the Calculation Agent shall determine which of those rates is most appropriate to preserve the economic features of the relevant Securities.
- (b) any alternative rate that has replaced the Original Reference Floating Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest on the same basis as the Original Reference Floating Rate; or
- (c) such other rate as the Calculation Agent determines is most comparable to the Original Reference Floating Rate.

The Calculation Agent will apply such adjustments that are formally recommended by any Relevant Nominating Body or, if none, may determine any adjustments that are in customary market usage in the international debt capital markets needed to make the replacement rate comparable to the Original Reference Floating Rate<sub>0</sub>, acting in good faith and in a commercially reasonable manner. The determination of a replacement rate and any applicable adjustments will (in the absence of manifest error) be final and binding, unless the Calculation Agent subsequently determines in respect of an SPS Valuation Date that such rate is no longer comparable to the Original Reference Floating Rate or no longer constitutes an industry accepted successor rate, in which case, a new replacement rate shall be determined in accordance with paragraph (a), (b) or (c) above for each subsequent SPS Valuation Date. If the Calculation Agent is unable to or otherwise does not determine a further replacement rate, then the rate will remain unchanged.

"**Reference Floating Rate<sub>0</sub>**" means, in respect of a Cash Level<sub>0</sub> and a SPS Valuation Date, the Reference Floating Rate Option<sub>0</sub> in respect of such SPS Valuation Date appearing on the Reference Floating Rate Option Page<sub>0</sub> at the Reference Floating Rate Option Time (the "**Original Reference Floating Rate<sub>0</sub>**"), provided that if (i) the relevant rate does not appear on such page at such time, (ii) there has been a permanent or indefinite cancellation of the relevant rate, (iii) the relevant rate ceases to exist or ceases to be published permanently or indefinitely or (iv) it is unlawful or impracticable for the Calculation Agent to make any calculations or determinations using the relevant rate, the Calculation Agent may determine the relevant rate for such SPS Valuation Date acting in good faith and in a commercially reasonable manner at such time as it may select. In determining the relevant rate, the Calculation Agent may have regard to any sources(s) it considers appropriate, including, but not limited to:

- (a) any alternative rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency in which the relevant rate is denominated (each a "**Relevant Nominating Body**"), that is consistent with industry accepted standards, provided that, if two or more alternative rates are selected by any Relevant Nominating Body, the Calculation Agent shall determine which of those rates is most appropriate to preserve the economic features of the relevant Securities.
- (b) any alternative rate that has replaced the Original Reference Floating Rate<sub>0</sub> in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest on the same basis as the Original Reference Floating Rate<sub>0</sub>; or



- (c) such other rate as the Calculation Agent determines is most comparable to the Original Reference Floating Rateo.

The Calculation Agent will apply such adjustments that are formally recommended by any Relevant Nominating Body or, if none, may determine any adjustments that are in customary market usage in the international debt capital markets needed to make the replacement rate comparable to the Original Reference Floating Rate<sub>0</sub>, acting in good faith and in a commercially reasonable manner.

The determination of a replacement rate and any applicable adjustments will (in the absence of manifest error) be final and binding, unless the Calculation Agent subsequently determines in respect of an SPS Valuation Date that such rate is no longer comparable to the Original Reference Floating Rateo or no longer constitutes an industry accepted successor rate, in which case, a new replacement rate shall be determined in accordance with paragraph (a), (b) or (c) above for each subsequent SPS Valuation Date. If the Calculation Agent is unable to or otherwise does not determine a further replacement rate, then the rate will remain unchanged.

**"Reference Floating Rateo\*"** means, in respect of a Cash Level<sub>0</sub> and a SPS Valuation Date, the Reference Floating Rate Option<sub>0</sub>\* in respect of such SPS Valuation Date appearing on the Reference Floating Rate Option Page<sub>0</sub>\* at the Reference Floating Rate Option Time<sub>0</sub>\* (the **"Original Reference Floating Rateo\*"**), provided that if (i) the relevant rate does not appear on such page at such time, (ii) there has been a permanent or indefinite cancellation of the relevant rate, (iii) the relevant rate ceases to exist or ceases to be published permanently or indefinitely or (iv) it is unlawful or impracticable for the Calculation Agent to make any calculations or determinations using the relevant rate, the Calculation Agent may determine the relevant rate for such SPS Valuation Date acting in good faith and in a commercially reasonable manner at such time as it may select. In determining the relevant rate, the Calculation Agent may have regard to any sources(s) it considers appropriate, including, but not limited to:

- (a) any alternative rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency in which the relevant rate is denominated (each a **"Relevant Nominating Body"**), that is consistent with industry accepted standards, provided that, if two or more alternative rates are selected by any Relevant Nominating Body, the Calculation Agent shall determine which of those rates is most appropriate to preserve the economic features of the relevant Securities.
- (b) any alternative rate that has replaced the Original Reference Floating Rateo\* in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest on the same basis as the Original Reference Floating Rateo\*; or
- (c) such other rate as the Calculation Agent determines is most comparable to the Original Reference Floating Rateo\*.

The Calculation Agent will apply such adjustments that are formally recommended by any Relevant Nominating Body or, if none, may determine any adjustments that are in customary market usage in the international debt capital markets needed to make the replacement rate comparable to the Original Reference Floating Rate<sub>0</sub>, acting in good faith and in a commercially reasonable manner.

The determination of a replacement rate and any applicable adjustments will (in the absence of manifest error) be final and binding, unless the Calculation Agent subsequently determines in respect of an SPS Valuation Date that such rate is no longer comparable to the Original Reference Floating Rateo\* or no longer constitutes an industry accepted successor rate, in which case, a new replacement rate shall be determined in accordance with paragraph (a), (b) or (c) above for each subsequent SPS Valuation Date. If the Calculation Agent is unable to or otherwise does not determine a further replacement rate, then the rate will remain unchanged.

**"Reference Floating Rate Option [1]/[2]"** means, in respect of relevant Reference Floating Rate, the interest rate and designated maturity specified as such in the applicable Final Terms.

**"Reference Floating Rate Option<sub>o</sub>"** means, in respect of Reference Floating Rate<sub>o</sub>, the interest rate and designated maturity specified as such in the applicable Final Terms.

**"Reference Floating Rate Option<sub>o</sub>\***" means, in respect of Reference Floating Rate<sub>o</sub>\*, the interest rate and designated maturity specified as such in the applicable Final Terms.

**"Reference Floating Rate Option Page [1]/[2]"** means, in respect of the relevant Reference Floating Rate, the page or price source specified as such in the applicable Final Terms or such successor page or source as determined by the Calculation Agent.

**"Reference Floating Rate Option Page<sub>o</sub>"** means, in respect of Reference Floating Rate<sub>o</sub>, the page or price source specified as such in the applicable Final Terms or such successor page or source as determined by the Calculation Agent.

**"Reference Floating Rate Option Page<sub>o</sub>\***" means, in respect of Reference Floating Rate<sub>o</sub>\*, the page or price source specified as such in the applicable Final Terms or such successor page or source as determined by the Calculation Agent.

**"Reference Floating Rate Option Time [1]/[2]"** means, in respect of the relevant Reference Floating Rate, the time specified as such in the applicable Final Terms.

**"Reference Floating Rate Option Time<sub>o</sub>"** means, in respect of Reference Floating Rate<sub>o</sub>, the time specified as such in the applicable Final Terms.

**"Reference Floating Rate Option Time<sub>o</sub>\***" means, in respect of Reference Floating Rate<sub>o</sub>\*, the time specified as such in the applicable Final Terms.

(n) **Delta One Div Multi Underlying Value**

**"Delta One Div Multi Value<sub>t</sub>"** means, in respect of an ACT Day:

- (i) if Absolute Fees is specified as applicable in the applicable Final Terms, the rate determined by the Calculation Agent in accordance with the following formula:

$$\text{Delta One Div Multi Value}_t = \text{Delta One Div Multi Value}_{t-1} \times \left[ \text{Constant Percentage 1} + \text{Constant Percentage 2} \times \left( \frac{PTF_t}{PTF_{t-1}} - \text{Constant Percentage 3} \right) - AF \times \frac{Act(t-1,t)}{360} \right]$$

- (ii) if Absolute Fees is specified as not applicable in the applicable Final Terms, the rate determined by the Calculation Agent in accordance with the following formula:

$$\text{Delta One Div Multi Value}_t = \text{Delta One Div Multi Value}_{t-1} \times \left[ \text{Constant Percentage 1} + \text{Constant Percentage 2} \times \left( \frac{PTF_t}{PTF_{t-1}} - \text{Constant Percentage 3} \right) \right] \times \left[ 1 - AF \times \frac{Act(t-1,t)}{360} \right],$$

provided in each case that, the Delta One Div Multi Value on the Strike Date is Delta One Div Multi Value<sub>0</sub>.

(o) **Delta One Div Multi Underlying Value Definitions**

"**ACT Day**" or "**t**" means the Strike Date and each day thereafter that is an Underlying Reference Valuation Date and a Strategy Business Day.

"**Act<sub>(0,1)</sub>**" means the number of calendar days from (but excluding) the Strike Date to (and including) the next occurring ACT Day after the Strike Date.

"**Act<sub>(t-1,t)</sub>**" means, in respect of an ACT Day, the number of calendar days from (but excluding) the ACT Day immediately preceding such ACT Day to (and including) such ACT Day.

"**AdF<sub>0</sub>**" means (i) the amount or percentage specified as such in the applicable Final Terms or (ii) the level determined by the Calculation Agent in accordance with the following formula:

$$AdF_0 = Allocation\ Fee \times \frac{DCF}{Act_{(0,1)}}$$

"**AdF<sub>t</sub>**" means, in respect of an ACT Day the amount or percentage specified as such in the applicable Final Terms, provided that, AdF<sub>t</sub> for the Strike Date will be AdF<sub>0</sub>.

"**AdF<sub>t-1</sub>**" means, in respect of an ACT Day, AdF<sub>t</sub> in respect of the immediately preceding ACT Day.

"**AF**" means the percentage specified as such in the applicable Final Terms.

"**Allocation Fee**" means the amount or percentage specified as such in the applicable Final Terms.

"**Applicable Withholding Tax**" means, in respect of an ACT Day, a percentage calculated by the Calculation Agent equal to the taxes deducted or withheld at source by or on behalf of any governmental or other applicable authority or agency having the power to tax on any cash dividends that are ex-dividend payable on such ACT Day pursuant to any applicable domestic law prevailing at the time of the distribution in respect of the relevant Share or constituent share in the Index.

"**Benchmark**" means the index specified as such in the applicable Final Terms, which index shall be deemed to be an "Index" as defined in Index Linked Condition 1 and on the basis that notwithstanding anything to the contrary in Index Linked Condition 1:

- (i) the "Index Sponsor" is 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, as determined by the Calculation Agent;
- (ii) the "Exchange" is the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent;
- (iii) "Exchange Business Days" and "Scheduled Trading Days" are determined on a "Single Index Basis"; and
- (iv) "Related Exchange" means "All Exchanges".

"**Delta One Div Multi Value<sub>0</sub>**" means the amount or percentage specified as such in the applicable Final Terms.

"**Delta One Div Multi Value<sub>t-1</sub>**" means, in respect of an ACT Day, the Delta One Div Multi Value<sub>t</sub> for the ACT Day immediately preceding such day.

"**Delta One Div Multi Value<sub>t</sub>**" means, in respect of an ACT Day, the highest Delta One Div Multi Value<sub>t</sub> for all the ACT Days in the period from (and including) the Strike Date to (and including) the second ACT Day immediately preceding such ACT Day.

**"Div Percentage<sup>k,t</sup>"** means, in respect of an Underlying Reference and an ACT Day:

- (i) if Applicable Withholding Tax is specified as not applicable in the applicable Final Terms, the percentage specified as such in the applicable Final Terms; or
- (ii) if Applicable Withholding Tax is specified as applicable in the applicable Final Terms, an amount calculated by the Calculation Agent equal to:

1 – Applicable Withholding Tax.

**"Dividend FX Rate"** means, in respect of an ACT Day, the rate of exchange of the relevant GrossDiv Currency into the relevant Component Currency, as determined by the Calculation Agent on such ACT Day by reference to the source(s) and at the time, in each case specified in the applicable Final Terms, provided that, if such rate of exchange is not available from such source(s) at such time, the rate of exchange will be as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

**"FX<sub>k,0</sub>"** means, in respect of an Underlying Reference, Underlying Reference FX Strike Level.

**"FX<sub>k,t</sub>"** means, in respect of an Underlying Reference and an ACT Day, the rate of exchange of the currency in which the relevant Underlying Reference Closing Price Value or Gross Div<sub>k,t</sub>, as applicable, is denominated into the Settlement Currency as determined by the Calculation Agent on such ACT Day by reference to the source(s) and at the time, in each case specified in the applicable Final Terms, provided that if such rate of exchange is not available from such source(s) at such time, the rate of exchange will be as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, provided further that FX<sub>k,t</sub> for the Strike Date will be FX<sub>k,0</sub>. If the currency in which such Underlying Reference Closing Price Value is denominated is the same as the Settlement Currency, FX<sub>k,t</sub> will be equal to one.

**"FX<sub>k,t-1</sub>"** means, in respect of an Underlying Reference and an ACT Day, FX<sub>k,t</sub> on the immediately preceding ACT Day.

**"Gross Div<sub>k,t</sub>"** means, in respect of an Underlying Reference and an ACT Day:

- (i) if the Underlying Reference is a Share, any ordinary cash dividends (before deduction of any taxes or application of withholding at source by or on behalf of any applicable authority having the power to tax in respect of such dividends and without any tax credit refund or deduction granted by any applicable authority having the power to tax in respect of such dividends) that are ex-dividend and paid on such ACT Day;
- (ii) if the Underlying Reference is an Index, any ordinary cash dividends (before deduction of any taxes or application of withholding at source by or on behalf of any applicable authority having the power to tax in respect of such dividends and without any tax credit refund or deduction granted by any applicable authority having the power to tax in respect of such dividends) that are ex-dividend and paid on such ACT Day on any constituent share in such Index, taking into account the weight of such constituent share on the immediately preceding ACT Day; or
- (iii) if the Underlying Reference is an ETI Interest, any ordinary cash dividends (before deduction of any taxes or application of withholding at source by or on behalf of any applicable authority having the power to tax in respect of such dividends and without any tax credit refund or deduction granted by any applicable authority having the power to tax in respect of such dividends) that are ex-dividend and paid on such ACT Day,

provided that, (i) if any such dividends are paid in a currency (the **"GrossDiv Currency"**) other than the currency in which the relevant Share or ETI Interest, as the case may be, is denominated (the

"**Component Currency**"), such dividends shall be converted into the Component Currency at the relevant Dividend FX Rate in respect of such ACT Day and (ii) if the Securities are Custom Index Securities, Debt Linked Securities, Currency Linked Securities or Commodity Linked Securities or no ordinary cash dividends are paid ex-dividend on such ACT Day,  $Gross Div_{k,t}$  will be zero.

"**Level<sub>k,0</sub>**" means, in respect of an Underlying Reference, (i) the amount or percentage specified as such in the applicable Final Terms, or (ii) the Underlying Reference Strike Price, in each case, in respect of such Underlying Reference and as specified in the applicable Final Terms.

"**Level<sub>k,t</sub>**" means, in respect of an Underlying Reference and an ACT Day, an amount determined by the Calculation Agent in accordance with the following formula:

$$Level_{k,t} = Level_{k,t-1} \times \frac{S_{k,t} + NDDividends_{k,t}}{S_{k,t-1}} \times \frac{FX_{k,t}}{FX_{k,t-1}}$$

provided that, in respect of each Underlying Reference,  $Level_{k,t}$  for the Strike Date will be  $Level_{k,0}$ .

"**Level<sub>k,t-1</sub>**" means, in respect of an Underlying Reference and an ACT Day,  $Level_{k,t}$  for the ACT Day immediately preceding such day.

"**Level<sub>k,tR</sub>**" means, in respect of an Underlying Reference and an ACT Day, the  $Level_{k,t}$  in respect of the Rebalancing Day immediately preceding such ACT Day.

"**NDDividends<sub>k,t</sub>**" means, in respect of an Underlying Reference and an ACT Day:

- (i) if Dividend Reinvestment is specified as applicable in the applicable Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

$$NDDividends_{k,t} = Div\ Percentage_{k,t} \times Gross\ Div_{k,t}; \text{or}$$

- (ii) if Dividend Reinvestment is specified as not applicable in the applicable Final Terms, zero.

"**NotionalFee<sub>0</sub>**" means the amount or percentage specified as such in the applicable Final Terms;

"**NotionalFee<sub>t</sub>**" means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$NotionalFee_t = NotionalFee_{t-1} + (SF + AdF_{t-1}) \times \frac{Act(t-1, t)}{DCF},$$

provided that,  $NotionalFee_t$  for the Strike Date will be  $NotionalFee_0$ .

"**NotionalFee<sub>t-1</sub>**" means, in respect of an ACT Day, the  $NotionalFee_t$  for the ACT Day immediately preceding such day.

"**PerfFee<sub>0</sub>**" means 0.

"**PerfFee<sub>1</sub>**" means 0.

"**PerfFee<sub>t</sub>**" means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$\left\{ PerfFee_t = PFL \times \max \left( 0, \frac{Delta\ One\ Multi\ Value_{t-1} - Delta\ One\ Multi\ Value_u}{Delta\ One\ Multi\ Value_u} \right) \right\},$$

provided that,  $PerfFee_t$  for the Strike Date will be  $PerfFee_0$  and  $PerfFee_t$  for the ACT Day immediately succeeding the Strike Date will be  $PerfFee_1$ .

"**PFL**" means the amount or percentage specified as such in the applicable Final Terms.

"**PTF<sub>0</sub>**" means (i) the amount or percentage specified as such in the applicable Final Terms, or (ii) the Underlying Reference Strike Price, in each case, as specified in the applicable Final Terms.

"**PTF<sub>t</sub>**" means, in respect of an ACT Day, an amount determined by the Calculation Agent in accordance with the following formula:

$$PTF_t = PTF_{tR} \times \left[ 1 + \sum_{k=1}^K W_k \times \left( \frac{Level_{k,t}}{Level_{k,tR}} - 1 \right) \right]$$

,

provided that, PTF<sub>t</sub> for the Strike Date will be PTF<sub>0</sub>.

"**PTF<sub>t-1</sub>**" means, in respect of an ACT Day, PTF<sub>t</sub> for the ACT Day immediately preceding such day.

"**PTF<sub>tR</sub>**" means, in respect of an ACT Day, PTF<sub>t</sub> in respect of the Rebalancing Day immediately preceding such ACT Day.

"**Rebalancing Day**" means each day specified as such in the applicable Final Terms from (and including) the Strike Date.

"**S<sub>k,t</sub>**" means, in respect of an Underlying Reference and an ACT Day, the Underlying Reference Closing Price Value in respect of such day, provided that, if there is no Underlying Reference Closing Price Value in respect of such day or such day is a Disrupted Day (in the case of Index Linked Securities, Custom Index Securities, Share Linked Securities, ETI Linked Securities, Debt Linked Securities or Currency Linked Securities) or a Commodity Disrupted Day (in the case of Commodity Linked Securities) (such day a "**Disrupted Level Day**") and:

- (i) if "Following ACT Day" is specified in the applicable Final Terms, S<sub>k,t</sub> will be the Underlying Reference Closing Price Value for the next succeeding ACT Day which is not a Disrupted Level Day; or
- (ii) if "Preceding ACT Day" is specified in the applicable Final Terms, S<sub>k,t</sub> will be the Underlying Reference Closing Price Value for the immediately preceding ACT Day which is not a Disrupted Level Day.

"**S<sub>k,t-1</sub>**" means, in respect of an Underlying Reference and an ACT Day, the Underlying Reference Closing Price Value on the immediately preceding ACT Day.

"**Strategy 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 Strategy Business Day Centre(s).

"**Strategy Business Day Centre(s)**" means the place(s) specified as such in the applicable Final Terms.

"**Underlying Reference Valuation Date**" means a calendar day, Business Day, Exchange Business Day, Hybrid Business Day, Scheduled Trading Day, Custom Index Business Day, Fund Business Day, Settlement Price Date, SPS Valuation Date or other day specified as such in the applicable Final Terms.

"**W<sub>k</sub>**" means, in respect of an Underlying Reference, the relevant Underlying Reference Weighting.

(p) **Delta One Div Mono Underlying Value**

**"Delta One Div Mono Value<sub>t</sub>"** means, in respect of an ACT Day and an Underlying Reference:

- (i) if Absolute Fees is specified as applicable in the applicable Final Terms, the rate determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} \text{Delta One Div Mono Value}_t = & \text{Delta One Div Mono Value}_{t-1} \times \\ & \left[ \text{Constant Percentage 1} + \text{Constant Percentage 2} \times \left( \frac{\text{Level}_t}{\text{Level}_{t-1}} - \right. \right. \\ & \left. \left. \text{Constant Percentage 3} \right) - \text{AF} \times \frac{\text{Act}(t-1,t)}{360} \right] - \text{PerfFee}_t; \text{ or} \end{aligned}$$

- (ii) if Absolute Fees is specified as not applicable in the applicable Final Terms, the rate determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} \text{Delta One Div Mono Value}_t = & \text{Delta One Div Mono Value}_{t-1} \times \\ & \left[ \text{Constant Percentage 1} + \text{Constant Percentage 2} \times \left( \frac{\text{Level}_t}{\text{Level}_{t-1}} - \right. \right. \\ & \left. \left. \text{Constant Percentage 3} \right) \right] \times \left[ 1 - \text{AF} \times \frac{\text{Act}(t-1,t)}{360} \right] - \text{PerfFee}_t, \end{aligned}$$

provided in each case that, the Delta One Div Mono Value on the Strike Date is Delta One Div Mono Value<sub>0</sub>.

Notwithstanding Condition 7(r) of the Notes and Condition 8(s) of the Certificates, if "Automatic Early Redemption" is specified as applicable in the applicable Final Terms and the Delta One Div Mono Value<sub>t</sub> is specified as the SPS AER Value, SPS AER Value 1 and/or SPS AER Value 2, then for the purposes of determining the occurrence of an Automatic Early Redemption Event:

**"Automatic Early Redemption Valuation Date"** means each date specified as such in the applicable Final Terms or, if such date is not an ACT Day, the next following ACT Day, or if not so specified, each ACT Day from (and including) the Issue Date to (but excluding) the Redemption Valuation Date.

**(q) Delta One Div Mono Underlying Value Definitions**

**"ACT Day"** or **"t"** means the Strike Date and each day thereafter that is an Underlying Reference Valuation Date and a Strategy Business Day.

**"Act<sub>(t-1,t)</sub>"** means, in respect of an ACT Day, the number of calendar days from (but excluding) the ACT Day immediately preceding such ACT Day to (and including) such ACT Day.

**"AF"** means the percentage specified as such in the applicable Final Terms.

**"Applicable Withholding Tax"** means, in respect of an ACT Day, a percentage calculated by the Calculation Agent equal to the taxes deducted or withheld at source by or on behalf of any governmental or other applicable authority or agency having the power to tax on any cash dividends that are ex-dividend payable on such ACT Day pursuant to any applicable domestic law prevailing at the time of the distribution in respect of the relevant Share or constituent share in the Index.

**"Benchmark"** means the index specified as such in the applicable Final Terms, which index shall be deemed to be an "Index" as defined in Index Linked Condition 1 and on the basis that notwithstanding anything to the contrary in Index Linked Condition 1:

- (i) the "Index Sponsor" is 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, as determined by the Calculation Agent;

- (ii) the "Exchange" is the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent;
- (iii) "Exchange Business Days" and "Scheduled Trading Days" are determined on a "Single Index Basis"; and
- (iv) "Related Exchange" means "All Exchanges".

**"Delta One Div Mono Value<sub>0</sub>"** means (i) the amount or percentage specified as such in the applicable Final Terms, or (ii) the Underlying Reference Strike Price, in each case, as specified in the applicable Final Terms.

**"Delta One Div Mono Value<sub>t-1</sub>"** means, in respect of an ACT Day, the Delta One Div Mono Value for the ACT Day immediately preceding such day.

**"Delta One Div Mono Value<sub>t</sub>"** means, in respect of an ACT Day, the highest Delta One Div Mono Value<sub>t</sub> for all the ACT Days in the period from (and including) the Strike Date to (and including) the second ACT Day immediately preceding such ACT Day.

**"Div Percentage<sub>t</sub>"** means, in respect of an ACT Day:

- (i) if Applicable Withholding Tax is specified as not applicable in the applicable Final Terms, the percentage specified as such in the applicable Final Terms; or
- (ii) if Applicable Withholding Tax is specified as applicable in the applicable Final Terms, an amount calculated by the Calculation Agent equal to:

$$1 - \text{Applicable Withholding Tax.}$$

**"FX<sub>0</sub>"** means Underlying Reference FX Strike Level.

**"FX<sub>t</sub>"** means, in respect of an ACT Day, the rate of exchange of the currency in which the relevant Underlying Reference Closing Price Value or Gross Div<sub>t</sub>, as applicable, is denominated into the Settlement Currency, as determined by the Calculation Agent on such ACT Day by reference to the source(s) and at the time, in each case specified in the applicable Final Terms, provided that, if such rate of exchange is not available from such source(s) at such time, the rate of exchange will be as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, and provided further that, FX<sub>t</sub> for the Strike Date will be FX<sub>0</sub>. If the currency in which the Underlying Reference is denominated is the same as the Settlement Currency, FX<sub>t</sub> will be equal to one.

**"FX<sub>t-1</sub>"** means, in respect of an ACT Day, FX<sub>t</sub> on the immediately preceding ACT Day.

**"Gross Div<sub>t</sub>"** means, in respect of an ACT Day:

- (i) if the Underlying Reference is a Share, any ordinary cash dividends (before deduction of any taxes or application of withholding at source by or on behalf of any applicable authority having the power to tax in respect of such dividends and without any tax credit refund or deduction granted by any applicable authority having the power to tax in respect of such dividends) that are ex-dividend and paid on such ACT Day;
- (ii) if the Underlying Reference is an Index, any ordinary cash dividends (before deduction of any taxes or application of withholding at source by or on behalf of any applicable authority having the power to tax in respect of such dividends and without any tax credit refund or deduction granted by any applicable authority having the power to tax in respect of such dividends) that are ex-dividend and paid on such ACT Day on any constituent share in such



Index, taking into account the weight of such constituent share on the immediately preceding ACT Day; or

- (iii) if the Underlying Reference is an ETI Interest, any ordinary cash dividends (before deduction of any taxes or application of withholding at source by or on behalf of any applicable authority having the power to tax in respect of such dividends and without any tax credit refund or deduction granted by any applicable authority having the power to tax in respect of such dividends) that are ex-dividend and paid on such ACT Day,

provided that, if the Securities are Custom Index Securities, Debt Linked Securities, Currency Linked Securities or Commodity Linked Securities or no ordinary cash dividends are paid ex-dividend on such ACT Day, Gross Div<sub>t</sub> will be zero.

"**Level<sub>0</sub>**" means (i) the amount or percentage specified as such in the applicable Final Terms, or (ii) the Underlying Reference Strike Price, in each case, as specified in the applicable Final Terms.

"**Level<sub>t</sub>**" means, in respect of an ACT Day, an amount determined by the Calculation Agent in accordance with the following formula:

$$Level_t = Level_{t-1} \times \frac{S_t + NDDividends_t}{S_{t-1}} \times \frac{FX_t}{FX_{t-1}},$$

provided that, Level<sub>t</sub> for the Strike Date will be Level<sub>0</sub>.

"**Level<sub>t-1</sub>**" means, in respect of an ACT Day, Level<sub>t</sub> for the ACT Day immediately preceding such day.

"**NDDividends<sub>t</sub>**" means, in respect of an ACT Day:

- (i) if Dividend Reinvestment is specified as applicable in the applicable Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

$$NDDividends_t = Div\ Percentage_t \times Gross\ Div_t; \text{ or}$$

- (ii) if Dividend Reinvestment is specified as not applicable in the applicable Final Terms, zero.

"**PerfFeeBenchmark<sub>t-1</sub>**" means, in respect of an ACT Day, PerfFeeBenchmark<sub>t</sub> for the ACT Day immediately preceding such day.

"**PerfFeeBenchmark<sub>t</sub>**" means, in respect of an ACT Day, the official closing level of the Benchmark on such ACT Day, as determined by the Calculation Agent, subject as provided in Index Linked Condition 3 and provided that, if there is no official closing level in respect of such day or if such day is a Disrupted Day (as defined in Index Linked Condition 2) in respect of the Benchmark, PerfFeeBenchmark<sub>t</sub> will be the official closing level of the Benchmark for the immediately preceding ACT Day which is not a Disrupted Day.

"**PerfFeeBenchmark<sub>u</sub>**" means, in respect of an ACT Day, the highest PerfFeeBenchmark<sub>t</sub> for all the ACT Days in the period from (and including) the Strike Date to (and including) the second ACT Day immediately preceding such ACT Day.

"**PerfFee<sub>0</sub>**" means 0.

"**PerfFee<sub>1</sub>**" means 0.

"**PerfFee<sub>t</sub>**" means, in respect of an ACT Day, a rate determined by the Calculation Agent in accordance with the following formula:

- (i) if "Relative Perf Fees" is not specified as applicable in the applicable Final Terms:

$$PerfFee_t = PFL \times \text{Max}(0, \text{Delta One Div Mono Value}_{t-1} - \text{Delta One Div Mono Value}_u)$$

- (ii) if "Relative Perf Fees" is specified as applicable in the applicable Final Terms:

$$PerfFee_t = PFL \times \text{Max}\left(0, \text{Delta One Div Mono Value}_{t-1} - \frac{PerfFeeBenchmark_{t-1}}{PerfFeeBenchmark_u} \times \text{Delta One Div Mono Value}_u\right)$$

provided in each case that, PerfFee<sub>t</sub> for the Strike Date will be PerfFee<sub>0</sub> and PerfFee<sub>t</sub> for the ACT Day immediately succeeding the Strike Date will be PerfFee<sub>1</sub>.

"PFL" means the percentage specified as such in the applicable Final Terms.

"S<sub>t</sub>" means, in respect of an ACT Day, the Underlying Reference Closing Price Value in respect of such day, provided that, if there is no Underlying Reference Closing Price Value in respect of such day or such day is a Disrupted Day (in the case of Index Linked Securities, Custom Index Securities, Share Linked Securities, ETI Linked Securities, Debt Linked Securities or Currency Linked Securities) or a Commodity Disrupted Day (in the case of Commodity Linked Securities) (such day a "**Disrupted Level Day**") and:

- (i) if "Following ACT Day" is specified in the applicable Final Terms, S<sub>t</sub> will be the Underlying Reference Closing Price Value for the next succeeding ACT Day which is not a Disrupted Level Day; or
- (ii) if "Preceding ACT Day" is specified in the applicable Final Terms, S<sub>t</sub> will be the Underlying Reference Closing Price Value for the immediately preceding ACT Day which is not a Disrupted Level Day.

"S<sub>t-1</sub>" means, in respect of an ACT Day, the Underlying Reference Closing Price Value on the immediately preceding ACT Day.

"**Strategy 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 Strategy Business Day Centre(s).

"**Strategy Business Day Centre(s)**" means the place(s) specified as such in the applicable Final Terms.

"**Underlying Reference Valuation Date**" means a calendar day, Business Day, Exchange Business Day, Hybrid Business Day, Scheduled Trading Day, Custom Index Business Day, Fund Business Day, Settlement Price Date, SPS Valuation Date or other day specified as such in the applicable Final Terms.

(r) **Serenity Value**

"**Serenity Value<sub>t</sub>**" means, in respect of an ACT Day t, the rate determined by the Calculation Agent in accordance with the following formula:

$$Serenity Value_t = \frac{\text{Max}[\text{Protection Level} \times HWM_t; \text{Protected Index Level}_t]}{\text{Protected Index Level}_0}$$

(s) **Serenity Value Definitions**

"**ACT Day s**" means each date specified as such in the applicable Final Terms.

"**ACT Day t**" or "**t**" means each day that is an Underlying Reference Valuation Day and a Strategy Business Day.

"**Act<sub>(t1,t2)</sub>**" means the number of calendar days between two ACT Days.

"**Act<sub>(t,s)</sub>**" means, in respect of an ACT Day t, the number of calendar days (if any) from (but excluding) such ACT Day t to (and including) the ACT Day s falling on or immediately after such ACT Day t.

"**AF**" means the percentage specified as such in the applicable Final Terms.

"**Cash Lock Event**" will occur in respect of an Option Reset Date if no ACT Day s would be an OM<sub>t</sub> in respect of such date.

"**exp**" means the exponential function.

"**γ**" means the level determined by the Calculation Agent in accordance with the following formula:

$$\gamma = -\frac{2q}{\sigma^2}$$

"**h<sub>1</sub>(k,m,s,τ)**" means the level determined by the Calculation Agent in accordance with the following formula:

$$h_1(k, m, s, \tau) = \frac{1}{\sigma\sqrt{\tau}} \left( \ln \left( \frac{s}{\min(k, 1) \times m} \right) - q\tau \right) + \frac{1}{2} \sigma\sqrt{\tau}$$

"**h<sub>2</sub>(k,m,s,τ)**" means the level determined by the Calculation Agent in accordance with the following formula:

$$h_2(k, m, s, \tau) = \frac{1}{\sigma\sqrt{\tau}} \left( \ln \left( \frac{m}{\min(k, 1) \times s} \right) - q\tau \right) - \frac{1}{2} \sigma\sqrt{\tau}$$

"**HWM<sub>t</sub>**" means, in respect of an ACT Day t, the level determined by the Calculation Agent in accordance with the following formula:

$$HWM_t = \max \left[ \frac{\text{Protected Index Level}_0}{1 - \text{Upfront Level}}; \max_{0 \leq s \leq t} (\text{Protected Index Level}_s) \right]$$

"**HWM<sub>t-1</sub>**" means, in respect of an ACT Day t, HWM<sub>t</sub> in respect of the immediately preceding ACT Day t.

"**HWM<sub>tR(t)</sub>**" means, in respect of an ACT Day t, HWM<sub>t</sub> in respect of the Latest Option Reset Date in respect of such ACT Day t.

"**Initial Protection Period**" means the number specified as such in the applicable Final Terms.

"**Initial Target Exposure**" means the percentage specified as such in the applicable Final Terms.

"**K<sub>t</sub>**" means, in respect of an ACT Day t, the level determined by the Calculation Agent in accordance with the following formula:

$$K_t = \frac{\text{Protection Level}}{\text{Target Exposure}_{tR(t)}} \times \frac{HWM_{tR(t)}}{\text{Protected Index Level}_{tR(t)}}$$

"**Latest Option Reset Date**" or "**tR(t)**" means, in respect of an ACT Day t, (i) if Option Reset is specified as applicable in the applicable Final Terms, the Option Reset Date immediately preceding such ACT Day t, or, if none, the Strike Date, or (ii) if Option Reset is not specified as applicable in the applicable Final Terms, the Strike Date.

"**Ln**" means the natural logarithm.

"**Lookback Put Price<sub>t</sub>**" means, in respect of an ACT Day t:

- (a) if an OM<sub>tR(t)</sub> has not occurred, the level determined by the Calculation Agent in accordance with the following formula:

$$\text{Lookback Put Price}_t = LP_{THEO}$$

where, for the purposes of the calculation of LP<sub>THEO</sub>:

- (A) the parameter represented by "k" is K<sub>t</sub> in respect of such ACT Day t;  
 (B) the parameter represented by "m" is M<sub>t</sub> in respect of such ACT Day t;  
 (C) the parameter represented by "s" is S<sub>t</sub> in respect of such ACT Day t; and  
 (D) the parameter represented by "τ" is  $\frac{Act_{(t,OMtR(t))}}{365}$  in respect of such ACT Day t;

otherwise

- (b) if an OM<sub>tR(t)</sub> has occurred, the level determined by the Calculation Agent in accordance with the following formula:

$$\text{Lookback Put Price}_t = \max[0\% ; K_t \times M_t - S_t]$$

"**LP<sub>THEO</sub>**" means, in respect of an ACT Day t:

- (a) if k is less than or equal to 1, the level determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} LP_{THEO} = & \exp(q \times \tau) \times k \times m \times SCD(-h_1(k, m, s, \tau) + \sigma\sqrt{\tau}) - s \times SCD(-h_1(k, m, s, \tau)) \\ & + \frac{k \times s}{\gamma} \left[ k^\gamma \times SCD\left(-h_2(k, m, s, \tau) - \frac{2q\sqrt{\tau}}{\sigma}\right) \right. \\ & \left. - \exp(q \times \tau) \times \left(\frac{m}{s}\right)^\gamma \times SCD(-h_2(k, m, s, \tau)) \right]; \end{aligned}$$

- (b) otherwise, the level determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} LP_{THEO} = & \exp(q \times \tau) \times k \times m \times SCD(-h_1(k, m, s, \tau) + \sigma\sqrt{\tau}) \\ & - \exp(q \times \tau) \times \frac{k \times s}{\gamma} \times \left(\frac{m}{s}\right)^\gamma \times SCD(-h_2(k, m, s, \tau)) \\ & + k \times s \times SCD(-h_1(k, m, s, \tau)) \times \left(1 + \frac{1}{\gamma}\right) - s \end{aligned}$$

"**M<sub>t</sub>**" means, in respect of an ACT Day t:

- (a) if the ACT Day t immediately preceding such ACT Day t was an Option Reset Date, the level determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} M_t = & \text{Target Exposure}_{tR(t)} \\ & \times \max\left[1 + (\text{Reference Rate}_{tR(t)} - RF) \times \frac{Act_{(tR(t),t)}}{DCF}; \frac{Net\_U_t}{Net\_U_{tR(t)}}\right] \end{aligned}$$

- (b) otherwise, the level determined by the Calculation Agent in accordance with the following formula:

$$M_t = \max[M_{t-1} \times \left(1 + (\text{Reference Rate}_{t-1} - RF) \times \frac{\text{Act}_{(t-1,t)}}{DCF}\right); S_t]$$

provided that,  $M_t$  for the Strike Date will be Initial Target Exposure.

" $M_{t-1}$ " means, in respect of an ACT Day  $t$ ,  $M_t$  in respect of the immediately preceding ACT Day  $t$ .

" $\text{Net\_}U_0$ " means the level specified as such in the applicable Final Terms.

" $\text{Net\_}U_t$ " means, in respect of an ACT Day  $t$ , the level determined by the Calculation Agent in accordance with the following formula:

$$\text{Net\_}U_t = \text{Net\_}U_{t-1} \times \frac{U_t}{U_{t-1}} \times (1 - RC \times \frac{\text{Act}_{(t-1,t)}}{365})$$

provided that,  $\text{Net\_}U_t$  for the Strike Date will be  $\text{Net\_}U_0$ .

" $\text{Net\_}U_{t-1}$ " means, in respect of an ACT Day  $t$ ,  $\text{Net\_}U_t$  in respect of the immediately preceding ACT Day  $t$ .

" $\text{Net\_}U_{\text{IR}(t)}$ " means, in respect of an ACT Day  $t$ ,  $\text{Net\_}U_t$  in respect of the Latest Option Reset Date in respect of such ACT Day  $t$ .

" $\text{OM}_t$ " means, in respect of an Option Reset Date, the latest occurring ACT Day  $s$  on which:

- (a)  $\frac{\text{Act}_{(t,s)}}{365} \leq \text{Initial Protection Period}$
- (b)  $\frac{\text{Act}_{(t,s)}}{365} \geq \text{Option Minimum Maturity}$
- (c)  $LP_{\text{THEO}} \leq 1 - \text{Target Exposure}_t$

where, for the purposes of the calculation of  $LP_{\text{THEO}}$ :

- (A) the parameter represented by "k" is the rate determined by the Calculation Agent in respect of such ACT Day  $t$  in accordance with the following formula:
$$\frac{\text{Protection Level}}{\text{Target Exposure}_t} \times \frac{HWM_t}{\text{Protected Index Level}_t}$$
- (B) the parameter represented by "m" is the  $\text{Target Exposure}_t$  in respect of such ACT Day  $t$ ;
- (C) the parameter represented by "s" is the  $\text{Target Exposure}_t$  in respect of such ACT Day  $t$ ; and
- (D) the parameter represented by " $\tau$ " is  $\frac{\text{Act}_{(t,s)}}{365}$  in respect of such ACT Day  $t$ ,

provided that, such day shall be an  $\text{OM}_t$  notwithstanding the occurrence of a subsequent Option Reset Date on which another  $\text{OM}_t$  is identified and further provided that, if such  $\text{OM}_t$  is not an ACT Day  $t$ , for the purpose of determining the Lookback Put Price, such  $\text{OM}_t$  will be deemed to fall on the immediately preceding ACT Day  $t$ .

" $\text{OM}_{\text{IR}(t)}$ " means, in respect of an ACT Day  $t$ , the  $\text{OM}_t$  in respect of the Latest Option Reset Date in respect of such ACT Day  $t$ .

"Option Minimum Maturity" means the number specified as such in the applicable Final Terms.

**"Option Reset Date"** means (a) if Option Reset is specified as applicable in the applicable Final Terms, (i) any ACT Day  $t$  in respect of which either (A) the Protected Index Level $_t$  is greater than  $HWM_{t-1}$  or (B) such ACT Day  $t$  falls on or after  $OM_{tR(t)}$ , or (b) if Option Reset is not specified as applicable in the applicable Final Terms, the Strike Date.

**"Protected Index Level $_0$ "** means the rate specified as such in the applicable Final Terms.

**"Protected Index Level $_s$ "** means, in respect of an ACT Day  $t$ , the Protected Index Level $_t$  in respect of the ACT Day  $s$  immediately preceding such ACT Day  $t$ , or if none, Protected Index Level $_0$ .

**"Protected Index Level $_t$ "** means, in respect of an ACT Day  $t$ :

- (a) if a Cash Lock Event has not occurred on or before such ACT Day  $t$ , the rate determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} \text{Protected Index Level}_t &= \text{Protected Index Level}_{tR(t)} \\ &\times \left[ \text{Target Exposure}_{tR(t)} \times \frac{\text{Net}_U_t}{\text{Net}_U_{tR(t)}} + \text{Lookback Put Price}_t \right. \\ &\quad \left. + \text{Residual Cash Amount}_t \right]; \end{aligned}$$

- (b) if a Cash Lock Event has occurred before such ACT Day  $t$ , the rate determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} \text{Protected Index Level}_t &= \text{Protected Index Level}_{t-1} \\ &\times \left[ 1 + (\text{Reference Rate}_{t-1} - AF) \times \frac{\text{Act}_{(t-1,t)}}{DCF} \right], \end{aligned}$$

provided that, Protected Index Level $_t$  for the Strike Date will be Protected Index Level $_0$ .

**"Protected Index Level $_{t-1}$ "** means, in respect of an ACT Day  $t$ , the Protected Index Level $_t$  on the immediately preceding ACT Day  $t$ .

**"Protected Index Level $_{tR(t)}$ "** means, in respect of an ACT Day  $t$ , the Protected Index Level $_t$  in respect of the Latest Option Reset Date in respect of such ACT Day  $t$ .

**"Protection Level"** means the percentage specified as such in the applicable Final Terms.

**" $q$ "** means the percentage specified as such in the applicable Final Terms.

**"Rate Calculation Date"** means, in respect of an ACT Day  $t$ , the first, second or third ACT Day preceding such day, as specified in the applicable Final Terms.

**"RC"** means the rate specified as such in the applicable Final Terms.

**"Reference Floating Rate"** means, in respect of an ACT Day  $t$ , the Reference Floating Rate Option in respect of the Rate Calculation Date for such day appearing on the Reference Floating Rate Option Page at the Reference Floating Rate Option Time (the **"Original Reference Floating Rate"**), provided that if (i) the relevant rate does not appear on such page at such time, (ii) there has been a permanent or indefinite cancellation of the relevant rate, (iii) the relevant rate ceases to exist or ceases to be published permanently or indefinitely or (iv) it is unlawful or impracticable for the Calculation Agent to make any calculations or determinations using the relevant rate, the Reference Floating Rate Option for such ACT Day  $t$  shall be determined by the Calculation Agent at such time and from such source(s) as it may select acting in good faith and in a commercially reasonable

manner. In determining the relevant rate, the Calculation Agent may have regard to any sources(s) it considers appropriate, including, but not limited to:

- (a) any alternative rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency in which the relevant rate is denominated (each a "**Relevant Nominating Body**"), that is consistent with industry accepted standards, provided that, if two or more alternative rates are selected by any Relevant Nominating Body, the Issuer or the Calculation Agent, as applicable, shall determine which of those rates is most appropriate to preserve the economic features of the relevant Securities;
- (b) any alternative rate that has replaced the Original Reference Floating Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest on the same basis as the Original Reference Floating Rate; or
- (c) such other rate as the Calculation Agent determines is most comparable to the Original Reference Floating Rate.

The Calculation Agent will apply such adjustments that are formally recommended by any Relevant Nominating Body or, if none, may determine any adjustments that are in customary market usage in the international debt capital markets needed to make the replacement rate comparable to the Original Reference Floating Rate, acting in good faith and in a commercially reasonable manner.

The determination of a replacement rate and any applicable adjustments will (in the absence of manifest error) be final and binding, unless the Calculation Agent subsequently determines in respect of an ACT Day  $t$  that such rate is no longer comparable to the Original Reference Floating Rate or no longer constitutes an industry accepted successor rate, in which case, a new replacement rate shall be determined in accordance with paragraph (i), (ii) or (iii) above for each subsequent ACT Day  $t$ . If the Calculation Agent is unable to or otherwise does not determine a further replacement rate, then the rate will remain unchanged.

**"Reference Floating Rate Option"** means the relevant rate and designated maturity specified as such in the applicable Final Terms.

**"Reference Floating Rate Option Page"** means the page or price source specified as such in the applicable Final Terms.

**"Reference Floating Rate Option Time"** means the time specified as such in the applicable Final Terms.

**"Reference Rate <sub>$t$</sub> "** means, in respect of an ACT Day  $t$ , (i) the fixed rate specified in the applicable Final Terms or (ii) the Reference Floating Rate for such day plus a percentage, as specified in the applicable Final Terms.

**"Reference Rate <sub>$t-1$</sub> "** means, in respect of an ACT Day  $t$ , the Reference Rate <sub>$t$</sub>  in respect of the immediately preceding ACT Day  $t$ .

**"Reference Rate <sub>$tR(t)$</sub> "** means, in respect of an ACT Day  $t$ , the Reference Rate <sub>$t$</sub>  in respect of the Latest Option Reset Date in respect of such ACT Day  $t$ .

**"Reset Target Exposure"** means the percentage specified as such in the applicable Final Terms.

**"Residual Cash Amount<sub>0</sub>"** means the rate specified as such in the applicable Final Terms.

**"Residual Cash Amount <sub>$t$</sub> "** means, in respect of an ACT Day  $t$ :

- (a) if such ACT Day  $t$  is an Option Reset Date, the rate determined by the Calculation Agent in accordance with the following formula:

$$\text{Residual Cash Amount}_t = [1 - \text{Target Exposure}_t - \text{Lookback Put Price}_t];$$

- (b) otherwise, the rate determined by the Calculation Agent in accordance with the following formula:

*Residual Cash Amount<sub>t</sub>*

$$= \text{Residual Cash Amount}_{t-1} \times \left[ 1 + (\text{Reference Rate}_{t-1} - AF) \times \frac{\text{Act}_{(t-1,t)}}{DCF} \right]$$

provided that, the Residual Cash Amount<sub>t</sub> for the Strike Date will be Residual Cash Amount<sub>0</sub>.

"**Residual Cash Amount<sub>t-1</sub>**" means, in respect of an ACT Day  $t$ , the Residual Cash Amount on the immediately preceding ACT Day  $t$ .

"**RF**" means the percentage specified as such in the applicable Final Terms.

"**RK<sub>t</sub>**" means, in respect of an ACT Day  $t$ , the level determined by the Calculation Agent in accordance with the following formula:

$$RK_t = \frac{\text{Protection Level}}{\text{Target Exposure}_t} \times \frac{HWM_t}{\text{Protected Index Level}_t}.$$

"**RLBP<sub>t</sub>**" means, in respect of an ACT Day  $t$ , the level determined by the Calculation Agent in accordance with the following formula:

$$RLBP_t = LP_{THEO}$$

where, for the purposes of the calculation of  $LP_{THEO}$ :

- (A) the parameter represented by "k" is  $RK_t$  in respect of such ACT Day  $t$ ;
- (B) the parameter represented by "m" is  $\text{Target Exposure}_t$  in respect of such ACT Day  $t$ ;
- (C) the parameter represented by "s" is  $\text{Target Exposure}_t$  in respect of such ACT Day  $t$ ; and
- (D) the parameter represented by " $\tau$ " is  $\frac{\text{Act}_{(t,OMt)}}{365}$  in respect of such ACT Day  $t$ .

"**SCD**" means the standard gaussian cumulative distribution function.

"**σ**" means the percentage specified as such in the applicable Final Terms.

"**S<sub>t</sub>**" means, in respect of an ACT Day  $t$ , the level determined by the Calculation Agent in accordance with the following formula:

$$S_t = \text{Target Exposure}_{tR(t)} \times \frac{\text{Net}_U_t}{\text{Net}_U_{tR(t)}}$$

"**Strategy Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are opened for general business (including dealings in foreign exchange and foreign currency deposits) in the Strategy Business Day Centre(s).

"**Strategy Business Day Centre(s)**" means the place(s) specified as such in the applicable Final Terms.

"**Target Exposure<sub>t</sub>**" means, in respect of an ACT Day  $t$ :



- (a) if such ACT Day  $t$  is the Strike Date, the Initial Target Exposure;
- (b) otherwise, the Reset Target Exposure.

**"Target Exposure<sub>t(R(t))</sub>"** means, in respect of an ACT Day  $t$ , the Target Exposure <sub>$t$</sub>  in respect of the Latest Option Reset Date in respect of such ACT Day  $t$ .

**"Underlying Reference Valuation Day"** means a calendar day, Business Day, Exchange Business Day, Scheduled Trading Day, Custom Index Business Day, Fund Business Day, Settlement Price Date, SPS Valuation Date or other day specified as such in the applicable Final Terms.

**"Upfront Level"** means the percentage specified as such in the applicable Final Terms.

**"U<sub>t</sub>"** means, in respect of an ACT Day  $t$ :

- (a) the Underlying Reference Closing Price Value in respect of such day, provided that, if there is no Underlying Reference Closing Price Value in respect of such day or such day is a Disrupted Day (in the case of Index Linked Securities, Custom Index Securities or Share Linked Securities) (a **"Disrupted Level Day"**) and:
  - (A) if "Following ACT Day" is specified in the applicable Final Terms, U<sub>t</sub> will be the Underlying Reference Closing Price Value for the next succeeding ACT Day  $t$  which is not a Disrupted Level Day; or
  - (B) if "Preceding ACT Day" is specified in the applicable Final Terms, U<sub>t</sub> will be the Underlying Reference Closing Price Value for the immediately preceding ACT Day  $t$  which is not a Disrupted Level Day;
- (b) the Underlying Reference Volatility Hedged Value; or
- (c) the Underlying Reference Volatility Asset Value,

in each case, as specified in the applicable Final Terms.

**"U<sub>t-1</sub>"** means, in respect of an ACT Day  $t$ , U<sub>t</sub> for the immediately preceding ACT Day  $t$ .

**(t) Underlying Reference Volatility Asset Value**

**"Underlying Reference Volatility Asset Value"** means, in respect of an ACT Day, the rate determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} \text{Underlying Reference Volatility Asset Value}_t = & \\ & \text{Underlying Reference Asset Volatility}_{t-1} + \text{Constant Percentage 1} + \sum_{k=1}^2 n_{k,t-1}^{used} \times \\ & (\text{Level}_{k,t} - \text{Level}_{k,t-1} + \text{Constant Percentage 2}) + n_{t-1}^{cash} \times (\text{cash}_t - \text{cash}_{t-1} + \\ & \text{Constant Percentage 3}), \end{aligned}$$

provided that, the Underlying Reference Volatility Asset Value<sub>t</sub> on the Strike Date is Underlying Reference Volatility Asset Value<sub>0</sub>.

**(u) Underlying Reference Volatility Asset Value Definitions**

**"Act<sub>(t-1,t)</sub>"** means, in respect of an ACT Day, the number of calendar days from (but excluding) the ACT Day immediately preceding such ACT Day to (and including) such ACT Day.

**"ACT Day"** or **"t"** means each day that is an Underlying Reference Valuation Date.

"**Cap1**" means the percentage specified as such in the applicable Final Terms.

"**Cap2**" means the percentage specified as such in the applicable Final Terms.

"**Cash<sub>0</sub>**" means the percentage specified as such in the applicable Final Terms.

"**Cash<sub>t</sub>**" means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$Cash_t = Cash_{t-1} \times \left( 1 + Reference\ Rate_{t-1} \times \frac{Act(t-1, t)}{360} \right)$$

Provided that, Cash<sub>t</sub> on the Strike Date is Cash<sub>0</sub>.

"**Cash<sub>t-1</sub>**" means, in respect of an ACT Day, Cash<sub>t</sub> on the ACT Day immediately preceding such day.

"**Covar<sub>(1,2),n,t</sub>**" means, in respect of an Underlying Reference and an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$Covar_{(1,2),n,t} = 252 \times \left( \frac{1}{n} \times \sum_{i=1}^n \ln \left( \frac{Level_{1,t-i+1}}{Level_{1,t-1}} \right) \times \ln \left( \frac{Level_{2,t-i+1}}{Level_{2,t-1}} \right) - \left( \frac{1}{n} \times \sum_{i=1}^n \ln \left( \frac{Level_{1,t-i+1}}{Level_{1,t-1}} \right) \right) \times \left( \frac{1}{n} \times \sum_{i=1}^n \ln \left( \frac{Level_{2,t-i+1}}{Level_{2,t-1}} \right) \right) \right)$$

"**FX Level<sub>k,t</sub>**" means, in respect of an Underlying Reference and an ACT Day, the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms in respect of such Underlying Reference on such ACT Day, provided that, if such rate of exchange is not available from such sources at such time, the rate of exchange determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, provided that FX Level<sub>k,t</sub> on the Strike Date is the rate specified in the applicable Final Terms as FX Initial.

"**i**" means, in respect of an ACT Day, the number of ACT Days prior to such ACT Day equal to n.

"**lag<sub>k</sub>**" means, in respect of an Underlying Reference, the number of ACT Days specified as such in the applicable Final Terms.

"**Level<sub>k,t</sub>**" means, in respect of an Underlying Reference and an ACT Day, (a) the Underlying Reference Closing Price Value in respect of such day, provided that, if there is no Underlying Reference Closing Price Value in respect of such day or such day is a Disrupted Day and:

- (i) if "Following ACT Day" is specified in the applicable Final Terms, Level<sub>k,t</sub> will be the Underlying Reference Closing Price Value for the next succeeding Day which is not a Disrupted Day; or
- (ii) if "Preceding ACT Day" is specified in the applicable Final Terms, Level<sub>k,t</sub> will be the Underlying Reference Closing Price Value for the immediately preceding ACT Day which is not a Disrupted Day,

And (b) if FX Conversion is specified as applicable in the applicable Final Terms for the Underlying Reference, multiplied by FX Level<sub>k,t</sub>.

"**Level<sub>k,t-i</sub>**" means, in respect of an Underlying Reference and an ACT Day, Level<sub>k,t</sub> in respect of the ACT Day falling i ACT Days prior to such day.

"Level<sub>k,t-i+1</sub>" means, in respect of an Underlying Reference and an ACT Day, Level<sub>k,t</sub> in respect of the ACT Day immediately succeeding the ACT Day falling i ACT Days prior to such day.

"ln" means natural logarithm.

"n" means a number of ACT Days equal to x or y, as applicable.

" $n_t^{cash}$ " means, in respect of an ACT Day:

$$n_t^{cash} = \frac{1}{Cash_t} \times (Underlying\ Reference\ Volatility\ Asset\ Value_t - \sum_{k=1}^2 n_{k,t}^{used} \times Level_{k,t})$$

" $n_{t-1}^{cash}$ " means, in respect of a Scheduled Trading Day,  $n_t^{cash}$  on the Scheduled Trading Day immediately preceding such day.

" $n_{k,t}^{target}$ " means, in respect of an Underlying Reference and an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$n_{k,t}^{target} = W_{k,t}^{target} \times \frac{Underlying\ Reference\ Volatility\ Asset\ Value_t}{Level_{k,t}}$$

" $n_{k,t-lag_k}^{target}$ " means, in respect of an Underlying Reference and an ACT Day,  $n_{k,t}^{target}$  in respect of the ACT Day falling lag<sub>k</sub> ACT Days prior to such day.

" $n_{k,0}^{used}$ " means the percentage specified as such in the applicable Final Terms.

" $n_{k,t}^{used}$ " means, in respect of an Underlying Reference and an ACT Day,  $n_{k,t-lag_k}^{target}$  in respect of such day provided that, if such day is a Disrupted Day,  $n_{k,t}^{used}$  will be the  $n_{k,t}^{used}$  for the immediately preceding Scheduled Trading Day which is not a Disrupted Day, and provided further that,  $n_{k,t}^{used}$  on the Strike Date is  $n_{k,0}^{used}$ . " $n_{k,t-1}^{used}$ " means, in respect of an Underlying Reference and an ACT Day,  $n_{k,t}^{used}$  on the ACT Day immediately preceding such day.

" $PtfVol_t$ " means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$PtfVol_t = \max \left( \sqrt{Var_{port,x,t}}, \sqrt{Var_{port,y,t}} \right)$$

"**Reference Floating Rate**" means, in respect of an ACT Day, the Reference Floating Rate Option in respect of such ACT Day appearing on the Reference Floating Rate Option Page at the Reference Floating Rate Option Time (the "**Original Reference Floating Rate**"), provided that if (i) the relevant rate does not appear on such page at such time, (ii) there has been a permanent or indefinite cancellation of the relevant rate, (iii) the relevant rate ceases to exist or ceases to be published permanently or indefinitely or (iv) it is unlawful or impracticable for the Calculation Agent to make any calculations or determinations using the relevant rate, the Calculation Agent may determine the relevant rate for such ACT Day acting in good faith and in a commercially reasonable manner at such time as it may select. In determining the relevant rate, the Calculation Agent may have regard to any sources(s) it considers appropriate, including, but not limited to:

- (a) any alternative rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency in which the relevant rate is denominated (each a "**Relevant Nominating Body**"), that is consistent with industry accepted standards, provided that, if two or more alternative rates are selected by any Relevant Nominating Body, the Issuer or the Calculation Agent, as applicable, shall determine which of those rates is most appropriate to preserve the economic features of the relevant Securities;

- (b) any alternative rate that has replaced the Original Reference Floating Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest on the same basis as the Original Reference Floating Rate; or
- (c) such other rate as the Calculation Agent determines is most comparable to the Original Reference Floating Rate.

The determination of a replacement rate and any applicable adjustments will (in the absence of manifest error) be final and binding, unless the Calculation Agent subsequently determines in respect of an ACT Day that such rate is no longer comparable to the Original Reference Floating Rate or no longer constitutes an industry accepted successor rate, in which case, a new replacement rate shall be determined in accordance with paragraph (a), (b) or (c) above for each subsequent ACT Day. If the Calculation Agent is unable to or otherwise does not determine a further replacement rate, then the rate will remain unchanged.

**"Reference Floating Rate Option"** means the relevant rate and designated maturity specified as such in the applicable Final Terms.

**"Reference Floating Rate Option Page"** means the page or price source specified as such in the applicable Final Terms or such successor page or source as determined by the Calculation Agent.

**"Reference Floating Rate Option Time"** means the time specified as such in the applicable Final Terms.

**"Reference Rate<sub>t-1</sub>"** means (a) the fixed rate specified in the applicable Final Terms or (b) in respect of an ACT Day, the Reference Floating Rate for the ACT Day immediately preceding such day, as specified in the applicable Final Terms.

**"TargetVolExposure<sub>t</sub>"** means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$TargetVolExposure_t = \min\left(Cap1, \frac{TV}{P_{tfVol_t}}\right).$$

**"TV"** means the percentage specified as such in the applicable Final Terms.

**"Underlying Reference Valuation Date"** means a Business Day, Exchange Business Day, Scheduled Trading Day, SPS Valuation Date or other day specified as such in the applicable Final Terms.

**"Underlying Reference Volatility Asset Value<sub>0</sub>"** means the percentage specified as such in the applicable Final Terms.

**"Underlying Reference Volatility Asset Value<sub>t-1</sub>"** means, in respect of an ACT Day, the Underlying Reference Volatility Asset Value<sub>t</sub> on the ACT Day immediately preceding such day.

**"Var<sub>1,n,t</sub>"** means, in respect of an Underlying Reference and an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$Var_{1,n,t} = 252 \left( \frac{1}{n} \times \sum_{i=1}^n \left[ \ln \left( \frac{Level_{1,t-i+1}}{Level_{1,t-1}} \right) \right]^2 - \left( \frac{1}{n} \times \sum_{i=1}^n \ln \left( \frac{Level_{1,t-i+1}}{Level_{1,t-1}} \right) \right)^2 \right)$$

**"Var<sub>2,n,t</sub>"** means, in respect of an Underlying Reference and an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$Var_{2,n,t} = 252 \left( \frac{1}{n} \times \sum_{i=1}^n \left[ \ln \left( \frac{Level_{2,t-i+1}}{Level_{2,t-1}} \right) \right]^2 - \left( \frac{1}{n} \times \sum_{i=1}^n \ln \left( \frac{Level_{2,t-i+1}}{Level_{2,t-1}} \right) \right)^2 \right)$$

"**Var<sub>1,n,t</sub>**" means, in respect of an Underlying Reference and an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$Var_{port,n,t} = W_{1,t}^{ref} \times W_{1,t}^{ref} \times Var_{1,n,t} + W_{2,t}^{ref} \times W_{2,t}^{ref} \times Var_{2,n,t} + 2 \times W_{1,t}^{ref} \times W_{2,t}^{ref} \times Covar_{(1,2),n,t}.$$

"**W<sub>k,t</sub><sup>ref</sup>**" means, in respect of an Underlying Reference and an ACT Day, the level determined by the Calculation Agent in accordance with the following formulae:

- (a) in respect of k=1:

$$W_{1,t}^{ref} = \min \left( Cap2, \frac{TV}{\sqrt{Var_{1,x,t} ; \sqrt{Var_{1,y,t}}}} \right)$$

- (b) in respect of k=2

$$W_{1,t}^{ref} = 1 - W_{1,t}^{ref}$$

"**W<sub>k,t</sub><sup>target</sup>**" means, in respect of an Underlying Reference and an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$W_{k,t}^{target} = W_{1,t}^{ref} \times TargetVoExposure_t.$$

"**x**" means the number of ACT Days specified as such in the applicable Final Terms.

"**y**" means the number of ACT Days specified as such in the applicable Final Terms.

## 1.7 Greatest Period Values for SPS Coupon/Premium Amount Rates, Payouts and Entitlement Amounts

### (a) Mono Underlying Reference Value Definitions

"**Greatest Underlying Reference Intraday Value**" means, in respect of an Underlying Reference and a SPS Valuation Period, the highest Underlying Reference Intraday Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period; and

"**Greatest Underlying Reference Value**" means, in respect of an Underlying Reference and a SPS Valuation Period, the highest Underlying Reference Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period.

### (b) Multi Underlying Reference Value Definitions

"**Greatest Basket Value**" means, in respect of a SPS Valuation Period, the highest Basket Value for all the SPS Valuation Dates in such SPS Valuation Period;

"**Greatest Best Intraday Value**" means, in respect of a SPS Valuation Period, the highest Best Intraday Value for all the SPS Valuation Dates in such SPS Valuation Period;

"**Greatest Best Value**" means, in respect of a SPS Valuation Period, the highest Best Value for all the SPS Valuation Dates in such SPS Valuation Period;

**"Greatest Conditional Value (Basket)"** means, in respect of an Underlying Reference in the Basket and a SPS Valuation Period, the highest Conditional Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period;

**"Greatest Rainbow Value"** means, in respect of a SPS Valuation Period, the highest for all SPS Valuation Dates in such SPS Valuation Period of the relevant Rainbow Values; and

**"Greatest Underlying Reference Value (Basket)"** means, in respect of an Underlying Reference in the Basket and a SPS Valuation Period, the highest Underlying Reference Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period;

**"Greatest Underlying Reference Volatility Hedged Value"** means, in respect of a SPS Valuation Period, the highest Underlying Reference Volatility Hedged Value for all the SPS Valuation Dates in such SPS Valuation Period;

**"Greatest Worst Intraday Value"** means, in respect of a SPS Valuation Period, the highest Worst Intraday Value for all the SPS Valuation Dates in such SPS Valuation Period; and

**"Greatest Worst Value"** means, in respect of a SPS Valuation Period, the highest Worst Value for all the SPS Valuation Dates in such SPS Valuation Period.

#### 1.8 **Lowest Period Values for SPS Coupon/Premium Amount Rates, Payouts and Entitlement Amounts**

##### (a) **Mono Underlying Reference Value Definitions**

**"Lowest Underlying Reference Intraday Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the lowest Underlying Reference Intraday Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period; and

**"Lowest Underlying Reference Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the lowest Underlying Reference Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period.

##### (b) **Multi Underlying Reference Value Definitions**

**"Lowest Basket Value"** means, in respect of a SPS Valuation Period, the lowest Basket Value for all the SPS Valuation Dates in such SPS Valuation Period;

**"Lowest Best Value"** means, in respect of a SPS Valuation Period, the lowest Best Value for all the SPS Valuation Dates in such SPS Valuation Period;

**"Lowest Greatest Conditional Value (Basket)"** means, in respect of a SPS Valuation Period, the lowest Greatest Conditional Value (Basket) for any Underlying Reference in the Basket in respect of such SPS Valuation Period;

**"Lowest Greatest Underlying Value (Basket)"** means, in respect of a SPS Valuation Period, the lowest Greatest Underlying Reference Value (Basket) for any Underlying Reference in the Basket in respect of such SPS Valuation;

**"Lowest Rainbow Value"** means, in respect of a SPS Valuation Period, the lowest for all SPS Valuation Dates in such SPS Valuation Period of the relevant Rainbow Values;

**"Lowest Worst Intraday Value"** means, in respect of a SPS Valuation Period, the lowest Worst Intraday Value for all the SPS Valuation Dates in such SPS Valuation Period; and

**"Lowest Worst Value"** means, in respect of a SPS Valuation Period, the lowest Worst Value for all the SPS Valuation Dates in such SPS Valuation Period.

#### 1.9 **Average Values for SPS Coupon/Premium Amount Rates, Payouts and Entitlement Amounts**

##### (a) **Mono Underlying Reference Value Definitions**

**"Average Underlying Reference TOM Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the arithmetic average of the Underlying Reference TOM Values for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period;

**"Average Underlying Reference Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the arithmetic average of the Underlying Reference Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period; and

**"VWAP SPS Period Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the arithmetic average of the volume weighted average prices of such Underlying Reference on each SPS Valuation Date in the SPS Valuation Period published by the VWAP Source at the VWAP Specified Time, as determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner, provided that, if, in the determination of the Calculation Agent, no such volume weighted average price can be determined in respect of an SPS Valuation Date in the SPS Valuation Period, the VWAP Value for such day shall be a value determined by the Calculation Agent acting in good faith and in a commercially reasonable manner as the volume weighted average price of such Underlying Reference for such day having regard to the then prevailing market conditions, the last published volume weighted average price and such other factors as the Calculation Agent determines relevant.

Where:

**"VWAP Specified Time"** means the time specified in the applicable Final Terms; and

**"VWAP Source"** means the source specified as such in the applicable Final Terms.

##### (b) **Multi Underlying Reference Value Definitions**

**"Average Basket Value"** means, in respect of a SPS Valuation Period, the arithmetic average of the Basket Values for all the SPS Valuation Dates in such SPS Valuation Period;

**"Average Best Value"** means, in respect of a SPS Valuation Period, the arithmetic average of the Best Values for all the SPS Valuation Dates in such SPS Valuation Period;

**"Average Rainbow Value"** means, in respect of a SPS Valuation Period, the arithmetic average for all SPS Valuation Dates in such SPS Valuation Period of the relevant Rainbow Values;

**"Average Underlying Reference Volatility Hedged Value"** means, in respect of a SPS Valuation Period, the arithmetic average of the Underlying Reference Volatility Hedged Values for all the SPS Valuation Dates in such SPS Valuation Period; and

**"Average Worst Value"** means, in respect of a SPS Valuation Period, the arithmetic average of the Worst Values for all the SPS Valuation Dates in such SPS Valuation Period.

#### 1.10 **Weighted Average Values for SPS Coupon/Premium Amount Rates, Payouts and Entitlement Amounts**

##### (a) **Mono Underlying Reference Value Definitions**

**"Weighted Average Underlying Reference Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the sum of the values calculated for all the SPS Valuation Dates in such SPS Valuation Period as (a) the Underlying Reference Value for such Underlying Reference for such SPS Valuation Date (b) multiplied by the relevant SPS Date Weighting.

(b) **Multi Underlying Reference Value Definitions**

**"Weighted Average Basket Value"** means, in respect of a SPS Valuation Period, the sum of the values calculated for all the SPS Valuation Dates in such SPS Valuation Period as (a) the Basket Value for such SPS Valuation Date (b) multiplied by the relevant SPS Date Weighting;

**"Weighted Average Best Value"** means, in respect of a SPS Valuation Period, the sum of the values calculated for all the SPS Valuation Dates in such SPS Valuation Period as (a) the Best Value for such SPS Valuation Date (b) multiplied by the relevant SPS Date Weighting;

**"Weighted Average Rainbow Value"** means, in respect of a SPS Valuation Period, the sum of the values calculated for all SPS Valuation Dates in such SPS Valuation Period as (a) the relevant Rainbow Values (b) multiplied by the relevant SPS Date Weighting; and

**"Weighted Average Worst Value"** means, in respect of a SPS Valuation Period, the sum of the values calculated for all the SPS Valuation Dates in such SPS Valuation Period as (a) the Worst Value for such SPS Valuation Date (b) multiplied by the relevant SPS Date Weighting.

1.11 **Minimum/Maximum Values**

Any value specified in the applicable Final Terms and used in the calculation of any SPS Coupon / Premium Amount Rate, Payout and/or Entitlement Amount or related provision may be subject to a cap of the Maximum Value and/or a floor of the Minimum Value, in each case specified in the applicable Final Terms.

1.12 **General Definitions for SPS Coupon/Premium Amount Rates, Final Payouts and Entitlement Amounts**

**"A<sub>(i)</sub>"** means either:

- (a) the percentage specified as such in the applicable Final Terms; or
- (b) in respect of a SPS Valuation Date, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 and 1.10,

in each case specified as such in the applicable Final Terms;

**"Additional Final Payout"** means each Final Payout or Divider Additional Final Payout specified as such in the applicable Final Terms for the relevant Sum Securities, Capped and Floored Sum Securities, Option Max Securities or Option Min and if Payout FX Conversion is specified as applicable in the applicable Final Terms, converted into the Payout Currency at the Payout FX Value, in each case specified in the applicable Final Terms;

**"Additional Final Payout Weighting"** is the number, amount or percentage specified as such in the applicable Final Terms;

**"Additional Gearing"** means the percentage specified as such in the applicable Final Terms;

**"AVRG Value"** means, in respect of a SPS Valuation Date, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;



**"Barrier Percentage Strike Price"** means the percentage specified as such in the applicable Final Terms;

**"Bonus Coupon"** means the percentage specified as such in the applicable Final Terms;

**"Bonus Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Conditional Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Conditional Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Conditional Value Condition"** means that the Up Final Redemption Value for the relevant Underlying Reference for the relevant SPS Valuation Date is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Conditional Value Level;

**"Conditional Value Level"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"Constant Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Constant Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Constant Percentage 3"** means the percentage specified as such in the applicable Final Terms;

**"Constant Percentage 4"** means the percentage specified as such in the applicable Final Terms;

**"Count Barrier"** means the level, amount, number or percentage specified as such in the applicable Final Terms;

**"Coupon Airbag Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Coupon Airbag Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Coupon Airbag Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"DCF"** means the number specified as such in the applicable Final Terms.

**"Divider Additional Final Payout"** means a value equal to 1 divided by the relevant Final Payout, as specified in the applicable Final Terms;

**"Divider Final Redemption Value"** means, in respect of a SPS Redemption Valuation Date, 1 divided by the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified in the applicable Final Terms;

**"Down Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Down Final Redemption Value"** means, in respect of a SPS Redemption Valuation Date, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Down Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Down Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"EDS Barrier Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Euro Fund Gearing"** means, in respect of a SPS Valuation Date, the percentage or number specified in the applicable Final Terms;

**"Final Fees"** means an amount equal to the product of (x) the Final Fees Rate and (y) the applicable Final Fees Day Count Fraction;

**"Final Fees Day Count Fraction"** means the Day Count Fraction specified as such in the applicable Final Terms;

**"Final Fees Period"** means the period from (and including) the Final Fees Period Beginning Date to (but excluding) the Final Fees Period Ending Date;

**"Final Fees Period Beginning Date"** means the Strike Date or, if not so specified, the date specified as such in the applicable Final Terms;

**"Final Fees Period Ending Date"** means the date specified as such in the applicable Final Terms or, if not so specified, the Redemption Valuation Date;

**"Final Fees Rate"** means the percentage specified as such in the applicable Final Terms;

**"Final Redemption Condition"** means that:

- (a) the FR Barrier Value for the relevant SPS FR Barrier Valuation Date or SPS FR Barrier Valuation Period is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Condition Level; (the **"Final Redemption Condition 1"**); and/or (as specified in the applicable Final Terms)
- (b) the FR Barrier Value 2 for the relevant SPS FR Barrier Valuation Date or SPS FR Barrier Valuation Period is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Condition Level 2 (the **"Final Redemption Condition 2"**);

**"Final Redemption Value"** means, in respect of a SPS Redemption Valuation Date, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms or the Divider Final Redemption Value, as specified in the applicable Final Terms;

**"Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FR Barrier Value"** means, in respect of a SPS FR Barrier Valuation Date or SPS FR Barrier Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10, specified as such in the applicable Final Terms;

**"FR Barrier Value 2"** means, in respect of a SPS FR Barrier Valuation Date or SPS FR Barrier Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Gear Down"** means the percentage specified as such in the applicable Final Terms;

**"Gear Up 1"** means the percentage specified as such in the applicable Final Terms;

**"Gear Up 2"** means the percentage specified as such in the applicable Final Terms;

**"Gearing"** means the percentage specified as such in the applicable Final Terms or the Euro Fund Gearing, as specified in the applicable Final Terms;

**"Gearing Down"** means the percentage specified as such in the applicable Final Terms;

**"Gearing Up"** means the percentage specified as such in the applicable Final Terms;

**"Global Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"i"** means the relevant SPS Valuation Date or SPS Valuation Period;

**"I"** means the total number of SPS Valuation Dates in the relevant SPS Valuation Period;

**"j"** means the relevant Strike Date;

**"k"** means the relevant Underlying Reference;

**"K"** means the total number of Underlying References in the Basket of Underlying References;

**"Local Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Local Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Loss Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Lower Conditional Value"** means either (a) Conditional Percentage 2 or (b) the Down Final Redemption Value, as specified in the applicable Final Terms;

**"m"** means the relevant SPS Valuation Date or SPS Valuation Period;

**"M"** means a series of SPS Valuation Dates or SPS Valuation Periods;

**"NA"** means, in respect of a Warrant or Certificate, the Notional Amount or, in respect of a Note, the Calculation Amount;

**"nEnd days"** has the meaning given it in the applicable Final Terms;

**"nStart days"** has the meaning given it in the applicable Final Terms;

**"Payout Currency"** means the currency specified as such in the applicable Final Terms;

**"Payout FX Closing Price Value"** means the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms for such Payout Currency on the Payout FX Rate Date

**"Payout FX Rate Date"** means the date specified as such in the applicable Final Terms;

**"Payout FX Rate Strike Date"** means the date specified as such in the applicable Final Terms;

**"Payout FX Strike Closing Price Value"** means (i) the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms on the Payout FX Rate Strike Date or (ii) the rate of exchange specified in the applicable Final Terms, as specified in the applicable Final Terms;

**"Payout FX Value"** means, in respect of a Payout Currency (a) the Payout FX Closing Price Value divided by (b) the Payout FX Strike Closing Price Value;

**"q"** means the relevant Observation Date or SPS Valuation Date;

**"Q"** is a series of SPS Valuation Dates in SPS Valuation Period<sub>(i)</sub> or Calculation Period<sub>(i)</sub>;

**"Redemption Payout"** means the Final Payout in specified in the applicable Final Terms;

**"SPS Date Weighting"** means, in respect of an SPS Valuation Date, the number, amount or percentage specified as such for such date in the applicable Final Terms;

**"SPS Redemption Valuation Date"** means each Underlying Interest Determination Date, Euro Fund Business Day, Averaging Date, Valuation Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"SPS Redemption Valuation Period"** means each period specified as such in the applicable Final Terms;

**"SPS Valuation Date"** means each SPS Coupon Valuation Date, Digital Coupon Event Determination Date, Snowball Digital Coupon Event Determination Date, SPS Redemption Valuation Date, SPS ER Valuation Date, SPS FR Valuation Date, SPS FR Barrier Valuation Date, Knock-in Determination Day, Knock-out Determination Day, Automatic Early Expiration Valuation Date, SPS EndDay Valuation Date, SPS StartDay Valuation Date, SPS Call Valuation Date, SPS Put Valuation Date, SPS ACS Valuation Date, SPS APS Valuation Date, SPS AR Valuation Date, Automatic Early Redemption Valuation Date, ACT Day, Range Accrual Valuation Date, Strike Day, Strike Date, AER Accumulator Valuation Date, Accumulator Valuation Date, SPS Transition Valuation Date, SPS ER Transition Valuation Date, Inflation and Rate Valuation Date or Inflation and Rate Valuation Date<sup>r</sup> specified as such in the applicable Final Terms;

**"SPS Valuation Period"** means each SPS ER Valuation Period, Digital Coupon Event Determination Period, Snowball Digital Coupon Event Determination Period, SPS Coupon Valuation Period, SPS FR Barrier Valuation Period, SPS Call Valuation Period, SPS Put Valuation Period, Automatic Early Redemption Valuation Period, SPS FR Valuation Period, SPS Redemption Valuation Period, Knock-in Determination Period, Knock-out Determination Period, SPS ACS Valuation Period, SPS APS Valuation Period, SPS AR Valuation Period, Strike Period, Range Accrual Observation Period, AER Accumulator Period, Accumulator Period, SPS Transition Valuation Period or SPS ER Transition Valuation Period specified in the applicable Final Terms;

**"Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"T"** means the relevant Observation Date or SPS Valuation Date;

**"Total M"** means the number specified as such in the applicable Final Terms;

**"Underlying Reference"** means, for the purposes of the SPS Payouts, Coupon/Premium Amount Rates and Entitlement Amounts, each Index, Share, ETI, Debt Security, Commodity, Commodity Index, Fund, Fund Index, Underlying Interest Rate, Inflation Index, Subject Currency or Future or other basis of reference to which the relevant Securities relate;

**"Underlying Reference Weighting"** means, in respect of an Underlying Reference, the number, amount or percentage specified as such for such Underlying Reference in the applicable Final Terms.

**"Up Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Up Final Redemption Value"** means, in respect of a SPS Redemption Valuation Date, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Up Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Up Strike Percentage"** means the percentage specified as such in the applicable Final Terms; and

"Upper Conditional Value" means either (a) Conditional Percentage 1 or (b) the Final Redemption Value, as specified in the applicable Final Terms.

## 2. FIXED INCOME COUPON/PREMIUM AMOUNT RATES AND PAYOUTS

### 2.1 Fixed Income Coupon Rates/Premium Amount Rates

The following Coupon Rate(s) or Premium Amount Rate(s) will apply to the Securities if specified in the applicable Final Terms:

#### (a) FX Vanilla Coupon

If FX Vanilla Coupon is specified as applicable in the applicable Final Terms:

$$\text{Min}(\text{GlobalCap A}, \text{Max}(\text{GlobalFloor A}, \text{Gearing A} \times \text{FX Coupon Performance}))$$

#### *Description of the Payout*

*The interest rate will be zero or a specified percentage or the greater of a specified percentage and the product of the performance of the Underlying Reference over a specified period and a gearing percentage.*

#### (b) FI Digital Coupon

If FI Digital Coupon is specified as applicable in the applicable Final Terms:

- (i) if the FI Digital Coupon Condition is satisfied in respect of the relevant FI Interest Valuation Date:

$$\text{Min}\left(\text{GlobalCap A}, \text{Max}\left(\text{GlobalFloor A}, \left(\sum_{i=1}^n \text{Gearing A}_{(i)} \times \text{FI Rate A}_{(i)}\right) + \text{Constant A}\right)\right)$$

; or

- (ii) if the FI Digital Coupon Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

$$\text{Min}\left(\text{GlobalCap B}, \text{Max}\left(\text{GlobalFloor B}, \left(\sum_{i=1}^n \text{Gearing B}_{(i)} \times \text{FI Rate B}_{(i)}\right) + \text{Constant B}\right)\right)$$

#### *Description of the Payout*

*A FI Digital Coupon provides that the Securities bear interest at one of 2 specified rates depending upon whether or not the specified Digital Coupon Condition is satisfied. The specified rate can be (i) a fixed percentage or (ii) a fixed percentage (which may be equal to zero) plus a floating rate, where the floating rate may be the sum of one or more floating interest rates or inflation rates with individual gearings applied. The payout may be subject to a minimum level (equal to the Global Floor) or a maximum level (equal to the Global Cap). The Gearing may be zero, a negative or a positive number and the fixed percentage may be equal to zero.*

*The Digital Coupon Condition is indexed to the value of the Underlying Reference(s) (which may be one or more Inflation Index/Indices) comparative to a barrier level(s) which can be fixed or step up or down.*

#### (c) FX Digital Coupon

If FX Digital Coupon is specified as applicable in the applicable Final Terms:

- (i) if the FI Digital Coupon Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Min (Global Cap A, Max (Global Floor A, Gearing A x FX Coupon Performance))

or

- (ii) if the FI Digital Coupon Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

Min(Global Cap B, Max(Global Floor B, Gearing B x FX Coupon Performance))

#### **Description of the Payout**

*A FX Digital Coupon provides that the Securities bear interest at one of two specified rates depending upon whether or not the specified Digital Coupon Condition is satisfied. The specified rate can be (i) a fixed percentage or (ii) a fixed percentage (which may be equal to zero) plus the product of the performance of the Underlying Reference over a specified period and a gearing percentage. The pay-out may be subject to a minimum level (equal to the Global Floor) or a maximum level (equal to the Global Cap). The Gearing may be zero, a negative or a positive number and the fixed percentage may be equal to zero. The Digital Coupon Condition is indexed to the value of the Underlying Reference(s).*

#### **(d) Range Accrual Coupon**

If Range Accrual Coupon is specified as applicable in the applicable Final Terms:

$$\text{Min} \left\{ \text{Global Cap}, \text{Max} \left( \text{Global Floor}, \text{Min} \left[ \text{Local Cap}, \text{Max} \left( \text{Local Floor}, \text{Global Margin} + \sum_{i=1}^n \text{Gearing}_{(i)} \times \text{FI Rate}_{(i)} \right) \right] \times \frac{n}{N} \right) \right\}$$

Where:

"n" is the number of Range Accrual Days in the relevant Range Period on which the Range Accrual Coupon Condition is satisfied; and

"N" is the number of Range Accrual Days in the relevant Range Period.

If Deemed Range Accrual is specified as applicable in the applicable Final Terms, the FI DC Barrier Value for each Range Accrual Day in the period from (and including) the Range Cut-off Date to (and including) the Range Period End Date will be deemed to be the FI DC Barrier Value on the Range Cut-off Date.

#### **Description of the Payout**

*A Range Accrual Coupon provides that the Securities bear interest on the basis of a rate calculated by reference to the number of Range Accrual Days in the relevant Range Accrual Period where the Range Accrual Coupon Condition is satisfied. The interest payable on each Interest Payment Date is equal to  $K * n/N$ , where n is the number of Range Accrual Days in the Range Accrual Period on which the Range Accrual Coupon Condition is satisfied and N is the total number of Range Accrual Days in the Range Accrual Period. K can be a fixed percentage or a floating rate plus a margin (which may be zero) and is subject to a minimum level (equal to the Local Floor) or a maximum level (equal to the Local Cap). The floating rate may be the sum of one or more floating interest rates or inflation rates with individual gearings applied.*

*The overall rate payable is also subject to a minimum level (equal to the Global Floor) or a maximum level (equal to the Global Cap).*

*The Range Accrual Coupon Condition is indexed to the value of the Underlying Reference(s) (which may be one or more Inflation Index/Indices) comparative to a barrier level(s) which can be fixed or step up or down.*

**(e) FX Range Accrual Coupon**

If FX Range Accrual Coupon is specified as applicable in the applicable Final Terms:

Min (Global Cap, Max (Global Floor, FI Rate x  $n/N$ ))

Where:

"n" is the number of Range Accrual Days in the relevant Range Period on which the Range Accrual Coupon Condition is satisfied; and

"N" is the number of Range Accrual Days in the relevant Range Period.

If Deemed Range Accrual is specified as applicable in the applicable Final Terms, the FI DC Barrier Value or FX Coupon Performance, as applicable, for each Range Accrual Day in the period from (and including) the Range Cut-off Date to (and including) the Range Period End Date will be deemed to be the FI DC Barrier Value or FX Coupon Performance, as applicable, on the Range Cut-off Date.

***Description of the Payout***

*A Range Accrual Coupon provides that the Securities bear interest on the basis of a rate calculated by reference to the number of Range Accrual Days in the relevant Range Accrual Period where the Range Accrual Coupon Condition is satisfied. The interest payable on each Interest Payment Date is equal to  $K * n/N$ , where n is the number of Range Accrual Days in the Range Accrual Period on which the Range Accrual Coupon Condition is satisfied and N is the total number of Range Accrual Days in the Range Accrual Period. K is a fixed percentage.*

*The overall rate payable is also subject to a minimum level (equal to the Global Floor) or a maximum level (equal to the Global Cap).*

*The Range Accrual Coupon Condition is indexed to the value of the Underlying Reference(s) comparative to a barrier level(s) which can be fixed or step up or down.*

**(f) FX Memory Coupon**

If FX Memory Coupon is specified as applicable in the applicable Final Terms:

- (i) if the FI Digital Coupon Condition is satisfied in respect of the relevant FI Interest Valuation Date:

FI Rate A – Paid FX Memory Coupons; or

- (ii) if the FI Digital Coupon Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

FI Rate B

Where:

**"Current FX Memory Coupon Interest Period"** means, in respect of a FI Interest Valuation Date, the Interest Period ending on or immediately prior to such FI Interest Valuation Date.

**"Paid FX Memory Coupons"** means, in respect of a FI Interest Valuation Date, the sum of the values calculated for each Interest Period as the product of (i) the Rate of Interest and (ii) the Day Count Fraction, in each case calculated for each Interest Period preceding the Current FX Memory Coupon Interest Period.

***Description of the Payout***

*A FX Memory Coupon provides that the Securities bear interest at one of two specified rates depending upon whether or not the specified Digital Coupon Condition is satisfied. Either specified rate are a fixed percentage and can be zero. If the specified Digital Coupon Condition is satisfied any previous coupons paid are deducted from the fixed rate paid.*

**(g) Combination Floater Coupon**

If Combination Floater is specified as applicable in the applicable Final Terms:

$$\text{Min} \left( \text{Global Cap}, \text{Max} \left( \text{Global Floor}, \text{Global Margin} + \sum_{i=1}^n \text{Gearing}_{(i)} \times \text{FI Rate}_{(i)} \right) \right)$$

***Description of the Payout***

*A Combination Floater Coupon may be any of the following (i) a fixed percentage or (ii) a floating rate plus a margin (which can be equal to zero), where the floating rate may be the sum of one or more floating interest rates or inflation rates with individual gearings applied. The rate payable is subject to a minimum level (equal to the Global Floor) or a maximum level (equal to the Global Cap). The Gearing may be zero, negative or positive.*

**(h) PRDC Coupon**

If PRDC Coupon is specified as applicable in the applicable Final Terms:

(A) if Knock-in Event is specified as applicable in the applicable Final Terms:

I. if no Knock-in Event has occurred, 0 (zero); or

II. if a Knock-in Event has occurred:

$$\text{Min} (\text{Cap}, \text{Max} (\text{Floor}, (\text{Coupon Percentage 1} \times \text{PRDC Performance}) - \text{Coupon Percentage 2}));$$

(B) if Knock-in Event is not specified as applicable in the applicable Final Terms:

$$\text{Min} (\text{Cap}, \text{Max} (\text{Floor}, (\text{Coupon Percentage 1} \times \text{PRDC Performance}) - \text{Coupon Percentage 2}));$$

(C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

I. if a Knock-in Event has occurred but a Knock-out Event has not occurred:

$$\text{Min} (\text{Cap}, \text{Max} (\text{Floor}, (\text{Coupon Percentage 1} \times \text{PRDC Performance}) - \text{Coupon Percentage 2}));$$



- II. if (a) a Knock-in Event and a Knock-out Event have occurred or (b) a Knock-out Event has occurred, 0 (zero);

Where:

"PRDC Performance" means the quotient of the Final Settlement Price (as numerator) and the Initial Settlement Price (as denominator).

***Description of the Payout***

*If a Knock-in Event or a Knock-in Event and Knock-out Event are specified as applicable, the interest payable will vary depending on whether such event(s) have occurred.*

*If applicable, a Knock-in Event or Knock-out Event will occur if on a Knock-in Determination Day or Knock-out Determination Day (as applicable) or in respect of a Knock-in Determination Period or Knock-out Determination Period (as applicable) the level of the Underlying Reference (which will be a Subject Currency) when observed at the specified time(s) is greater than, greater than or equal to, less than or less than or equal to (as applicable) the level specified in or determined as provided in the applicable Final Terms or within the Knock-in Range Level or Knock-out Range Level specified.*

*Whether a Knock-in Event and, if applicable, a Knock-out Event has occurred will determine whether the interest rate will be zero or a percentage that is (subject to a specified minimum and/or maximum) equal to a specified percentage multiplied by the performance of the Underlying Reference over a specified period and reduced by a specified percentage.*

(i) **FI Digital Floor Coupon**

If FI Digital Floor Coupon is specified as applicable in the applicable Final Terms:

- (A) if Knock-in Event is specified as applicable in the applicable Final Terms:

- I. if no Knock-in Event has occurred, 0 (zero);
- II. if a Knock-in Event has occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Floor Percentage 1; or
- III. if a Knock-in Event has occurred and the FI Digital Floor Condition is not satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Floor Percentage 2.

- (B) if Knock-in Event is not specified as applicable in the applicable Final Terms:

- I. if the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Floor Percentage 1; or
- II. if the FI Digital Floor Condition is not satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Floor Percentage 2; or

(C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

- I. if no Knock-in Event has occurred, 0 (zero); or
- II. if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 1;

- III. in all other cases:

Digital Floor Percentage 2.

***Description of the Payout***

*If a Knock-in Event or a Knock-in Event and Knock-out Event are specified as applicable, the interest payable will vary depending on (i) whether such event(s) have occurred and (ii) whether the FI Digital Floor Condition is satisfied. If no Knock-in Event or Knock-out Event is specified, the interest payable will vary depending on whether the FI Digital Floor Condition is satisfied.*

*The FI Digital Floor Condition will be satisfied if the FI Digital Value is less than or equal to the level specified or determined as provided in the applicable Final Terms. If applicable, a Knock-in Event or Knock-out Event will occur if on a Knock-in Determination Day or Knock-out Determination Day (as applicable) or in respect of a Knock-in Determination Period or Knock-out Determination Period (as applicable) the level of the Underlying Reference (which will be a Subject Currency) when observed at the specified time(s) is greater than, greater than or equal to, less than or less than or equal to (as applicable) the level specified in or determined as provided in the applicable Final Terms or within the Knock-in Range Level or Knock-out Range Level specified.*

*Whether (i) a Knock-in Event and, if applicable, a Knock-out Event has occurred and (ii) the FI Digital Floor Condition is satisfied will determine whether interest is payable and, if so, which specified rate will be used to calculate the interest payable.*

**(j) FI Digital Cap Coupon**

If FI Digital Cap Coupon is specified as applicable in the applicable Final Terms:

(A) if Knock-in Event is specified as applicable in the applicable Final Terms:

- I. if no Knock-in Event has occurred, 0 (zero);
- II. if a Knock-in Event has occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Cap Percentage 1; or

- III. if a Knock-in Event has occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

Digital Cap Percentage 2; or

(B) if Knock-in Event is not specified as applicable in the applicable Final Terms:

- I. if the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 1; or
- II. if the FI Digital Cap Condition is not satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 2; or
- (C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
  - I. if no Knock-in Event has occurred, 0 (zero); or
  - II. if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 1; or
  - III. in all other cases:  
Digital Cap Percentage 2.

***Description of the Payout***

*If a Knock-in Event or a Knock-in Event and Knock-out Event are specified as applicable, the interest payable will vary depending on (i) whether such event(s) have occurred and (ii) whether the FI Digital Cap Condition is met. If no Knock-in Event or Knock-out Event is specified, the interest payable will vary depending on whether the FI Digital Cap Condition is satisfied.*

*The FI Digital Cap Condition will be satisfied if the FI Digital Value is greater than or equal to the level specified or determined as provided in the applicable Final Terms. If applicable, a Knock-in Event or Knock-out Event will occur if on a Knock-in Determination Day or Knock-out Determination Day (as applicable) or in respect of a Knock-in Determination Period or Knock-out Determination Period (as applicable) the level of the Underlying Reference (which will be a Subject Currency) when observed at the specified time(s) is greater than, greater than or equal to, less than or less than or equal to (as applicable) the level specified in or determined as specified in the applicable Final Terms or within the Knock-in Range Level or Knock-out Range Level specified.*

*Whether (i) a Knock-in Event and, if applicable, a Knock-out Event has occurred and (ii) the FI Digital Cap Condition is satisfied will determine whether interest is payable and, if so, which specified rate will be used to calculate the interest payable.*

**(k) FI Target Coupon**

If FI Target Coupon is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event has not occurred, the Coupon Rate or Rate of Interest in respect of the Target Final Interest Period shall be the Final Interest Rate specified in the applicable Final Terms.

**Description of the Payout**

*If Target Automatic Early Redemption applies and an Automatic Early Redemption Event does not occur the rate of interest for the Interest Period ending on the Maturity Date (in the case of Notes) or Redemption Date (in the case of Certificates) will be the Final Interest Rate.*

*The Final Interest Rate may be*

1. *Capped only – In this case, the Final Interest Rate is the rate of interest calculated for the final interest period or, if less, the difference between the Automatic Early Redemption Percentage and the interest already paid;*
2. *Guaranteed only - In this case, the Final Interest Rate is the rate of interest calculated for the final interest period or, if greater, the difference between the Automatic Early Redemption Percentage and the interest already paid. If no Automatic Early Redemption Event occurs, this Interest Rate provides a payment at maturity that means the overall sum of all interest paid will be at least equal to the Automatic Early Redemption Percentage;*
3. *Capped and guaranteed - In this case, the Final Interest Rate is the Automatic Early Redemption Percentage less previous interest paid which means that the overall interest paid will be equal to the Automatic Early Redemption Percentage;*
4. *Not capped and not guaranteed – In this case, the Final Interest Rate is the interest calculated for the relevant Interest Period.*

**(1) Duration Adjusted Coupon**

If Duration Adjusted Coupon is specified as applicable in the applicable Final Terms:

$$\text{Constant Percentage} + \text{Max}(0, \text{Rate}_{(i)} + \text{Spread}_{(i)}) * \frac{1 - (1 + \text{Rate}_{(i)})^{-N}}{\text{Rate}_{(i)}} / N$$

**2.2 Definitions for Fixed Income Coupon Rates/Premium Amount Rates**

"**Cap**" means the percentage specified as such in the applicable Final Terms;

"**Combination Rate**" means, in respect of a FI Interest Valuation Date, a percentage determined by the Calculation Agent in accordance with the following formula:

$$\text{Combination Rate} = \text{Combination Rate}_0 + \text{Combination Rate}_1 \times (1 + \text{Combination Rate}_1)^{n1} - \text{Combination Rate}_2 \times (1 + \text{Combination Rate}_2)^{n2};$$

"**Combination Rate<sub>0</sub>**" means, in respect of a FI Interest Valuation Date, the fixed rate specified in or the floating rate calculated as provided in, the applicable Final Terms;

"**Combination Rate<sub>1</sub>**" means, in respect of a FI Interest Valuation Date, the fixed rate specified in or the floating rate calculated as provided in, the applicable Final Terms;

"**Combination Rate<sub>2</sub>**" means, in respect of a FI Interest Valuation Date, the fixed rate specified in or the floating rate calculated as provided in, the applicable Final Terms;

"**Constant A**" means the percentage specified as such in the applicable Final Terms;

"**Constant B**" means the percentage specified as such in the applicable Final Terms;

**"Coupon Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Coupon Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Coupon Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"FI Basket 1"** means the basket of Subject Currencies specified as such in the applicable Final Terms;

**"FI Basket 2"** means the basket of Subject Currencies specified as such in the applicable Final Terms;

**"FI DC Barrier Value"** means, in respect of a FI Interest Valuation Date and an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference;

**"FI Digital Coupon Condition"** means:

- (a) (A) if FI Basket 1 is specified as not applicable in the applicable Final Terms, that the FI DC Barrier Value for Underlying Reference 1 for the relevant FI Interest Valuation Date is or (B) if FI Basket 1 is specified as applicable in the applicable Final Terms, the FX Coupon Performance for FI Basket 1 for the relevant FI Interest Valuation Date is (i)(a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the FI Upper Barrier Level and (ii) if a FI Lower Barrier Level is specified in the applicable Final Terms, (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the FI Lower Barrier Level; and
- (b) if FI Digital Coupon Condition 2 is specified as applicable in the applicable Final Terms, (A) if FI Basket 2 is specified as not applicable in the applicable Final Terms that the FI DC Barrier Value for Underlying Reference 2 for the relevant FI Interest Valuation Date is or (B) if FI Basket 2 is specified as applicable in the applicable Final Terms, the FX Coupon Performance for FI Basket 2 for the relevant FI Interest Valuation Date is (i)(a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the FI Upper Barrier Level 2 and (ii) if a FI Lower Barrier Level 2 is specified in the applicable Final Terms, (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the FI Lower Barrier Level 2;

**"FI Interest Valuation Date"** means each Underlying Interest Determination Date, Interest Determination Date, Pricing Date, Averaging Date, Valuation Date, Interest Valuation Date and/or Settlement Price Date specified as such in the applicable Final Terms or each Range Accrual Day;

**"FI Lower Barrier Level"** means the number, level or percentage specified as such in the applicable Final Terms;

**"FI Lower Barrier Level 2"** means the number, level or percentage specified as such in the applicable Final Terms;

**"FI Rate"** means the Rate, the Inflation Rate or the Combination Rate as specified in the applicable Final Terms;

**"FI Rate A"** means the Rate or Inflation Rate as specified in the applicable Final Terms;

**"FI Rate B"** means the Rate or Inflation Rate as specified in the applicable Final Terms;

**"FI Upper Barrier Level"** means the number, level or percentage specified as such in the applicable Final Terms;

**"FI Upper Barrier Level 2"** means the number, level or percentage specified as such in the applicable Final Terms;

**"Floor"** means the percentage specified as such in the applicable Final Terms;

**"FX Coupon Performance"** means, in respect of an FI Interest Valuation Date:

- (a) in the case of Securities relating to a single Subject Currency, the FX Coupon Performance Value;
- (b) if Weighted Basket is specified as applicable in the applicable Final Terms, the sum of the values calculated for each Subject Currency in the Relevant Basket as (i) the FX Coupon Performance Value for the relevant Subject Currency for such FI Interest Valuation Date (ii) multiplied by the relevant FX Weighting;
- (c) if Best Of Weighted Basket is specified as applicable in the applicable Final Terms, the highest FX Coupon Performance Value of any Subject Currency in the Relevant Basket in respect of such FI Interest Valuation Date;
- (d) if Worst Of Weighted Basket is specified as applicable in the applicable Final Terms, the lowest FX Coupon Performance Value of any Subject Currency in the Relevant Basket in respect of such FI Interest Valuation Date;
- (e) if Multi Basket is specified as applicable in the Final Terms:

$$\sum_{j=1}^m \sum_{i=1}^n G_j * (W_i * \text{FX Coupon Performance Value})$$

Where:

**"G"** means, in respect of a basket of Subject Currencies, the percentage specified as such for such basket of Subject Currencies in the applicable Final Terms;

**"W"** means, in respect of a Subject Currency, the FX Weighting for such Subject Currency;  
or

- (f) if Ranked Basket is specified as applicable in the applicable Final Terms, the sum of the values calculated for each Subject/Base Currency in the Relevant Basket as (i) the FX Coupon Ranked Value for the relevant Subject Currency for such FI Interest Valuation Date multiplied by (ii) the relevant FX Weighting;

**"FX Coupon Performance Value"** means, in respect of an FI Interest Valuation Date and a Subject Currency:

- (a) if FX Performance Coupon 1 is specified in the applicable Final Terms,  
FX Final Interest Settlement Price – FX Initial Interest Settlement Price;
- (b) if FX Performance Coupon 2 is specified in the applicable Final Terms,  
FX Initial Interest Settlement Price – FX Final Interest Settlement Price;
- (c) if FX Performance Coupon 3 is specified in the applicable Final Terms,

$$\frac{(\text{FX Final Interest Settlement Price} - \text{FX Initial Interest Settlement Price})}{\text{FX Final Interest Settlement Price}};$$

- (d) if FX Performance Coupon 4 is specified in the applicable Final Terms,

$$\frac{(\text{FX Initial Interest Settlement Price} - \text{FX Final Interest Settlement Price})}{\text{FX Final Interest Settlement Price}};$$

- (e) if FX Performance Coupon 5 is specified in the applicable Final Terms,

$$\left( \frac{1}{\text{FX Initial Interest Settlement Price}} \right) - \left( \frac{1}{\text{FX Final Interest Settlement Price}} \right);$$

- (f) if FX Performance Coupon 6 is specified in the applicable Final Terms,

$$\left( \frac{1}{\text{FX Final Interest Settlement Price}} \right) - \left( \frac{1}{\text{FX Initial Interest Settlement Price}} \right);$$

- (g) if FX Performance Coupon 7 is specified in the applicable Final Terms,

$$\frac{(\text{FX Final Interest Settlement Price} - \text{FX Initial Interest Settlement Price})}{\text{FX Initial Interest Settlement Price}};$$

- (h) if FX Performance Coupon 8 is specified in the applicable Final Terms,

$$\frac{(\text{FX Initial Interest Settlement Price} - \text{FX Final Interest Settlement Price})}{\text{FX Initial Interest Settlement Price}};$$

- (i) if FX Performance Coupon 9 is specified in the applicable Final Terms,

$$\frac{\text{FX Final Interest Settlement Price}}{\text{FX Initial Interest Settlement Price}};$$

- (j) if FX Performance Coupon 10 is specified in the applicable Final Terms,

$$\frac{\text{FX Initial Interest Settlement Price}}{\text{FX Final Interest Settlement Price}}.$$

**"FX Coupon Ranked Value"** means, in respect of an FI Interest Valuation Date, the FX Coupon Performance Value in respect of the Subject/Base Currency with the FX Coupon Ranking in respect of such FI Interest Valuation Date set out in the applicable Final Terms;

**"FX Coupon Ranking"** means, in respect of an FI Interest Valuation Date, the ordinal positioning of each Subject/Base Currency by FX Coupon Performance Value from lowest FX Coupon Performance Value to greatest FX Coupon Performance Value in respect of such FI Interest Valuation Date;

**"FX Final Interest Settlement Price"** means, in respect of a Subject/Base Currency, (i) if Averaging is specified as not applicable in the applicable Final Terms, the Settlement Price on the relevant FI Interest Valuation Date, (ii) if Averaging is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for all Averaging Dates in respect of the relevant FI Interest Valuation Date, (iii) if Highest Look Back is specified as applicable in the applicable Final Terms, the highest Settlement Price for such Subject/Base Currency for all Averaging Dates in respect of the relevant FI Interest Valuation Date or (iv) if Lowest Look Back is specified as applicable in the applicable Final Terms, the lowest Settlement Price for such Subject/Base Currency for all Averaging Dates in respect of the relevant FI Interest Valuation Date;

**"FX Initial Interest Settlement Price"** means, in respect of a Subject Currency:

- (a) the amount specified as such in the applicable Final Terms; or
- (b) if Initial Closing Value is specified as applicable in the applicable Final Terms, the Settlement Price for such Subject Currency on the Strike Date; or
- (c) if Initial Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for such Subject Currency for all the Strike Days in the Strike Period; or
- (d) if Highest Look Back Value is specified as applicable in the applicable Final Terms, the highest Settlement Price for such Subject Currency for all the Strike Days in the Strike Period; or
- (e) if Lowest Look Back Value is specified as applicable in the applicable Final Terms, the lowest Settlement Price for such Subject Currency for all the Strike Days in the Strike Period.

**"Gearing A"** means the percentage specified as such in the applicable Final Terms;

**"Gearing B"** means the percentage specified as such in the applicable Final Terms;

**"Global Cap"** means the percentage specified as such in the applicable Final Terms;

**"Global Cap A"** means the percentage specified as such in the applicable Final Terms;

**"Global Cap B"** means the percentage specified as such in the applicable Final Terms;

**"Global Floor"** means the percentage specified as such in the applicable Final Terms;

**"Global Floor A"** means the percentage specified as such in the applicable Final Terms;

**"Global Floor B"** means the percentage specified as such in the applicable Final Terms;

**"Global Margin"** means the percentage specified as such in the applicable Final Terms;

**"Local Cap"** means the percentage specified as such in the applicable Final Terms;

**"Local Floor"** means the percentage specified as such in the applicable Final Terms;

**"Multiple Underlying Interest Rate Gearing"** means, in respect of an Underlying Interest Rate<sup>(i)</sup> specified in the applicable Final Terms as a Multiple Underlying Component Rate, the number specified as such in the applicable Final Terms;



**"Multiple Underlying Reference Rate"** means, in respect of an Underlying Interest Rate<sup>(i)</sup> specified in the applicable Final Terms as a Multiple Underlying Component Rate, the Underlying Reference Rate determined in respect of such Underlying Interest Rate.

**"N"** means the number specified as such in the applicable Final Terms.

**"n1"** means the number specified as such in the applicable Final Terms.

**"n2"** means the number specified as such in the applicable Final Terms.

**"Range Accrual Coupon Barrier Level Down"** means the number, level or percentage specified as such in the applicable Final Terms;

**"Range Accrual Coupon Barrier Level Down 2"** means the number, level or percentage specified as such in the applicable Final Terms;

**"Range Accrual Coupon Barrier Level Up"** means the number, level or percentage specified as such in the applicable Final Terms;

**"Range Accrual Coupon Barrier Level Up 2"** means the number, level or percentage specified as such in the applicable Final Terms;

**"Range Accrual Coupon Condition"** means:

- (a) (A) if FI Basket 1 is specified as not applicable in the applicable Final Terms, that the FI DC Barrier Value for Underlying Reference 1 for the relevant Range Accrual Day is or (B) if FI Basket 1 is specified as applicable in the applicable Final Terms, the FX Coupon Performance for FI Basket 1 for the relevant FI Interest Valuation Date is (a)(i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Down and (b) if a Range Accrual Coupon Barrier Level Up is specified in the applicable Final Terms, (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Up; or
- (b) if Range Accrual Coupon Condition 2 is specified as applicable in the applicable Final Terms (A) if FI Basket 2 is specified as not applicable in the applicable Final Terms, that the FI DC Barrier Value for Underlying Reference 2 for the relevant Range Accrual Day is or (B) if FI Basket 2 is specified as applicable in the applicable Final Terms, the FX Coupon Performance for FI Basket 2 for the relevant FI Interest Valuation Date is (a)(i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Down 2 and (b) if a Range Accrual Coupon Barrier Level Up 2 is specified in the applicable Final Terms, (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Up 2;

**"Range Accrual Day"** means a Scheduled Trading Day, Business Day, Commodity Business Day, Underlying Interest Determination Day or calendar day, as specified in the applicable Final Terms;

**"Range Cut-off Date"** means the date specified as such in the applicable Final Terms;

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

**"Range Period End Date"** means the date specified as such in the applicable Final Terms;

**"Rate"** means, in respect of a FI Interest Valuation Date, the fixed rate specified in or the floating rate calculated as provided in, the applicable Final Terms;

**"Relevant Basket"** means FI Basket 1 or FI Basket 2, as applicable;

**"Spread<sub>(i)</sub>"** means the percentage specified as such in the applicable Final Terms;

**"Target Coupon Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Target Determination Date"** means each date specified as such in the applicable Final Terms;

**"Target Final Interest Period"** means the Interest Period ending on the Redemption Date or Maturity Date, as applicable; and;

**"YoY Inflation Rate"** means  $[\text{Inflation Index}(i)/\text{Inflation Index}(i-1)] - 1$ .

## 2.3 Fixed Income Final Payouts

The following final payouts which when multiplied by the applicable CA (each a **"Final Payout"**) will apply to the Securities if specified in the applicable Final Terms.

### (i) FI FX Vanilla Securities

If the Securities are specified in the applicable Final Terms as being FI FX Vanilla Securities:

(A) if Knock-in Event is specified as applicable in the applicable Final Terms:

- (1) if no Knock-in Event has occurred, FI Constant Percentage 1; or
- (2) if a Knock-in Event has occurred:

FI Constant Percentage 1 + (Gearing x Option);

(B) if Knock-in Event is not specified as applicable in the applicable Final Terms:

FI Constant Percentage 1 + (Gearing x Option);

(C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

if a Knock-in Event has occurred but a Knock-out Event has not occurred:

FI Constant Percentage 1 + (Gearing x Option);

if (a) a Knock-in Event and a Knock-out Event have occurred or (b) a Knock-out Event has occurred, FI Constant Percentage 1.

Where:

**"Option"** means Max (Performance Value, Floor).

### *Description of the Payout*

*If a Knock-in Event or a Knock-in Event and Knock-out Event are specified as applicable the final payout will vary depending on whether such event(s) have occurred.*

*If applicable, a Knock-in Event or Knock-out Event will occur if on a Knock-in Determination Day or Knock-out Determination Day (as applicable) or in respect of a Knock-in Determination Period or Knock-out Determination Period (as applicable) the level of the Underlying Reference (which will be a Subject Currency) when observed at the specified time(s) is greater than, greater than or equal to, less than or less than or equal to (as applicable) the level specified in or determined as provided in the applicable Final Terms or within the Knock-in Range Level or Knock-out Range Level specified.*

*Whether a Knock-in Event and, if applicable, a Knock-out Event has occurred will determine whether the final payout will be zero or a percentage reflecting the product of the performance of the Underlying Reference over a specified period (which may be subject to a minimum and/or a maximum) and a gearing percentage.*

(ii) **FI Digital Floor Securities**

If the Securities are specified in the applicable Final Terms as being FI Digital Floor Securities:

(A) if Knock-in Event is specified as applicable in the applicable Final Terms:

- (1) if no Knock-in Event has occurred, FI Constant Percentage 1;
- (2) if a Knock-in Event has occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Floor Percentage 1; or

- (3) if a Knock-in Event has occurred and the FI Digital Floor Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Floor Percentage 2.

(B) if Knock-in Event is not specified as applicable in the applicable Final Terms:

- (1) if the FI Digital Floor Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Floor Percentage 1; or

- (2) if the FI Digital Floor Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Floor Percentage 2; or

(C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

- (1) if no Knock-in Event has occurred, FI Constant Percentage 1; or
- (2) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Floor Percentage 1; or

- (3) in all other cases:

FI Constant Percentage 1 + Digital Floor Percentage 2.

(iii) **FI Digital Cap Securities**

If the Securities are specified in the applicable Final Terms as being FI Digital Cap Securities:

- (A) if Knock-in Event is specified as applicable in the applicable Final Terms:

- (1) if no Knock-in Event has occurred, FI Constant Percentage 1;
- (2) if a Knock-in Event has occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Cap Percentage 1; or

- (3) if a Knock-in Event has occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Cap Percentage 2; or

- (B) if Knock-in Event is not specified as applicable in the applicable Final Terms:

- (1) if the FI Digital Cap Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Cap Percentage 1; or

- (2) if the FI Digital Cap Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Cap Percentage 2; or

- (C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

- (1) if no Knock-in Event has occurred, FI Constant Percentage 1; or
- (2) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Cap Percentage 1; or

- (3) in all other cases:

FI Constant Percentage 1 + Digital Cap Percentage 2.

(iv) **FI Digital Plus Securities**

If the Securities are specified in the applicable Final Terms as being FI Digital Plus Securities:

- (A) if Knock-in Event is specified as applicable in the applicable Final Terms:

- (1) if, irrespective of whether a Knock-in Event has or has not occurred, the FI Digital Plus Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
  
FI Constant Percentage 1 + Max (Digital Plus Percentage 1, (Gearing A x FI Digital Value)); or
  - (2) if no Knock-in Event has occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
  
FI Constant Percentage 1; or
  - (3) if a Knock-in Event has occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
  
FI Constant Percentage 1 + Min (Digital Plus Percentage 2, Max ((Gearing B x FI Digital Value), FI Digital Floor Percentage));
- (B) if Knock-in Event is not specified as applicable in the applicable Final Terms:
- (1) if the FI Digital Plus Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
  
FI Constant Percentage 1 + Max (Digital Plus Percentage 1, (Gearing A x FI Digital Value)); or
  - (2) if the FI Digital Plus Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
  
FI Constant Percentage 1 + Min (Digital Plus Percentage 2, Max ((Gearing B x FI Digital Value), FI Digital Floor Percentage));
- (C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
- (1) irrespective of whether a Knock-in Event and/or Knock-out Event has occurred, if the FI Digital Plus Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
  
FI Constant Percentage 1 + Max (Digital Plus Percentage 1, (Gearing A x FI Digital Value)); or
  - (2) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
  
FI Constant Percentage 1 + Max (Digital Plus Percentage 2, Max ((Gearing B x FI Digital Value), FI Digital Floor Percentage)); or
  - (3) in all other cases:  
  
FI Constant Percentage 1.

(v) **FI Inflation Securities**

If the Securities are specified in the applicable Final Terms as being FI Inflation Securities:

Max [100%, Cumulative Inflation Rate]

**Description of the Payout**

*The payout comprises an amount per Security equal to 100 per cent. of the Calculation Amount or, if greater, the total positive inflation accretion from the Strike Date to the FI Redemption Valuation Date multiplied by the Calculation Amount.*

**2.4 Fixed Income 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 Automatic Early Redemption Payout shall be:

**(i) Target Automatic Early Redemption**

If Target Automatic Early Redemption is specified as applicable in the applicable Final Terms, and:

- (A) if Target Cumulative Coupon is not specified as applicable in the applicable Final Terms:

$NA \times (100\% + \text{Final Interest Rate});$  or

- (B) if Target Cumulative Coupon is specified as applicable in the applicable Final Terms:

$NA \times (100\% + \text{Target Cumulative Coupon})$

**Description of the Payout**

*If Target Automatic Early Redemption applies, the Securities redeem automatically if the cumulative coupon is greater than or equal to a target barrier, (the "**Automatic Early Redemption Percentage**"). The cumulative coupon is equal to the sum of all previous interest paid plus the interest calculated (but not necessarily paid) for the Interest Period during which the relevant Automatic Early Redemption Valuation Date falls.*

*The payout per Security, comprises the Calculation Amount multiplied by 100 per cent. plus the Final Interest Rate.*

*The Final Interest Rate may be*

1. *Capped only – In this case, the Final Interest Rate is the rate of interest calculated for the relevant interest period or, if less, the difference between the Automatic Early Redemption Percentage and the interest already paid;*
2. *Guaranteed only - In this case, the Final Interest Rate is the rate of interest calculated for the relevant interest period or, if greater, the difference between the Automatic Early Redemption Percentage and the interest already paid. If no Automatic Early Redemption Event occurs, this Interest Rate provides a payment at maturity that means the overall sum of all interest paid will be at least equal to the Automatic Early Redemption Percentage;*
3. *Capped and guaranteed - In this case, the Final Interest Rate is the Automatic Early Redemption Percentage less previous interest paid which means that the overall interest paid will be equal to the Automatic Early Redemption Percentage;*
4. *Not capped and not guaranteed – In this case, the Final Interest Rate is the interest calculated for the relevant Interest Period.*

**(ii) FI Underlying Automatic Early Redemption**

If FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms,

NA

***Description of the Payout***

*If FI Underlying Automatic Early Redemption applies, the Securities redeem automatically if the Underlying Reference observed is greater than or equal to the lower barrier (the "Automatic Early Redemption Percentage Down") or less than or equal to the upper barrier (the "Automatic Early Redemption Percentage Up"). In this case, the Securities will be redeemed on the next Interest Payment Date. The Underlying Reference (which may be one or more Inflation Index/Indices) can be observed on specified dates or continuously during a period.*

*Each Security will redeem at an amount equal to the Calculation Amount and may pay either (i) the interest accrued up to the Interest Payment Date on which the Securities are redeemed, (ii) no interest or (iii) the interest accrued up to date on which the Automatic Early Redemption Event occurred.*

(iii) **FI Coupon Automatic Early Redemption**

If FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms,

NA x (100% + (Min (Coupon Cap, Final Coupon Rate) x Final Day Count Fraction))

***Description of the Payout***

*If FI Coupon Automatic Early Redemption applies, the Securities redeem automatically if the interest to be paid on an Interest Payment Date is greater than or equal to a target barrier, (the "Automatic Early Redemption Percentage").*

*The amount payable per Security comprises the Calculation Amount multiplied by 100% plus the interest calculated for the relevant Interest Period (which may be capped which means that the maximum interest that an investor may receive following an FI Coupon Automatic Early Redemption is equal to the Coupon Cap.*

## 2.5 Definitions for Fixed Income Automatic Early Redemption Payouts

"**Coupon Cap**" means the percentage specified as such in the applicable Final Terms;

"**Cumulative Inflation Rate**" means  $\text{Inflation Index}_{(i)} / \text{Inflation Index}_{(\text{base})}$ ;

"**Final Interest Rate**" means:

- (a) if Capped and Guaranteed Applicable is specified in the applicable Final Terms, the Automatic Early Redemption Percentage or Target Coupon Percentage, as applicable less Paid Coupon;
- (b) if Capped and Guaranteed Not Applicable is specified in the applicable Final Terms, the product of the Final Coupon Rate and the Final Day Count Fraction, if applicable;
- (c) if Capped Only is specified in the applicable Final Terms (i) the Final Coupon Rate multiplied by the Final Day Count Fraction (if applicable) or, if less (ii) the Automatic Early Redemption Percentage or the Target Coupon Percentage (as applicable), less the Paid Coupon; or

- (d) if Guaranteed Only is specified in the applicable Final Terms (i) the Final Coupon Rate multiplied by the Final Day Count Fraction (if applicable) or, if greater (ii) the Automatic Early Redemption Percentage or the Target Coupon Percentage (as applicable), less the Paid Coupon.

**"Target Cumulative Coupon"** means, in respect of an Automatic Early Redemption Valuation Date, (a) the sum of the values calculated for each Interest Period preceding the Current Interest Period as the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for such Interest Period plus (b) the product of (i) the Rate of Interest and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case for the Current Interest Period.

## 2.6 General definitions for Fixed Income Coupon Rates, Final Payouts and Automatic Early Redemption Payouts

**"Cap"** means the percentage specified as such in the applicable Final Terms;

**"Current Interest Period"** means the Interest Period in which the relevant Automatic Early Redemption Valuation Date or in the case of the calculation of the FI Target Coupon, the Target Final Interest Period;

**"Digital Cap Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Digital Cap Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Digital Floor Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Digital Floor Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Digital Plus Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Digital Plus Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"FI Constant Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"FI Digital Cap Condition"** means the FI Digital Value for the relevant FI Valuation Date is greater than or equal to the FI Digital Cap Level;

**"FI Digital Cap Level"** means (a) the FX Digital Level or (b) the level specified as such, in each case, as specified in the applicable Final Terms;

**"FI Digital Floor Condition"** means the FI Digital Value for the relevant FI Valuation Date is less than or equal to the FI Digital Floor Level;

**"FI Digital Floor Level"** means (a) the FX Digital Level or (b) the level specified as such, in each case, as specified in the applicable Final Terms;

**"FI Digital Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FI Digital Plus Condition"** means the FI Digital Value for the relevant FI Valuation Date is greater than the FI Digital Plus Level;

**"FI Digital Plus Level"** means (a) the FX Digital Level or (b) the level specified as such, in each case, as specified in the applicable Final Terms;

**"FI Digital Value"** means, in respect of a FI Valuation Date, the Performance Value, as specified in the applicable Final Terms;



**"FI Redemption Valuation Date"** means each Settlement Price Date or Pricing Date specified as such in the applicable Final Terms;

**"FI Valuation Date"** means each FI Redemption Valuation Date or an FI Interest Valuation Date specified in the applicable Final Terms;

**"Final Coupon Rate"** means the Interest Rate calculated in respect of the Current Interest Period or Target Final Interest Period, as applicable (the **"Final Interest Period"**);

**"Final Day Count Fraction"** means the Day Count Fraction (if any) applicable to the Final Interest Period;

**"Final Settlement Price"** means, in respect of a Subject/Base Currency, (i) if Averaging is specified as not applicable in the applicable Final Terms, the Settlement Price on the relevant FI Valuation Date, (ii) if Averaging is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for all Averaging Dates, (iii) if Highest Look Back is specified as applicable in the applicable Final Terms, the highest Settlement Price for such Subject/Base Currency for all Averaging Dates or (iv) if Lowest Look Back is specified as applicable in the applicable Final Terms, the lowest Settlement Price for such Subject/Base Currency for all Averaging Dates;

**"Floor"** means the percentage specified as such in the applicable Final Terms;

**"FX Performance Value"** means, in respect of an FI Valuation Date:

- (a) if Performance Value 1 is specified in the applicable Final Terms,

Final Settlement Price – Initial Settlement Price;

- (b) if Performance Value 2 is specified in the applicable Final Terms,

Initial Settlement Price – Final Settlement Price;

- (c) if Performance Value 3 is specified in the applicable Final Terms,

$$\frac{(\text{Final Settlement Price} - \text{Initial Settlement Price})}{\text{Final Settlement Price}};$$

- (d) if Performance Value 4 is specified in the applicable Final Terms,

$$\frac{(\text{Initial Settlement Price} - \text{Final Settlement Price})}{\text{Final Settlement Price}};$$

- (e) if Performance Value 5 is specified in the applicable Final Terms,

$$\left( \frac{1}{\text{Initial Settlement Price}} \right) - \left( \frac{1}{\text{Final Settlement Price}} \right);$$

- (f) if Performance Value 6 is specified in the applicable Final Terms,

$$\left( \frac{1}{\text{Final Settlement Price}} \right) - \left( \frac{1}{\text{Initial Settlement Price}} \right);$$

- (g) if Performance Value 7 is specified in the applicable Final Terms,

$$\frac{(\text{Final Settlement Price} - \text{Initial Settlement Price})}{\text{Initial Settlement Price}} ;$$

- (h) if Performance Value 8 is specified in the applicable Final Terms,

$$\frac{(\text{Initial Settlement Price} - \text{Final Settlement Price})}{\text{Initial Settlement Price}} ;$$

- (i) if Performance Value 9 is specified in the applicable Final Terms,

$$\frac{\text{Final Settlement Price}}{\text{Initial Settlement Price}} ;$$

- (j) if Performance Value 10 is specified in the applicable Final Terms,

$$\frac{\text{Initial Settlement Price}}{\text{Final Settlement Price}} ;$$

**"FX Ranking"** means, in respect of an FI Valuation Date, the ordinal positioning of each Subject/Base Currency by FX Performance Value from lowest FX Performance Value to greatest FX Performance Value in respect of such FI Valuation Date;

**"FX Weighting"** means, in respect of a Subject Currency, the number, amount or percentage specified as such for such Subject Currency in the applicable Final Terms;

**"Gearing"** means the percentage specified as such in the applicable Final Terms;

**"Gearing A"** means the percentage specified as such in the applicable Final Terms;

**"Gearing B"** means the percentage specified as such in the applicable Final Terms;

**"Initial Settlement Price"** means, in respect of a Subject Currency:

- (a) the amount specified as such in the applicable Final Terms; or
- (b) if Initial Closing Value is specified as applicable in the applicable Final Terms, the Settlement Price for such Subject Currency on the Strike Date; or
- (c) if Initial Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for such Subject Currency for all the Strike Days in the Strike Period; or
- (d) if Highest Look Back Value is specified as applicable in the applicable Final Terms, the highest Settlement Price for such Subject Currency for all the Strike Days in the Strike Period; or
- (e) if Lowest Look Back Value is specified as applicable in the applicable Final Terms, the lowest Settlement Price for such Subject Currency for all the Strike Days in the Strike Period.

**"Inflation Index(i)"** means, in respect of an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference in respect of the relevant FI Valuation Date;

**"Inflation Index(i-1)"** means, in respect of an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference on the immediately preceding FI Valuation Date (or, if none, the Strike Date);

**"Inflation Index(base)"** means, in respect of an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference on the Strike Date;

**"Inflation Rate"** means, in respect of a FI Valuation Date, YoY Inflation Rate or Cumulative Inflation Rate, as specified in the applicable Final Terms;

**"NA"** means, in respect of Warrants or Certificates, the Notional Amount, or in respect of a Note, the Calculation Amount;

**"Paid Coupon"** means, in respect of an Automatic Early Redemption Valuation Date or Target Determination Date, the sum of the values calculated for each Interest Period as the product of (i) the Interest Rate and (ii) if specified in the applicable Final Terms, the Day Count Fraction, in each case calculated for such Interest Period preceding the Current Interest Period (in the case of an Automatic Early Redemption Valuation Date) or the Target Final Interest Period (in the case of a Target Determination Date);

**"Performance Value"** means, in respect of a FI Valuation Date:

- (a) in the case of Securities relating to a single Subject Currency, the FX Performance Value;
- (b) if Weighted Basket is specified as applicable in the applicable Final Terms, the sum of the values calculated for each Subject Currency in the Basket of Underlying References as (a) the FX Performance Value for the relevant Subject Currency for such FI Valuation Date (b) multiplied by the relevant FX Weighting;
- (c) if Best Of Weighted Basket is specified as applicable in the applicable Final Terms, the highest FX Performance Value of any Subject Currency in the Relevant Basket in respect of such FI Valuation Date;
- (d) if Worst Of Weighted Basket is specified as applicable in the applicable Final Terms, the lowest FX Performance Value of any Subject Currency in the Relevant Basket in respect of such FI Valuation Date;
- (e) if Multi Basket is specified as applicable in the applicable Final Terms:

$$\sum_{j=1}^m \sum_{i=1}^n G_j * (W_i * \text{FX Performance Value})$$

Where:

**"G"** means, in respect of a basket of Subject Currencies, the percentage specified as such for such basket of Subject Currencies in the applicable Final Terms;

**"W"** means, in respect of a Subject Currency, the FX Weighting for such Subject Currency;  
or

- (f) if Ranked Basket is specified as applicable in the applicable Final Terms, the sum of the values calculated for each Subject/Base Currency in the Relevant Basket as (a) the Ranked Value for the relevant Subject Currency for such FI Valuation Date multiplied by (b) the relevant FX Weighting;

**"Ranked Value"** means, in respect of an FI Valuation Date, the FX Performance Value in respect of the Subject/Base Currency with the FX Ranking in respect of such FI Valuation Date set out in the applicable Final Terms;

**"Underlying Reference"** means, for the purposes of the Fixed Income Payouts, each Inflation Index, Subject Currency, Underlying Interest Rate, Share Index, Commodity, Commodity Index or other basis of reference to which the relevant Securities relate. If two or more Underlying Interest Rates are specified in the applicable Final Terms as Multiple Underlying Component Rates each Underlying Interest Rate(i) specified as such (together the **"Multiple Underlying Interest Rate"**) will be calculated separately and independently but for the purposes of these Payout Conditions and the Underlying Interest Rate Linked Conditions shall be deemed to together constitute an Underlying Reference;

**"Underlying Reference 1"** means the Underlying Reference specified as such in the applicable Final Terms;

**"Underlying Reference 2"** means the Underlying Reference specified as such in the applicable Final Terms;

**"Underlying Reference Closing Value"** means, in respect of a FI Valuation Date:

- (a) if the relevant Underlying Reference is an Inflation Index, the Relevant Level (as defined in the Inflation Linked Conditions); or
- (b) if the relevant Underlying Reference is a rate of interest, the Underlying Reference Rate or, if Multiple Underlying Interest Rate is specified as applicable, the value calculated in accordance with the following formula:

$$\sum_{i=1}^n \text{MultipleUnderlying InterestRateGearing}_i \times \text{MultipleUnderlying ReferenceRate}_i$$

- (c) if the relevant Underlying Reference is a Subject Currency, the Settlement Price or FX Coupon Performance Value, as specified in the applicable Final Terms; or
- (d) if the relevant Underlying Reference is an Index, a Share, a Commodity or a Commodity Index, the Settlement Price,

in each case in respect of such day.

### 3 DROPBACK COUPON/PREMIUM AMOUNT RATES AND PAYOUTS

#### 3.1 Dropback Coupon/Premium Amount Rates

The following Coupon Rate(s) or Premium Amount Rate(s) will apply to the Securities if specified in the applicable Final Terms:

- (a) **Dropback Accrued Coupon**

If Dropback Accrued Coupon is specified as applicable in the applicable Final Terms:

- (i) in respect of the first Dropback Coupon Period<sup>1</sup>:

$$\begin{aligned} \text{Constant Percentage 1} \times \left[ \sum_{i=1}^{K^j} (\text{Coupon Investment Amount}_i \times \frac{\text{ActDays}_i^j}{\text{Total Days}^j}) \right] \\ + (\text{Constant Percentage 2} - \sum_{i=1}^{K^j} \text{Coupon Investment Amount}_i) \end{aligned}$$

(ii) in respect of each subsequent Dropback Coupon Period<sup>j</sup> (if any):

$$\begin{aligned} \text{Constant Percentage 1} \times \left[ \sum_{i=K^{j-1}+1}^{K^j} (\text{Coupon Investment Amount}_i \times \frac{\text{ActDays}_i^j}{\text{Total Days}^j}) \right] \\ + (\text{Constant Percentage 2} - \sum_{i=1}^{K^j} \text{Coupon Investment Amount}_i) \end{aligned}$$

**Description of the Coupon / Premium Amount Rate:**

A Dropback Accrued Coupon provides that the Securities bear or pay interest or premium amount at a rate represented by Constant Percentage 1, which is applied to a notional cash investment represented by Constant Percentage 2. Each time a Coupon Investment Event occurs, the notional cash allocation will be reduced and the notional exposure to the Underlying Reference(s) will be increased.

**(b) Dropback Non-Accrued Coupon**

If Dropback Non-Accrued Coupon is specified as applicable in the applicable Final Terms:

$$\text{Constant Percentage 1} \times (\text{Constant Percentage 2} - \sum_{i=1}^{K^j} \text{Coupon Investment Amount}_i)$$

**Description of the Coupon / Premium Amount Rate:**

A Dropback Non-Accrued Coupon provides that the Securities bear or pay interest or premium amount at a rate, represented by Constant Percentage 1, which is applied to a notional cash investment represented by Constant Percentage 2. Each time a Coupon Investment Event occurs, the notional cash allocation will be reduced and the notional exposure to the Underlying Reference(s) will be increased.

**(c) Dropback Coupon/Premium Amount Rate Definitions**

"ActDays<sub>i</sub><sup>j</sup>" means, in respect of a Dropback Coupon Period<sup>j</sup> and a Coupon Investment Event, the actual number of Dropback Observation Days in the period from (but excluding) the Dropback Coupon Period Start Date<sup>j</sup> to (and including) the relevant Coupon Investment Event Trigger Date<sub>i</sub> in respect of such Coupon Investment Event and the Dropback Coupon Period<sup>j</sup> provided that, in respect of any Coupon Investment Event and Coupon Investment Event Trigger Date<sub>i</sub> that has occurred in respect of a Dropback Coupon Period<sup>j</sup> preceding the current Dropback Coupon Period<sup>j</sup>, Act Days<sub>i</sub><sup>j</sup> shall be equal to zero (0);

"Constant Percentage 1" means the percentage specified as such in the applicable Final Terms;

"Constant Percentage 2" means the percentage specified as such in the applicable Final Terms;

"Coupon Investment Amount<sub>i</sub>" means, in respect of a Coupon Investment Event, the percentage specified as such in the table set out in the Final Terms next to the relevant

Coupon Trigger Level<sub>i</sub> in respect of which the relevant Coupon Investment Event has occurred, including, for the avoidance of doubt and, if required, in accordance with the relevant determination, where such Coupon Investment Event has occurred during a Coupon Trigger Observation Period prior to the current Coupon Trigger Observation Period<sub>i</sub>;

**"Coupon Investment Event"** means the Dropback Trigger Value is (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, any Coupon Trigger Barrier<sub>i</sub> on any Coupon Trigger Observation Date<sub>i</sub> during the Coupon Trigger Observation Period<sub>i</sub>, most closely corresponding to the relevant Dropback Coupon Period<sub>j</sub>, provided that, if the Dropback Trigger Value in respect of a single Coupon Trigger Observation Date<sub>i</sub> satisfies more than one Coupon Trigger Barrier<sub>i</sub>, the number of Coupon Investment Events in respect of such Coupon Trigger Observation Date<sub>i</sub> will be deemed to be equal to the number of Coupon Trigger Barriers so satisfied;

**"Coupon Investment Event Trigger Date<sub>i</sub>"** means each Coupon Trigger Observation Date<sub>i</sub> in respect of which a Coupon Investment Event has occurred;

**"Coupon Trigger Barrier<sub>i</sub>"** means, in respect of a Coupon Trigger Observation Period<sub>i</sub> and a Coupon Trigger Observation Date<sub>i</sub>, the first Coupon Trigger Level<sub>i</sub> in the table that has not been the subject of a Coupon Investment Event in respect of any previous Coupon Trigger Observation Date<sub>i</sub> in such Coupon Trigger Observation Period<sub>i</sub> or any previous Coupon Trigger Observation Period<sub>i</sub>;

**"Coupon Trigger Level<sub>i</sub>"** means each percentage specified as such in the table set out in the applicable Final Terms;

**"Coupon Trigger Observation Date<sub>i</sub>"** means, in respect of a Coupon Trigger Observation Period<sub>i</sub>:

- (i) if Coupon Trigger Period Monitoring is specified as applicable in the applicable Final Terms, each Dropback Observation Day during such Coupon Trigger Observation Period<sub>i</sub>; or
- (ii) if Coupon Trigger Period Monitoring is not specified as applicable in the applicable Final Terms, each date specified as such in the applicable Final Terms;

**"Coupon Trigger Observation Period<sub>i</sub>"** means each period specified as such in the applicable Final Terms or, if not so specified, the period from (but excluding) the Strike Date to (and including) the Redemption Valuation Date;

**"Dropback Coupon Period<sub>j</sub>"** means each period from (but excluding) a Dropback Coupon Period Start Date<sub>j</sub> to (and including) a Dropback Coupon Period End Date<sub>j</sub>;

**"Dropback Coupon Period End Date<sub>j</sub>"** means each date specified as such in the applicable Final Terms;

**"Dropback Coupon Period Start Date<sub>j</sub>"** means each date specified as such in the applicable Final Terms;

**"Dropback Trigger Value"** means:

- (i) in respect of a single Underlying Reference, the Underlying Reference Value; or
- (ii) in respect of a Basket of Underlying References an amount determined by the Calculation Agent equal to the sum of the values in respect of each Underlying Reference as the product of (x) the Underlying Reference Value of such Underlying Reference and (y) the relevant Weighting;

"**K<sub>j</sub>**" means, in respect of a Dropback Coupon Period<sup>j</sup>, the number of Coupon Investment Events that have occurred during the period from (but excluding) the Strike Date to (and including) the Dropback Coupon Period End Date<sup>j</sup> in respect of such Dropback Coupon Period<sup>j</sup>;

"**Observation Closing Value**" means, in respect of an Underlying Reference and a Coupon Trigger Observation Date<sub>i</sub>, the Relevant Closing Value in respect of such Underlying Reference and such Coupon Trigger Observation Date<sub>i</sub>, provided that, if such day is not a Dropback Observation Day or such day is a Disrupted Day (in the case of Index Linked Securities or Share Linked Securities) or a Commodity Disrupted Day (in the case of Commodity Linked Securities) (such day a "**Disrupted Value Day**") and:

- (i) if "Following Dropback Observation Day" is specified in the applicable Final Terms, the Observation Closing Value will be the Observation Closing Value for the next succeeding Dropback Observation Day which is not a Disrupted Value Day; or
- (ii) if "Preceding Dropback Observation Day" is specified in the applicable Final Terms, the Observation Closing Value will be the Observation Closing Value for the immediately preceding Dropback Observation Day which is not a Disrupted Value Day;

"**TotalDays<sub>j</sub>**" means, in respect of a Dropback Coupon Period<sup>j</sup>, the total number of Dropback Observation Days in such Dropback Coupon Period<sup>j</sup>; and

"**Underlying Reference Value**" means, in respect of an Underlying Reference and a Coupon Trigger Observation Date<sup>i</sup>, (i) the Observation Closing Value for such Underlying Reference in respect of such Coupon Trigger Observation Date<sup>i</sup> divided by (ii) the Initial Closing Value for such Underlying Reference, expressed as a percentage.

### 3.2 Dropback Final Payout

The following final payout which when multiplied by the applicable NA (a "**Final Payout**") will apply to the Securities if specified in the applicable Final Terms:

#### (a) Dropback Securities

If the Securities are specified in the applicable Final Terms as being Dropback Securities, and:

- (i) Dropback Performance is not specified as applicable in the applicable Final Terms:

$$\begin{aligned} & \text{Constant Percentage 1} + \text{Constant Percentage 2} \\ & \times \min \left( \text{Cap 1}, \max \left( \text{Floor 1}, \frac{\text{Dropback Value}_{\text{Final}} - \text{Dropback Value}_{\text{Initial}}}{\text{Dropback Value}_{\text{Initial}}} \right) \right) \\ & + \sum_{i=1}^K \text{Dropback Investment Amount}_i \\ & \times \min \left( \text{Cap 2}_i, \max \left( \text{Floor 2}_i, \left( \frac{\text{Dropback Value}_{\text{Final}} - \text{Dropback Trigger Level}_i \times \text{Dropback Value}_{\text{Initial}}}{\text{Dropback Trigger Level}_i \times \text{Dropback Value}_{\text{Initial}}} \right) \right) \right) \end{aligned}$$

- (ii) Dropback Performance is specified as applicable in the applicable Final Terms:

$$\begin{aligned} & \text{Constant Percentage 1} + \text{Constant Percentage 2} \times \min (\text{Cap 1}, \max (\text{Floor 1}, \text{Dropback Performance}_{\text{Final}})) \\ & + \sum_{i=1}^K \text{Dropback Investment Amount}_i \times \min (\text{Cap 2}_i, \max (\text{Floor 2}_i, \text{Dropback Performance}_i)) \end{aligned}$$

#### Description of the Payout

The Payout comprises:

- *if a Dropback Investment Event has not occurred, (a) Constant Percentage 1 plus (b) a notional exposure to the Underlying Reference(s) represented by Constant Percentage 2, multiplied by the performance of the Underlying Reference(s) (subject to a cap and/or floor); or*
- *if a Dropback Investment Event has occurred, (a) Constant Percentage 1 plus (b) a notional exposure to the Underlying Reference(s) represented by Constant Percentage 2, subject to reallocation from a notional cash allocation following the occurrence of a Dropback Investment Event, multiplied by the performance of the Underlying Reference(s) (subject to a cap and/or floor). Each time a Dropback Investment Event occurs, the notional cash allocation will be reduced and the notional exposure to the Underlying Reference(s) will be increased.*

(b) **Dropback Securities Definitions**

"**Cap 1**" means the percentage specified as such in the applicable Final Terms;

"**Cap 2<sub>i</sub>**" means, in respect of a Dropback Investment Event, the percentage specified as such in the table set out in the Final Terms next to the relevant Dropback Trigger Level<sub>i</sub> in respect of which the relevant Dropback Investment Event has occurred;

"**Constant Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**Dropback Investment Amount<sub>i</sub>**" means, in respect of a Dropback Investment Event, the percentage specified as such in the table set out in the Final Terms next to the relevant Dropback Trigger Level<sub>i</sub> in respect of which the relevant Dropback Investment Event has occurred;

"**Dropback Investment Event**" means the Dropback Value is (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, any Dropback Trigger Barrier<sub>i</sub> on any Dropback Trigger Observation Date<sub>i</sub> during the Dropback Trigger Observation Period, provided that, if the Dropback Value in respect of a single Dropback Trigger Observation Date<sub>i</sub> satisfies more than one Dropback Trigger Barrier<sub>i</sub>, the number of Dropback Investment Events in respect of such Dropback Trigger Observation Date<sub>i</sub> will be deemed to be equal to the number of Dropback Trigger Barriers so satisfied;

"**Dropback Investment Event Trigger Date<sub>i</sub>**" means each Dropback Trigger Observation Date<sub>i</sub> in respect of which a Dropback Investment Event has occurred;

"**Dropback Performance<sub>Final</sub>**" means, in respect of the Redemption Valuation Date, an amount calculated in accordance with the following formula:

$$\frac{\text{Dropback Value}_{\text{Final}} - \text{Dropback Value}_{\text{Initial}}}{\text{Dropback Value}_{\text{Initial}}}$$

expressed as a percentage;

"**Dropback Performance<sub>i</sub>**" means, in respect of the Redemption Valuation Date, an amount calculated in accordance with the following formula:

$$\frac{\text{Dropback Value}_{\text{Final}} - \text{Dropback Value}_i}{\text{Dropback Value}_i},$$

expressed as a percentage;



**"Dropback Trigger Barrier<sub>i</sub>"** means, in respect of the Dropback Trigger Observation Period and a Dropback Trigger Observation Date<sub>i</sub>, the first Dropback Trigger Level<sub>i</sub> in the table that has not been the subject of a Dropback Investment Event in respect of any previous Dropback Trigger Observation Date<sub>i</sub> in the Dropback Trigger Observation Period;

**"Dropback Trigger Level<sub>i</sub>"** means each percentage specified as such in the table set out in the applicable Final Terms and where the context so requires, such relevant percentage in respect of which the relevant Dropback Investment Event has occurred;

**"Dropback Trigger Observation Date<sub>i</sub>"** means, in respect of the Dropback Trigger Observation Period:

- (i) if Dropback Trigger Period Monitoring is specified as applicable in the applicable Final Terms, each Dropback Observation Day during the Dropback Trigger Observation Period; or
- (ii) if Dropback Trigger Period Monitoring is not specified as applicable in the applicable Final Terms, each date specified as such in the applicable Final Terms;

**"Dropback Trigger Observation Period"** means the period specified as such in the applicable Final Terms or, if not so specified, the period from (but excluding) the Strike Date to (and including) the Redemption Valuation Date;

**"Dropback Value"** means:

- (i) in respect of a single Underlying Reference, the Underlying Reference Value; or
- (ii) in respect of a Basket of Underlying References an amount determined by the Calculation Agent equal to the sum of the values in respect of each Underlying Reference as the product of (x) the Underlying Reference Value of such Underlying Reference and (y) the relevant Weighting;

**"Dropback Value<sub>0</sub>"** means the percentage specified as such in the applicable Final Terms;

**"Dropback Value<sub>Final</sub>"** means the Dropback Value on the Redemption Valuation Date;

**"Dropback Value<sub>i</sub>"** means, in respect of a Dropback Investment Event and a Dropback Trigger Barrier<sub>i</sub>, the Dropback Value on the Dropback Investment Event Trigger Date<sub>i</sub> in respect of which such Dropback Investment Event has occurred in relation to such Dropback Trigger Barrier<sub>i</sub>;

**"Dropback Value<sub>Initial</sub>"** means the percentage specified as such in the applicable Final Terms;

**"Floor 1"** means the percentage specified as such in the applicable Final Terms;

**"Floor 2<sub>i</sub>"** means, in respect of a Dropback Investment Event, the percentage specified as such in the table set out in the Final Terms next to the relevant Dropback Trigger Level<sub>i</sub> in respect of which the relevant Dropback Investment Event has occurred;

**"K"** means the number of Dropback Investment Events that have occurred in the Dropback Trigger Observation Period;

**"Observation Closing Value"** means, in respect of an Underlying Reference and (a) a Dropback Trigger Observation Date<sub>i</sub> or (b) the Redemption Valuation Date, as the case may be, the Relevant Closing Value in respect of such Underlying Reference and such Dropback Trigger Observation Date<sub>i</sub> or the Redemption Valuation Date, as the case may be, provided that, if such day is not a Dropback Observation Day or such day is a Disrupted Day (in the case of Index Linked Securities or Share Linked Securities) or a Commodity Disrupted Day (in the case of Commodity Linked Securities) (such day a **"Disrupted Value Day"**) and:

- (i) if "Following Dropback Observation Day" is specified in the applicable Final Terms, the Observation Closing Value will be the Observation Closing Value for the next succeeding Dropback Observation Day which is not a Disrupted Value Day; or
- (ii) if "Preceding Dropback Observation Day" is specified in the applicable Final Terms, the Observation Closing Value will be the Observation Closing Value for the immediately preceding Dropback Observation Day which is not a Disrupted Value Day; and

"Underlying Reference Value" means, in respect of an Underlying Reference and (a) a Dropback Trigger Observation Date<sub>i</sub>, (b) the Redemption Valuation Date or (c) Dropback Investment Event Trigger Date<sub>i</sub>, as the case may be, (i) the Observation Closing Value for such Underlying Reference in respect of the Dropback Trigger Observation Date<sub>i</sub>, the Redemption Valuation Date or such Dropback Investment Event Trigger Date<sub>i</sub>, as the case may be, divided by (ii) the Initial Closing Value for such Underlying Reference, expressed as a percentage.

- (c) If specified in the applicable Final Terms the Final Payout will be subject to a cap of the Maximum Final Payout and/or a floor of the Minimum Final Payout, in each case as specified in the applicable Final Terms.

### 3.3 Dropback Automatic Early Redemption Payout and Definitions

#### (a) Dropback Automatic Early Redemption Payout

If each of Automatic Early Redemption and Dropback Automatic Early Redemption Payout is specified in the applicable Final Terms, and if an Automatic Early Redemption Event occurs, the Automatic Early Redemption Payout shall be:

- (i) unless AER Dropback Performance is specified as applicable in the applicable Final Terms:

$$NA \times \left[ ER \text{ Constant Percentage } 1 + ER \text{ Constant Percentage } 2 \times \min \left( ER \text{ Cap } 1, \max \left( ER \text{ Floor } 1, \frac{AER \text{ Dropback Value}_{Final} - AER \text{ Dropback Value}_{Initial}}{AER \text{ Dropback Value}_{Initial}} \right) \right) + \sum_{i=1}^{K_{AER}} AER \text{ Dropback Investment Amount}_i \times \min \left( ER \text{ Cap } 2_i, \max \left( ER \text{ Floor } 2_i, \left( \frac{AER \text{ Dropback Value}_{Final} - AER \text{ Dropback Trigger Level}_i \times AER \text{ Dropback Value}_{Initial}}{AER \text{ Dropback Trigger Level}_i \times AER \text{ Dropback Value}_{Initial}} \right) \right) \right) \right]; \text{ or}$$

- (ii) if AER Dropback Performance is specified as applicable in the applicable Final Terms:

$$\begin{aligned} & \text{Constant Percentage } 1 \\ & + \text{Constant Percentage } 2 \\ & \times \min (ER \text{ Cap } 1, \max (ER \text{ Floor } 1, AER \text{ Dropback Performance}_{Final})) \\ & + \sum_{i=1}^K AER \text{ Dropback Investment Amount}_i \\ & \times \min (ER \text{ Cap } 2_i, \max (ER \text{ Floor } 2_i, AER \text{ Dropback Performance}_i)) \end{aligned}$$

#### (b) Dropback Automatic Early Redemption Payout Definitions

"AER Dropback Investment Amount<sub>i</sub>" means, in respect of a AER Dropback Investment Event, the percentage specified as such in the table set out in the Final Terms next to the relevant AER Dropback Trigger Level<sub>i</sub> in respect of which the relevant AER Dropback Investment Event has occurred;

**"AER Dropback Investment Event"** means the ER Dropback Value is (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, any AER Dropback Trigger Barrier<sub>i</sub> on any AER Dropback Trigger Observation Date<sub>i</sub> during the AER Dropback Trigger Observation Period, provided that, if the ER Dropback Value in respect of a single AER Dropback Trigger Observation Date<sub>i</sub> satisfies more than one AER Dropback Trigger Barrier<sub>i</sub>, the number of AER Dropback Investment Events in respect of such AER Dropback Trigger Observation Date<sub>i</sub> will be deemed to be equal to the number of AER Dropback Trigger Barriers so satisfied;

**"AER Dropback Investment Event Trigger Date<sub>i</sub>"** means each AER Dropback Trigger Observation Date<sub>i</sub> in respect of which an AER Dropback Investment Event has occurred;

**"AER Dropback Performance<sub>Final</sub>"** means, in respect of an Automatic Early Redemption Valuation Date, an amount calculated in accordance with the following formula:

$$\frac{AER\ Dropback\ Value_{Final} - AER\ Dropback\ Value_{Initial}}{AER\ Dropback\ Value_{Initial}}$$

expressed as a percentage;

**"AER Dropback Performance<sub>i</sub>"** means, in respect of an Automatic Early Redemption Valuation Date, an amount calculated in accordance with the following formula:

$$\frac{AER\ Dropback\ Value_{Final} - AER\ Dropback\ Value_i}{AER\ Dropback\ Value_i}$$

expressed as a percentage;

**"AER Dropback Trigger Barrier<sub>i</sub>"** means, in respect of the AER Dropback Trigger Observation Period and a AER Dropback Trigger Observation Date<sub>i</sub>, the first AER Dropback Trigger Level<sub>i</sub> in the table that has not been the subject of an AER Dropback Investment Event in respect of any previous AER Dropback Trigger Observation Date<sub>i</sub> in the AER Dropback Trigger Observation Period and, where the context so requires, such relevant percentage in respect of which the AER Dropback Investment Event has occurred;

**"AER Dropback Trigger Level<sub>i</sub>"** means each percentage specified as such in the table set out in the applicable Final Terms;

**"AER Dropback Trigger Observation Date<sub>i</sub>"** means, in respect of the AER Dropback Trigger Observation Period:

- (i) if AER Dropback Trigger Period Monitoring is specified as applicable in the applicable Final Terms, each Dropback Observation Day during the AER Dropback Trigger Observation Period; or
- (ii) if AER Dropback Trigger Period Monitoring is not specified as applicable in the applicable Final Terms, each date specified as such in the applicable Final Terms;

**"AER Dropback Trigger Observation Period"** means the period specified as such in the applicable Final Terms or, if not so specified, the period from (but excluding) the Strike Date to (and including) the relevant Automatic Early Redemption Valuation Date;

**"AER Dropback Value<sub>0</sub>"** means the percentage specified as such in the applicable Final Terms;

**"AER Dropback Value<sub>Final</sub>"** means the ER Dropback Value on the relevant Automatic Early Redemption Valuation Date;

"**AER Dropback Value<sub>i</sub>**" means, in respect of an AER Dropback Investment Event and an AER Dropback Trigger Barrier<sub>i</sub>, the ER Dropback Value on the AER Dropback Investment Event Trigger Date<sub>i</sub>, in respect of which such AER Dropback Investment Event has occurred in relation to such AER Dropback Trigger Barrier<sub>i</sub>;

"**AER Dropback Value<sub>Initial</sub>**" means the percentage specified as such in the applicable Final Terms;

"**ER Cap 1**" means the percentage specified as such in the applicable Final Terms;

"**ER Cap 2<sub>i</sub>**" means, in respect of an AER Dropback Investment Event, the percentage specified as such in the table set out in the Final Terms next to the relevant AER Dropback Trigger Level<sub>i</sub> in respect of which the relevant AER Dropback Investment Event has occurred;

"**ER Constant Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**ER Constant Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**ER Dropback Value**" means:

- (i) in respect of a single Underlying Reference, the ER Underlying Reference Value; or
- (ii) in respect of a Basket of Underlying References, an amount determined by the Calculation Agent equal to the sum of the values in respect of each Underlying Reference as the product of (x) the ER Underlying Reference Value of such Underlying Reference and (y) the relevant Weighting (such amount being the "**ER Dropback Value (Basket)**");

"**ER Floor 1**" means the percentage specified as such in the applicable Final Terms;

"**ER Floor 2<sub>i</sub>**" means, in respect of an AER Dropback Investment Event, the percentage specified as such in the table set out in the Final Terms next to the relevant AER Dropback Trigger Level<sub>i</sub> in respect of which the relevant AER Dropback Investment Event has occurred;

"**ER Observation Closing Value**" means, in respect of an Underlying Reference and (a) an AER Dropback Trigger Observation Date<sub>i</sub>, "Affected (b) the relevant Automatic Early Redemption Valuation Date or (c) an AER Dropback Investment Event Trigger Date<sub>i</sub>, as the case may be, the Relevant Closing Value in respect of such Underlying Reference and such AER Dropback Trigger Observation Date<sub>i</sub> or the relevant Automatic Early Redemption Valuation Date, as the case may be, provided that, if such day is not a Dropback Observation Day or such day is a Disrupted Day (in the case of Index Linked Securities or Share Linked Securities) or a Commodity Disrupted Day (in the case of Commodity Linked Securities) (such day a "**Disrupted Value Day**") and:

- (i) if "Following Dropback Observation Day" is specified in the applicable Final Terms, the ER Observation Closing Value will be the ER Observation Closing Value for the next succeeding Dropback Observation Day which is not a Disrupted Value Day; or
- (ii) if "Preceding Dropback Observation Day" is specified in the applicable Final Terms, the ER Observation Closing Value will be the ER Observation Closing Value for the immediately preceding Dropback Observation Day which is not a Disrupted Value Day;

"**ER Underlying Reference Value**" means, in respect of an Underlying Reference and (a) an AER Dropback Trigger Observation Date<sub>i</sub> (b) the relevant Automatic Early Redemption

Valuation Date or (c) an AER Dropback Investment Event Trigger Date<sub>i</sub>, as the case may be, (i) the ER Observation Closing Value for such Underlying Reference in respect of such AER Dropback Trigger Observation Date<sub>i</sub>, the relevant Automatic Early Redemption Valuation Date, or such AER Dropback Investment Event Trigger Date<sub>i</sub>, as the case may be, divided by (ii) the Initial Closing Value for such Underlying Reference, expressed as a percentage;

"**K<sub>AER</sub>**" means the number of AER Dropback Investment Events that have occurred in the AER Dropback Trigger Observation Period; and.

"**Lowest ER Dropback Value**" means in respect of the AER Dropback Trigger Observation Period and:

- (i) in respect of a single Underlying Reference, the lowest ER Underlying Reference Value for such Underlying Reference for all the AER Dropback Trigger Observation Dates in such AER Dropback Onbobservation Period; or
  - (ii) in respect of a Basket of Underlying References, the lowest ER Dropback Value (Basket) for all the AER Dropback Trigger Observation Dates in such AER Dropback Trigger Observation Period.
- (c) If specified in the applicable Final Terms the Automatic Early Redemption Payout will be subject to a cap of the Maximum Automatic Early Redemption Payout and/or a floor of the Minimum Automatic Early Redemption Payout, in each case as specified in the applicable Final Terms.

#### 3.4 **General Definitions for Dropback Coupon/Premium Amount Rates, the Dropback Final Payout and the Dropback Automatic Early Redemption Payout**

"**Dropback Observation Day**" means Scheduled Trading Days, Custom Index Business Days, Commodity Business Days, Hybrid Business Days or calendar days as specified in the applicable Final Terms;

"**Initial Closing Value**" means the price, level or amount specified as such in the applicable Final Terms, or if not so specified, the Relevant Closing Value on the Strike Date; and

"**Relevant Closing Value**" means:

- (i) if the relevant Underlying Reference is an Index or Custom Index, the Closing Level;
- (ii) if the relevant Underlying Reference is a Share, the Closing Price or the Italian Securities Reference Price, as specified in the applicable Final Terms; or
- (iii) if the relevant Underlying Reference is a Commodity or a Commodity Index, the Relevant Price.

#### 4 **FORMULAE CONSTITUENTS AND COMPLETION**

The constituent parts (each a "**Formula Constituent**") of any formula (each a "**Formula**") used in the Payout Conditions and which are to be specified in the applicable Final Terms may be replaced in the applicable Final Terms by the prescribed amount, level, percentage or other value, as applicable for such Formula Constituent.

If a Formula Constituent has a value of either 0 (zero) or 1 (one), or is not applicable in respect of the relevant Securities, then the related Formula may be simplified in the applicable Final Terms by deleting such Formula Constituent.

Any number or percentage to be specified in the applicable Final Terms for the purposes of these Payout Conditions may be a positive or negative, as specified in the applicable Final Terms.

## **5 CALCULATION AGENT**

Unless otherwise specified the calculation or determination of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to these Payout Conditions shall (in the absence of manifest error) be final and binding on the Issuer and the holders of Securities. Whenever the Calculation Agent is required to make any determination it may, to the extent permitted by an applicable law, *inter alia*, decide issues of construction and legal interpretation. In performing its duties pursuant to these Payout Conditions, the Calculation Agent shall act in good faith and in a commercially reasonable manner. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or making any determination under the Securities shall not affect the validity or binding nature of any later performance or exercise of such obligation or determination, and none of the Calculation Agent, the Issuer, or, if applicable, the Guarantor shall, in the absence of wilful misconduct and gross negligence, bear any liability (to the extent permitted by any applicable law) in respect of, or consequent upon, any such delay, deferral or forbearance.

## ANNEX 2

## ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED SECURITIES

*The terms and conditions applicable to Index Linked Securities shall comprise, in the case of Notes, the Terms and Conditions of the Notes (as set out under the heading "Terms and Conditions of the Notes" above and, for the avoidance of doubt, not including Annexes 1 to 12), in the case of Warrants, the Terms and Conditions of the Warrants (as set out under the heading "Terms and Conditions of the Warrants" above and, for the avoidance of doubt, not including Annexes 1 to 9 or 11), and, in the case of Certificates, the Terms and Conditions of the Certificates (as set out under the heading "Terms and Conditions of the Certificates" above and, for the avoidance of doubt, not including Annexes 1 to 12) as applicable (the "**Conditions**") and the additional Terms and Conditions for payouts (as set out in Annex 1 under the heading "Additional Terms and Conditions for Payouts" above) (the "**Payout Conditions**") and the additional Terms and Conditions set out below (the "**Index Linked Conditions**") and any other additional Terms and Conditions that may be specified in the Final Terms (the "**Additional Terms and Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Index Linked Conditions, the Index Linked Conditions set out below shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Index Linked Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

**1. Market Disruption**

**"Market Disruption Event"** means, in relation to Securities relating to a single Index or basket of Indices:-

- (x) in respect of a Composite Index:
  - (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) in respect of a Multi-Exchange Index only, 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.

In the case of a Multi-Exchange Index, 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 the 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

- (y) 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 (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins or ends at the same time when the level of such Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances 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 such Index shall be based on a comparison of (x) the portion of the level of such Index attributable to that security and (y) the overall level of the 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 of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable, 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 or a Valuation Date, as the case may be.

## 2. Adjustments to an Index

### (A) *Successor Index Sponsor Calculates and Reports an Index*

If a relevant Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent (the "**Successor Index Sponsor**"), 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 (the "**Successor Index**") will be deemed to be the Index.

### (B) *Modification and Cessation of Calculation of an Index*

If (i) on or prior to the Strike Date, the last Valuation Date, last Observation Date, last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, 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 (ii) on the Strike Date, a Valuation Date, an Observation Date, an Averaging Date, a Knock-in Determination Day or Knock-out Determination Day, 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,

- (i) the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the 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 Strike Date, that Valuation Date, Observation Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, 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;
- (ii) the Calculation Agent may replace the relevant Index with a new similar index, multiplied, if need be by a linking coefficient to ensure continuity in the condition of the underlying of the Securities;



- (iii) in the case of Notes and Certificates only, unless Delayed Redemption on Occurrence of Index Adjustment Event, Highest Value, Market Value or Monetisation Option are specified as being applicable in the applicable Final Terms, the Calculation Agent may require the Issuer to redeem the Notes or Certificates, as applicable, in which case it will so notify the Issuer and the Issuer will give notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as applicable. If the Notes or Certificates are so redeemed the Issuer will pay an amount to each Noteholder or Certificateholder, as the case may be, in respect of each redeemed Note or Certificate equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as applicable;
- (iv) in the case of Notes and Certificates only, if Delayed Redemption on Occurrence of Index Adjustment Event is specified as being applicable in the applicable Final Terms, on the Maturity Date (in the case of Notes) or on the Redemption Date (in the case of Certificates) the Issuer shall redeem each Note or Certificate, as applicable, at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms) and (y) the Swap Early Termination Amount (if any).

For the purposes of this Index Linked Condition 2(B)(iv) "**Swap Early Termination Amount**" means an amount (if any) equal to, in respect of each Note or Certificate, and subject to a minimum of zero, a *pro rata* share of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap Agreement in whole or in part and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure);

- (v) in the case of Warrants only, the Issuer may cancel the Warrants by giving notice to the Warrantholders in accordance with Condition 17 of the Warrants. 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, equal to the Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 of the Warrants.
- (vi) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(ix) (in the case of Notes), or in accordance with Condition 8(e)(viii) (in the case of Certificates);
- (vii) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(x) (in the case of Notes), or in accordance with Condition 8(e)(ix) (in the case of Certificates);
- (viii) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined,

in accordance with Condition 7(e)(xi) (in the case of Notes) or in accordance with Condition 8(e)(x) (in the case of Certificates); or

- (ix) in the case of Notes and Certificates only, where one of Highest Value, Market Value or Monetisation Option is specified as applicable in the applicable Final Terms in respect of an Index Adjustment Event, if the Calculation Agent determines that such Index Adjustment Event constitutes a force majeure, and if Index Linked Condition 2(B)(ix) is specified in the applicable Final Terms, the Issuer will, on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities, calculated and paid on such date determined, in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs applies.

(C) *Calculation Agent Determination*

Notwithstanding the foregoing, the Calculation Agent will adjust any relevant terms of the Securities as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities.

(D) *General*

In determining to take a particular action as a result of an Index Adjustment Event, the Calculation Agent is under no duty to consider the interests of Holders of Securities or any other person. In making any determination as to which action to take following the occurrence of an Index Adjustment Event, to the extent permitted by applicable law, none of the Calculation Agent, the Issuer or the Swap Counterparty shall be responsible for any loss (including liability in respect of interest), underperformance or opportunity cost suffered or incurred by Holders of Securities or any other person in connection with the Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Securities.

(E) *Notice*

The Calculation Agent shall, as soon as practicable, notify the relevant Agent of any determination made by it pursuant to paragraph (B) above and the action proposed to be taken in relation thereto and such Agent shall make available for inspection by Holders of Securities copies of any such determinations.

**3. Correction of Index**

If the level of the Index published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities, is subsequently corrected and the correction is published by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor (i) in respect of a Composite Index, no later than five Business Days following the date of the original publication or (ii) 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, except that any corrections published after the day which is three Business Days prior to, in the case of Notes and Certificates, a due date for payment under the Notes or Certificates, as the case may be, or, in the case of Warrants, the relevant Settlement Date calculated by reference to the level of the Index will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

**4. Definitions**

"**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.

"**Averaging Date**" means:

- (a) 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:
  - (A) 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 purposes of determining the relevant level, price, value or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
  - (B) 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, value 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
  - (C) if "**Modified Postponement**" is specified as applying in the applicable Final Terms then:
    - (i) where the Securities are Index Linked Securities relating to a single Index (other than a Component Security Index), 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 (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (A)(ii) of the definition of "Valuation Date" below;
    - (ii) where the Securities are Index Linked Securities relating to a single Component Security Index, the Calculation Agent shall determine the relevant level for the Averaging Date in accordance with sub-paragraph (A)(ii) of the definition of "Valuation Date" below and the Averaging Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the provisions of sub-paragraph (A)(ii) of the definition of "Valuation Date" below;
    - (iii) where the Securities are Index Linked Securities relating to a basket of Indices (other than a Basket of Component Security Indices), the Averaging Date for each Index 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 affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Index. If the first succeeding Valid Date in relation to such Index 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 (A) that last such consecutive Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date) in respect of such Index, and (B) the Calculation Agent shall determine the relevant level, price, value or amount for that Averaging Date in accordance with sub-paragraph (B)(ii) of the definition of "Valuation Date" below;

- (iv) where the Securities are Index Linked Securities relating to a Basket of Component Security Indices, the Averaging Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Averaging Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the level of the Component Security Index in accordance with the provisions of sub-paragraph (a)(iv) of the definition of "Valuation Date" below and the Averaging Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the provisions of sub-paragraph (a)(iv) of the definition of "Valuation Date" below; and
- (v) for the purposes of these Index Linked Conditions "Valid Date" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur; or
- (b) in the case of Open End Notes or Open End Certificates (other than Put/Call Open End Notes or Put/Call Open End Certificates), the date designated as such by the Issuer, provided that such date is determined by the Issuer and notified to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as the case may be, at the latest on the tenth (10th) Business Day preceding the contemplated Averaging Date.

**"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 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 Linked Condition 2.

**"Component Security"** means, in respect of a Composite Index, each component security of such Index.

**"Component Security Index"** means any Index specified as such in the applicable Final Terms, or if not specified, any Index the Calculation Agent determines as such.

**"Composite Index"** means any Index which is either a Component Security Index or a Multi-Exchange Index.

**"Custom Index Securities"** means Index Linked Securities in respect of which the additional provisions applicable to Custom Indices are specified as applicable in the applicable Final Terms.

**"Disrupted Day"** means:

- (A) in the case of a Composite Index, any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the 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 the case of any Index which 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 their regular trading session or (ii) a Market Disruption Event has occurred.

**"Early Closure"** means:

- (A) in the case 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 any 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 such Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or 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 (i) in the case of a single Index, Exchange Business Day (Single Index Basis) or (ii) in the case of a Basket of Indices, (a) Exchange Business Day (All Indices Basis) or (b) 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, in respect of such Indices are open for trading during their respective regular trading sessions in respect of such Indices, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; or
- (B) in respect of any Composite Indices:
  - (i) the Index Sponsor publishes the level of such Composite Indices; and

(ii) either:

- (a) unless Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Related Exchange, in respect of such Composite Indices is open for trading during its regular trading session; or
- (b) if Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Exchange and each Related Exchange, if any, in respect of such Composite Indices is open for trading during its regular trading session,

in each case, notwithstanding any such Exchange or 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 the case 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 respective regular trading session(s), notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; or
- (B) in respect of a Composite Index:
  - (i) the relevant Index Sponsor publishes the level of such Composite Index; and
  - (ii) either:
    - (a) unless Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Related Exchange in respect of such Composite Index is open for trading during its regular trading session; or
    - (b) if Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Exchange and each Related Exchange, if any, in respect of such Composite Index is open for trading during its regular trading session,

in each case, notwithstanding any such Exchange or 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, in respect of such Index, 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; or
- (B) in respect of a Composite Index:
  - (i) the relevant Index Sponsor publishes the level of such Composite Index; and
  - (ii) either:
    - (a) unless Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Related Exchange in respect of such Composite Index is open for trading during its regular trading session; or
    - (b) if Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Exchange and each Related Exchange, if any, in respect of such Composite Index is open for trading during its regular trading session,

in each case, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**"Exchange Disruption"** means:

- (A) in the case of any 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, (A) any Component Security on the Exchange in respect of such Component Security; or (B) in futures or options contracts relating to such Index on the Related Exchange; and
- (B) in the case of any 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 (A) 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 (B) 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 these Index Linked Conditions, the index or indices specified in the applicable Final Terms and related expressions shall be construed accordingly.

**"Index Correction Period"** means (i) the period specified in the applicable Final Terms, or (ii) 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 of the Securities 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 Linked Condition 2.

**"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.

**"Observation Date"** means (a) in the case of Securities other than Open End Notes or Open End Certificates, each date specified as an Observation 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 the provisions relating to "Omission", "Postponement" or "Modified Postponement", as the case may be, contained in the definition of "Averaging Date" shall apply *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 the provisions of sub-paragraph (A)(ii), (B), (C)(ii) or (D) 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 and (b) in the case of Open End Notes or Open End Certificates (other than Put/Call Open End Notes or Put/Call Open End Certificates), the date designated as such by the Issuer, provided that such date is determined by the Issuer and notified to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates at the latest on the tenth (10th) Business Day (or such other notice period specified in the applicable Final Terms) preceding the contemplated Observation Date.

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

**"Open End Certificate"** means a Certificate in respect of which "Open End" is specified as applicable in the relevant Final Terms and which includes (i) unless "Put/Call Open End Certificate" is specified in the applicable Final Terms, (A) an option for the Issuer to redeem each Certificate on a date determined by the Issuer and (B) an option for the Holder of the Securities to give notice to the Issuer and upon expiry of the Notice Period, the Issuer will redeem each such Certificate on a date determined by the Issuer or pursuant to Condition 8(y) or (ii) if "Put/Call Open End Certificate" is specified in the applicable Final Terms, an Issuer Call Option, exercisable in accordance with the provisions of Condition 8(b) and a Holder Put Option, exercisable in accordance with the provisions of Condition 8(c), as the case may be, in either case, subject to the other provisions of these Terms and Conditions;

**"Open End Note"** means a Note in respect of which "Open End" is specified as applicable in the relevant Final Terms and which may includes (i) unless "Put/Call Open End Note" is specified in the applicable Final Terms, (A) an option for the Issuer to redeem each Note on a date determined by the Issuer and (B) an option for the Holder of the Securities to give notice to the Issuer and upon expiry of the Notice Period, the Issuer will redeem each such Note on a date determined by the Issuer or pursuant to Condition 7(z) or (ii) if "Put/Call Open End Note" is specified in the applicable Final Terms, an Issuer Call Option, exercisable in accordance with the provisions of Condition 7(b) and a Holder Put Option, exercisable in accordance with the provisions of Condition 7(c), as the case may be, in either case, subject to the other provisions of these Terms and Conditions;

**"Protected Amount"** means the amount specified as such in the applicable Final Terms.

**"Related Exchange"** means, in relation to an Index, each exchange or quotation system on which option contracts or futures contracts relating to such Index are traded, or 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 Closing Time"** means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours subject as provided in "Valuation Time" below.

**"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 Trading Day"** means either (i) in the case of a single Index, Scheduled Trading Day (Single Index Basis) or (ii) in the case of a Basket of Indices, (a) Scheduled Trading Day (All Indices Basis) or (b) 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, in respect of such Indices are scheduled to be open for trading during their respective regular trading sessions in respect of such Indices; or
- (B) in respect of any Composite Indices:
  - (i) the Index Sponsor is scheduled to publish the level of such Composite Indices; and
  - (ii) either:



- (a) unless Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Related Exchange, in respect of such Composite Indices is scheduled to be open for trading during its regular trading session; or
- (b) if Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Exchange and each Related Exchange, if any, in respect of such Composite Indices is scheduled to be open for trading during its regular trading session.

**"Scheduled Trading Day (Per Index Basis)"** means, in respect of an Index, any day on which

- (A) in the case 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); or
- (B) in respect of a Composite Index:
  - (i) the relevant Index Sponsor is scheduled to publish the level of such Composite Index; and
  - (ii) either:
    - (a) unless Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Related Exchange in respect of such Composite Index is scheduled to be open for trading during its regular trading session; or
    - (b) if Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Exchange and each Related Exchange, if any, in respect of such Composite Index is scheduled to be open for trading during its regular trading session.

**"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, in respect of such Index, are scheduled to be open for trading during their regular trading session(s); or
- (B) in respect of a Composite Index:
  - (i) the relevant Index Sponsor is scheduled to publish the level of such Composite Index; and
  - (ii) either:
    - (a) unless Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Related Exchange in respect of such Composite Index is scheduled to be open for trading during its regular trading session; or
    - (b) if Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Exchange and each Related Exchange, if any, in respect of such Composite Index is scheduled to be open for trading during its regular trading session.

**"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.

**"Screen Page"** means the page specified in the applicable Final Terms, or any successor page or service thereto.

**"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, subject as referred to in "Strike Date", "Valuation Date" or "Averaging Date" as the case may be:

- (A) in the case of Index Linked Securities relating to a single Index, an amount equal to the official closing level of the Index or, in relation to a Composite Index, the official closing level or official opening level, as specified in the applicable Final Terms, of such Index as published by the relevant Index Sponsor, in each case 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; and
- (B) in the case of Index Linked Securities relating to a Basket of Indices and in respect of each Index comprising the Basket of Indices, an amount equal to the official closing level or official opening level, as specified in the applicable Final Terms, of such Index or, in relation to a Composite Index, the official closing level of such Index as published by the relevant Index Sponsor, in each case 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.

**"Settlement Price Date"** means the Strike Date, an Observation Date or the Valuation Date, as the case may be.

**"Specified Maximum Days of Disruption"** means eight (8) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the applicable Final Terms.

**"Strike Date"** means the Strike Date specified as such 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:

- (A) in the case of Index Linked Securities relating to a single Index (other than a Component Security Index), 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 in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant level or price 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 Index Linked Securities relating to a single Component Security Index, the Calculation Agent shall determine the relevant level or price in the manner set out in the

applicable Final Terms or, if not set out or not practicable, determine the relevant level or price by determining the relevant level for such Component Security Index using the formula for and method of calculating such Component Security Index last in effect prior to the occurrence of the first Disrupted Day using:

- (i) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Strike Date; and
- (ii) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, 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 day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Strike Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions; or

- (C) in the case of Index Linked Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), the Strike Date for each Index, not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date, and the Strike Date for each Index, affected (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, value or price using, in relation to the Affected Item, the level, value or price as applicable, determined in the manner set out in the applicable Final Terms, or, if not set out or if not practicable, using 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) and otherwise in accordance with the above provisions; or
- (D) in the case of Index Linked Securities relating to a Basket of Component Security Indices, the Strike Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the relevant level or price in the manner set out in the applicable Final Terms or, if not set out or not practicable, determine the relevant level or price by determining the level of that Component Security Index using the formula for and method of calculating that Component Security Index last in effect prior to the occurrence of the first Disrupted Day, using:

- (i) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Strike Date; and
- (ii) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, 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 day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Strike Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions.

"**Strike Day**" means each date specified as such in the applicable Final Terms and, if Averaging Date Consequences are specified as applicable 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 "Strike Day";

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

"**Trading Disruption**" means:

- (A) in the case 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 the 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 (a) relating to securities that comprise 20 per cent. or more of the level of such Index on any relevant Exchange(s) or (b) in futures or options contracts relating to such Index on any relevant Related Exchange.

"**Valuation Date**" means, (i) in respect of the Notes and Certificates (other than in respect of Open End Notes and Open End Certificates), the Interest Valuation Date and/or the Redemption Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day and (ii) in respect of the Warrants, the first Scheduled Trading Day following the Actual Exercise Date of the relevant Warrant, unless, in the case of either (i) or (ii), in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (A) in the case of Index Linked Securities relating to a single Index (other than a Component Security Index), 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, (i) 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 (ii) the Calculation Agent shall determine the relevant

value, level or price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant value, level or price 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 Index Linked Securities relating to a single Component Security Index, the Calculation Agent shall determine the relevant level or price in the manner set out in the applicable Final Terms or, if not set out or not practicable, determine the relevant level or price by determining the relevant level for such Component Security Index using the formula for and method of calculating such Component Security Index last in effect prior to the occurrence of the first Disrupted Day using:
- (1) in respect of each Component Security not affected by a Market Disruption Event on the scheduled Valuation Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the scheduled Valuation Date; and
  - (2) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the scheduled Valuation Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, 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 day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Valuation Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions; or

- (C) in the case of Index Linked Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), the Valuation Date for each Index, not affected by the occurrence of a Disrupted Day shall be the scheduled Valuation Date, and the Valuation Date for each Index, affected (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 relevant value, level or price using, in relation to the Affected Item, the level, value or price as applicable, determined in the manner set out in the applicable Final Terms, or, if not set out or if not practicable, using 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) and otherwise in accordance with the above provisions; or

- (D) in the case of Index Linked Securities relating to a Basket of Component Security Indices, the Valuation Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the scheduled Valuation Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the relevant level or price in the manner set out in the applicable Final Terms or, if not set out or not practicable, determine the relevant level or price by determining the level of that Component Security Index using the formula for and method of calculating that Component Security Index last in effect prior to the occurrence of the first Disrupted Day, using:
- (i) in respect of each Component Security not affected by a Market Disruption Event on the scheduled Valuation Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the scheduled Valuation Date; and
  - (ii) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the scheduled Valuation Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, 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 day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Valuation Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions.

In the case of Open End Notes or Open End Certificates (other than Put/Call Open End Notes or Put/Call Open End Certificates) and, for the purposes of the applicable Final Terms, the date designated as the Redemption Valuation Date by the Issuer, provided that such date is determined by the Issuer and notified to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders, as the case may be, in accordance with Condition 19 of the Certificates at the latest on the tenth (10th) Business Day (or such other notice period specified in the applicable Final Terms) preceding the contemplated Redemption Valuation Date.

"**Valuation Time**" means:

- (A) the Interest Valuation Time or Valuation Time specified in the applicable Final Terms; or
- (B) if not specified in the applicable Final Terms:
  - (x) in the case of a Composite Index, means in respect of such Index: (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 the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; or

- (y) in the case of any Index which is not a Composite Index, means the Scheduled Closing Time on the Exchange on the relevant date. If the 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.

## 5. Custom Index

Index Linked Conditions 6 to 8 (inclusive) apply if "Custom Index" is specified as applicable in the applicable Final Terms. In the event of any inconsistency between the provisions of Index Linked Conditions 6 to 8 and the other Index Linked Conditions, the provisions of Index Linked Conditions 6 to 8 shall prevail.

## 6. Adjustments to a Custom Index and Custom Index Disruption

### (A) Successor Index Sponsor Calculates and Reports an Index

If a relevant Custom Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the "**Successor Custom Index Sponsor**") acceptable to the Calculation Agent, or (ii) replaced by a successor custom 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 Custom Index, then in each case that custom index (the "**Successor Custom Index**") will be deemed to be the Custom Index.

### (B) Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption

If (i) on or prior to the Strike Date, the last Valuation Date, the last Observation Date or the last Averaging 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 Custom Index or in any other way materially modifies that Custom Index (other than a modification prescribed in that formula or method to maintain that Custom Index in the event of changes in constituent components and capitalisation, contracts or commodities and other routine events) (a "**Custom Index Modification**"), or permanently cancels a relevant Custom Index and no Successor Custom Index exists (a "**Custom Index Cancellation**"), or (ii) on a Strike Date a Valuation Date, an Observation Date or an Averaging Date, the Index Sponsor or (if applicable) a Custom Index Disruption Event occurs (a Custom Index Disruption Event, together with a Custom Index Modification and a Custom Index Cancellation, each a "**Custom Index Adjustment Event**"), then:

- (1) in the case of Custom Index Securities relating to a single Custom Index where Scheduled Custom Index Business Days (Single Custom Index Basis) is specified as applicable in the applicable Final Terms, then:

- (i) if the Custom Index Adjustment Event is a Custom Index Disruption Event which occurs or is occurring on the last Valuation Date, last Averaging Date or last Observation Date, then

- (A) such Valuation Date, Averaging Date or Observation Date, as the case may be, shall be the first succeeding Scheduled Custom Index Business Day on which a Custom Index Disruption Event is not occurring, unless there is a Custom Index Disruption Event on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Valuation Date, Averaging Date or Observation Date, as the case may be, in which case the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Valuation Date, Averaging Date or Observation Date, as the case may be, notwithstanding the Custom Index Disruption Event and the Calculation Agent shall determine the relevant value, level or price by using commercially

reasonable efforts to determine the level of the Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the Custom Index last in effect prior to the occurrence of the Custom Index Disruption Event and using its good faith estimate of the value for the components of the Custom Index; or

- (B) in respect of a Custom Index Disruption Event in respect of any Index Component, the Calculation Agent shall determine if such Custom Index Disruption Event has a material effect on the Securities and, if so, shall determine the relevant level or price of the Custom Index using, in lieu of a published level for the relevant Custom Index, the Custom Index Fallback Value; or
- (ii) following a Custom Index Modification or Custom Index Cancellation at any time or a Custom Index Disruption Event (which in the latter case occurs or is occurring on the Strike Date, an Averaging Date (other than the last Averaging Date), an Observation Date (other than the last Observation Date) or a Valuation Date (other than the last Valuation Date), the Calculation Agent shall determine if such Custom Index Adjustment Event has a material effect on the Securities and, if so:
  - (I) if the Custom Index Adjustment Event is a Custom Index Disruption Event which occurs or is occurring on the Strike Date, an Averaging Date, a Valuation Date or an Observation Date, then:
    - (A) the Calculation Agent may determine that the Strike Date, relevant Averaging Date, Valuation Date or Observation Date, as the case may be, shall be the first succeeding Scheduled Custom Index Business Day (in the case of the Strike Date) or Valid Date (in the case of an Averaging Date, a Valuation Date or an Observation Date, as the case may be) unless there is a Custom Index Disruption Event on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date, Averaging Date, Valuation Date or Observation Date, as the case may be, in which case the Calculation Agent may determine that the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Strike Date, Averaging Date, Valuation Date or Observation Date, as the case may be (irrespective, in the case of an Averaging Date, a Valuation Date or an Observation Date, of whether that last consecutive Scheduled Custom Index Business Day is already an Averaging Date, a Valuation Date or an Observation Date, as the case may be) and may determine the relevant value, level or price by using commercially reasonable efforts to determine a level of the Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of



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calculating the Custom Index last in effect prior to the occurrence of the Custom Index Disruption Event and using its good faith estimate of the value for the components of the Custom Index; or

- (B) in respect of a Custom Index Disruption Event in respect of any Index Component, the Calculation Agent shall determine if such Custom Index Disruption Event has a material effect on the Securities and, if so, shall determine the relevant level or price of the Custom Index using, in lieu of a published level for the relevant Custom Index, the Custom Index Fallback Value; or
- (II) the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar strategy as the original Custom Index and, upon selection of such index, the Calculation Agent shall promptly notify the Holders of Securities and such index shall become the Successor Custom Index and shall be deemed to be the "Custom Index" for the purpose of the Securities and the Calculation Agent will make such adjustment, if any, to one or more of the terms of the Securities as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate (including, without limitation, by applying a linking coefficient); or
- (III) the Calculation Agent may determine in good faith and in a commercially reasonable manner such other appropriate adjustments, if any, to be made to the terms of the Securities to account for the Custom Index Adjustment Event and determine the effective date of those adjustments; or
- (IV) in the case of Notes and Certificates only, unless Delayed Redemption on Occurrence of Custom Index Adjustment Event, Highest Value, Market Value or Monetisation Option is specified as being applicable in the applicable Final Terms, the Calculation Agent may require the Issuer to redeem the Notes or Certificates, as applicable, in which case it will so notify the Issuer and the Issuer will give notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as the case may be. If the Notes or Certificates are so redeemed the Issuer will pay an amount to each Noteholder or Certificateholder, as the case may be, in respect of each redeemed Note or Certificate equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or as to the Certificateholders in accordance with Condition 19 of the Certificates (as applicable); or
- (V) in the case of Notes and Certificates only, if Delayed Redemption on Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, on the Maturity Date (in the case of Notes) or on the Redemption Date (in the case of Certificates) the Issuer shall redeem each

Note or Certificate, as applicable, at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms) and (y) the Swap Early Termination Amount (if any).

For the purposes of this Index Linked Condition 6(B)(1)(ii)(V) "**Swap Early Termination Amount**" means an amount (if any) equal to, in respect of each Note or Certificate, and subject to a minimum of zero, a *pro rata share* of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap Agreement in whole or in part and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure); or

- (VI) in the case of Warrants only, the Issuer may cancel the Warrants by giving notice to the Warrantholders in accordance with Condition 17 of the Warrants. 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 Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 of the Warrants; or
- (VII) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(ix) (in the case of Notes) or in accordance with Condition 8(e)(viii) (in the case of Certificates);
- (VIII) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(x) (in the case of Notes) or in accordance with Condition 8(e)(ix) (in the case of Certificates);
- (IX) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(xi) (in the case of Notes) or in accordance with Condition 8(e)(x) (in the case of Certificates); or

- (X) in the case of Notes and Certificates only, where one of Highest Value, Market Value or Monetisation Option is specified as applicable in the applicable Final Terms in respect of a Custom Index Adjustment Event, if the Calculation Agent determines that such Custom Index Adjustment Event constitutes a force majeure, and if Index Linked Condition 6(B)(1)(ii)(X) is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities and paid on such date determined, in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b)(in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs applies; or
  - (XI) in the case of a Custom Index Modification or Custom Index Cancellation which occurs on the last Valuation Date, last Averaging Date or last Observation Date only, the Calculation Agent may elect to calculate the level of the Custom Index, using in lieu of the published level for the Custom Index as of the Valuation Date, Averaging Date or Observation Date, as the case may be, either (A) the level of the Custom Index as of that date determined by the Calculation Agent in accordance with the formula for and method of calculating the Custom Index last in effect prior to the Custom Index Modification but using only those components that comprised the Custom Index prior to the Custom Index Modification or (B) the Custom Index Fallback Value;
- (2) in the case of Custom Index Securities relating to a Basket of Custom Indices where Scheduled Custom Index Business Days (All Custom Indices Basis) is specified as applicable in the applicable Final Terms, then:
- (i) if the Custom Index Adjustment Event is a Custom Index Disruption Event which occurs or is occurring in respect of any Custom Index (each an "**Affected Custom Index**") on the last Valuation Date, last Averaging Date or last Observation Date, then:
    - (A) such Valuation Date, Averaging Date or Observation Date, as the case may be, for all Custom Indices in the Basket of Custom Indices shall be the first succeeding Scheduled Custom Index Business Day on which a Custom Index Disruption Event is not occurring in respect of any of the Custom Indices in the Basket of Custom Indices, unless there is a Custom Index Disruption Event in respect of any one of the Custom Indices in the Basket of Custom Indices on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Valuation Date, Averaging Date or Observation Date, as the case may be, in which case the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Valuation Date, Averaging Date or Observation Date, as the case may be, for all Custom Indices in the Basket of Custom Indices, notwithstanding the Custom Index Disruption Event in respect of an Affected Custom Index and the Calculation Agent shall determine the relevant value, level or price by using (X) in respect of any Custom Index which is not an Affected Custom Index, the

method provided for in these Index Linked Conditions and (Y) in respect of any Custom Index in the Basket of Custom Indices which is an Affected Custom Index, commercially reasonable efforts to determine the level of the relevant Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the relevant Custom Index last in effect prior to the occurrence of the Custom Index Disruption Event and using its good faith estimate of the value for the components of the Custom Index; or

- (B) in respect of a Custom Index Adjustment Event in respect of an Index Component comprised in a Custom Index in the Basket of Custom Indices, the Calculation Agent shall determine if such Custom Index Disruption Event has a material effect on the Securities and, if so, shall determine the relevant level or price of the relevant Custom Index using, in lieu of a published level for such Custom Index, the Custom Index Fallback Value; or
- (ii) following a Custom Index Modification or Custom Index Cancellation at any time or a Custom Index Disruption Event (which in the latter case occurs or is occurring on the Strike Date, an Averaging Date (other than the last Averaging Date), an Observation Date (other than the last Observation Date) or a Valuation Date (other than the last Valuation Date) the Calculation Agent shall determine if such Custom Index Adjustment Event has a material effect on the Securities and, if so:
  - (I) if the Custom Index Adjustment Event is a Custom Index Disruption Event which occurs or is occurring on the Strike Date, a Valuation Date, an Averaging Date or an Observation Date, then:
    - (A) the Calculation Agent may determine that the Strike Date, relevant Averaging Date, Valuation Date or Observation Date, as the case may be, for all Custom Indices in the Basket of Custom Indices shall be the first succeeding Scheduled Custom Index Business Day (in the case of the Strike Date) or Valid Date (in the case of an Averaging Date, a Valuation Date or an Observation Date, as the case may be) on which a Custom Index Disruption Event is not occurring in respect of any Custom Index (each an "**Affected Custom Index**") comprised in the Basket of Custom Indices unless there is a Custom Index Disruption Event on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date, Averaging Date, Valuation Date or Observation Date, as the case may be, in which case the Calculation Agent may determine that the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Strike Date, Averaging Date, Valuation Date or Observation Date, as the case may be (irrespective, in the case of an Averaging Date, a Valuation Date or an Observation Date, of whether that last consecutive Scheduled Custom Index Business Day is already an Averaging Date, a Valuation Date or an Observation Date, as the case may be) for all Custom Indices in the

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Basket of Custom Indices and may determine the relevant value, level or price by using (X) in respect of any Custom Index in the Basket of Custom Indices which is not an Affected Custom Index, the method provided for in these Index Linked Conditions and (Y) in respect of any Custom Index in the Basket of Custom Indices which is an Affected Custom Index, commercially reasonable efforts to determine a level of the relevant Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the relevant Custom Index last in effect prior to the occurrence of the Custom Index Disruption Event and using its good faith estimate of the value for the components of the Custom Index; or

- (B) in respect of a Custom Index Adjustment Event in respect of an Index Component comprised in a Custom Index in the Basket of Custom Indices, the Calculation Agent may determine the relevant level or price of the relevant Custom Index using, in lieu of a published level for such Custom Index, the Custom Index Fallback Value; or
- (II) the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar strategy as the original Custom Index and, upon selection of such index, the Calculation Agent shall promptly notify the Holders of Securities and such index shall become the Successor Custom Index and shall be deemed to be a "Custom Index" for the purpose of the Securities and the Calculation Agent will make such adjustment, if any, to one or more of the terms of the Securities as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate (including, without limitation, by applying a linking coefficient); or
- (III) the Calculation Agent may determine in good faith and in a commercially reasonable manner such other appropriate adjustments, if any, to be made to the terms of the Securities to account for the Custom Index Adjustment Event and determine the effective date of those adjustments; or
- (IV) in the case of Notes and Certificates only, unless Delayed Redemption on Occurrence of Custom Index Adjustment Event, Highest Value, Market Value or Monetisation Option are specified as being applicable in the applicable Final Terms, the Calculation Agent may require the Issuer to redeem the Notes or Certificates, as applicable, in which case it will so notify the Issuer and the Issuer will give notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates. If the Notes or Certificates are so redeemed the Issuer will pay an amount to each Noteholder or Certificateholder, as the case may be, in respect of each redeemed Note or Certificate equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates (as applicable); or

- (V) in the case of Notes and Certificates only, if Delayed Redemption on Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, on the Maturity Date (in the case of Notes) or on the Redemption Date (in the case of Certificates) the Issuer shall redeem each Note or Certificate, as applicable, at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms) and (y) the Swap Early Termination Amount (if any).

For the purposes of this Index Linked Condition 6(B)(2)(ii)(V) "**Swap Early Termination Amount**" means an amount (if any) equal to, in respect of each Note or Certificate, and subject to a minimum of zero, a *pro rata share* of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap Agreement in whole or in part and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure); or

- (VI) in the case of Warrants only, the Issuer may cancel the Warrants by giving notice to the Warrantheolders in accordance with Condition 17 of the Warrants. 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 Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Warrantheolders in accordance with Condition 17 of the Warrants; or
- (VII) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(ix) (in the case of Notes) or in accordance with Condition 8(e)(viii) (in the case of Certificates);
- (VIII) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(x) (in the case of Notes) or in accordance with Condition 8(e)(ix) (in the case of Certificates);
- (IX) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each

Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(xi) (in the case of Notes) or in accordance with Condition 8(e)(x) (in the case of Certificates); or

- (X) in the case of Notes and Certificates only, where one of Highest Value, Market Value or Monetisation Option is specified as applicable in the applicable Final Terms in respect of a Custom Index Adjustment Event, if the Calculation Agent determines that such Custom Index Adjustment Event constitutes a force majeure, and if Index Linked Condition 6(B)(2)(ii)(X) is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs applies; or
  - (XI) in the case of a Custom Index Modification or Custom Index Cancellation which occurs in respect of a Custom Index in the Basket of Custom Indices which occurs on the last Valuation Date, last Averaging Date or last Observation Date only, the Calculation Agent may elect to calculate the level of such Custom Index, using in lieu of the published level for the Custom Index as of the Valuation Date, Averaging Date or Observation Date, as the case may be either (A) the level of the Custom Index as of that date determined by the Calculation Agent in accordance with the formula for and method of calculating the Custom Index last in effect prior to the Custom Index Modification but using only those components that comprised the Custom Index prior to the Custom Index Modification or (B) the Custom Index Fallback Value;
- (3) in the case of Custom Index Securities relating to a Basket of Custom Indices where Scheduled Custom Index Business Days (Per Custom Index Basis) is specified as applicable in the applicable Final Terms, then:
- (i) if the Custom Index Adjustment Event is a Custom Index Disruption Event which occurs or is occurring on the last Valuation Date, last Averaging Date or last Observation Date, then:
    - (A) the Valuation Date, Averaging Date or Observation Date, as the case may be, for each Custom Index not affected by the occurrence of the Custom Index Disruption Event shall be the scheduled last Valuation Date, last Averaging Date or last Observation Date, as the case may be, and the Valuation Date, Averaging Date or Observation Date, as the case may be, for each Custom Index in the Basket of Custom Indices affected by the Custom Index Disruption Event (each an "**Affected Custom Index**") shall be the first succeeding Scheduled Custom Index Business Day on which a Custom Index Disruption Event is not occurring in respect of such Affected Custom Index, unless there is a Custom Index Disruption Event on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Valuation Date, Averaging Date or Observation

Date, as the case may be, in which case the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Valuation Date, Averaging Date or Observation Date, as the case may be, for the relevant Affected Custom Index and the Calculation Agent shall determine the relevant value, level or price by using commercially reasonable efforts to determine the level of the relevant Affected Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the relevant Affected Custom Index last in effect prior to the occurrence of the Custom Index Disruption Event and using its good faith estimate of the value for the components of the Affected Custom Index; or

- (B) in respect of a Custom Index Disruption Event in respect of any Index Component, the Calculation Agent shall determine if such Custom Index Disruption Event has a material effect on the Securities and, if so, shall determine the relevant level or price of the Custom Index using, in lieu of a published level for the relevant Custom Index, the Custom Index Fallback Value; or
- (ii) following a Custom Index Modification or Custom Index Cancellation at any time or a Custom Index Disruption Event (which in the latter case occurs or is occurring on the Strike Date, an Averaging Date (other than the last Averaging Date), an Observation Date (other than the last Observation Date) or a Valuation Date (other than the last Valuation Date) the Calculation Agent shall determine if such Custom Index Adjustment Event has a material effect on the Securities and, if so :
  - (I) if the Custom Index Adjustment Event is a Custom Index Disruption Event which occurs or is occurring on the Strike Date, an Averaging Date, a Valuation Date or Observation Date, then:
    - (A) the Calculation Agent may determine that the Strike Date, relevant Averaging Date, Valuation Date or Observation Date, as the case may be, for each Custom Index in the Basket of Custom Indices not affected by the occurrence of the Custom Index Disruption Event shall be the scheduled Strike Date, Averaging Date, Valuation Date or Observation Date, as the case may be, and the Strike Date, Averaging Date, Valuation Date or Observation Date, as the case may be, for each Custom Index in the Basket of Custom Indices affected by the Custom Index Disruption Event (each an "**Affected Custom Index**") shall be the first succeeding Scheduled Custom Index Business Day (in the case of the Strike Date) or Valid Date (in the case of an Averaging Date, a Valuation Date or an Observation Date, as the case may be) on which a Custom Index Disruption Event is not occurring in respect of such Affected Custom Index unless there is a Custom Index Disruption Event on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date, Averaging Date or Observation Date, as the case may be, in which case the Calculation Agent may determine that the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Strike Date, Averaging Date or Observation Date, as the



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case may be (irrespective, in the case of an Averaging Date, a Valuation Date or an Observation Date, of whether that last consecutive Scheduled Custom Index Business Day is already an Averaging Date, a Valuation Date or an Observation Date, as the case may be) for the relevant Affected Custom index and may determine the relevant value, level or price by using commercially reasonable efforts to determine a level of the relevant Affected Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the relevant Affected Custom Index last in effect prior to the occurrence of the Custom Index Disruption Event and using its good faith estimate of the value for the components of the Custom Index; or

- (B) in respect of a Custom Index Disruption Event in respect of any Index Component, the Calculation Agent shall determine if such Custom Index Disruption Event has a material effect on the Securities and, if so, shall determine the relevant level or price of the Custom Index using, in lieu of a published level for the relevant Custom Index, the Custom Index Fallback Value; or
- (II) the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar strategy as the original Custom Index and, upon selection of such index, the Calculation Agent shall promptly notify the Holders of Securities and such index shall become the Successor Custom Index and shall be deemed to be a "Custom Index" for the purpose of the Securities and the Calculation Agent will make such adjustment, if any, to one or more of the terms of the Securities as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate (including, without limitation, by applying a linking coefficient); or
- (III) the Calculation Agent may determine in good faith and in a commercially reasonable manner such other appropriate adjustments, if any, to be made to the terms of the Securities to account for the Custom Index Adjustment Event and determine the effective date of those adjustments; or
- (IV) in the case of Notes and Certificates only, unless Delayed Redemption on Occurrence of Custom Index Adjustment Event, Highest Value or Market Value are specified as being applicable in the applicable Final Terms, the Calculation Agent may require the Issuer to redeem the Notes or Certificates, as applicable, in which case it will so notify the Issuer and the Issuer will give notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates. If the Notes or Certificates are so redeemed the Issuer will pay an amount to each Noteholder or Certificateholder in respect of each redeemed Note or Certificate equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates; or

- (V) in the case of Notes and Certificates only, if Delayed Redemption on Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, on the Maturity Date (in the case of Notes) or on the Redemption Date (in the case of Certificates) the Issuer shall redeem each Note or Certificate, as applicable, at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms) and (y) the Swap Early Termination Amount (if any).

For the purposes of this Index Linked Condition 6(B)(3)(ii)(V) "**Swap Early Termination Amount**" means an amount (if any) equal to, in respect of each Note or Certificate, and subject to a minimum of zero, a *pro rata share* of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap Agreement in whole or in part and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure); or

- (VI) in the case of Warrants only, the Issuer may cancel the Warrants by giving notice to the Warrantheolders in accordance with Condition 17 of the Warrants. 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 the fair market value of a Warrant or a Unit, equal to the Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Warrantheolders in accordance with Condition 17 of the Warrants; or
- (VII) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(ix) (in the case of Notes) or in accordance with Condition 8(e)(viii) (in the case of Certificates); or
- (VIII) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(x) (in the case of Notes) or in accordance with Condition 8(e)(ix) (in the case of Certificates); or
- (IX) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates redeem all but not some only of the Securities (in the

case of Notes and Certificates) and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(x) (in the case of Notes) or in accordance with Condition 8(e)(x) (in the case of Certificates); or

- (X) if the Calculation Agent determines that such Custom Index Adjustment Event constitutes a force majeure, and if Index Linked Condition 6(B)(3)(ii)(X) is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities, an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs applies; or
- (XI) in the case of a Custom Index Modification or Custom Index Cancellation which occurs in respect of a Custom Index in the Basket of Custom Indices on the last Valuation Date, last Averaging Date or last Observation Date only, the Calculation Agent may elect to calculate the level of such Custom Index, using in lieu of the published level for the Custom Index as of the Valuation Date, Averaging Date or Observation Date, as the case may be, either (A) the level of the Custom Index as of that date determined by the Calculation Agent in accordance with the formula for and method of calculating the Custom Index last in effect prior to the Custom Index Modification but using only those components that comprised the Custom Index prior to the Custom Index Modification or (B) the Custom Index Fallback Value.

(C) *Custom Index Low Closing Trigger Event*

(1) Definitions

**"Custom Index Low Closing Trigger Event"** means, in respect of a Custom Index and a Low Closing Trigger Period, the Closing Level of such Custom Index on any Scheduled Custom Index Business Day during such Low Closing Trigger Period is less than or equal to the Low Closing Trigger Level;

**"Low Closing Trigger Level"** means, in respect of a Custom Index, an amount equal to the product of (i) the Strike Price and (ii) the Low Closing Trigger Percentage;

**"Low Closing Trigger Percentage"** means the percentage specified as such in the applicable Final Terms; and

**"Low Closing Trigger Period"** means the period specified as such in the applicable Final Terms, or if not so specified, the period from and including the Strike Date to (but excluding) the Redemption Valuation Date.

(2) Consequences of a Custom Index Low Closing Trigger Event

If Custom Index Low Closing Trigger Event is specified as applicable in the applicable Final Terms and, in the determination of the Calculation Agent, a Custom Index Low Closing Trigger Event has occurred, then:

- (i) in the case of Notes and Certificates only, the Calculation Agent may require the Issuer to redeem the Notes or Certificates, as applicable, in which case it will so notify the Issuer and the Issuer will give notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates. If the Notes or Certificates are so redeemed the Issuer will pay an amount to each Noteholder or Certificateholder in respect of each redeemed Note or Certificate equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates; or
- (ii) in the case of Warrants only, the Issuer may cancel the Warrants by giving notice to the Warrantholders in accordance with Condition 17 of the Warrants. 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 maybe, held by him which amount shall be the fair market value of a Warrant or a Unit, equal to the Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 of the Warrants.

(D) *Outstanding Securities Trigger Event*

(1) Definitions

**"Outstanding Securities Trigger Event"** means, in the determination of the Calculation Agent, at any time after the Issue Date the total number of Certificates then outstanding falls below the Outstanding Securities Trigger Level; and

**"Outstanding Securities Trigger Level"** means the number of Certificates specified as such in the applicable Final Terms.

(2) Consequences of an Outstanding Securities Trigger Event

- (i) in the case of Notes and Certificates only, the Calculation Agent may require the Issuer to redeem the Notes or Certificates, as applicable, in which case it will so notify the Issuer and the Issuer will give notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates. If the Notes or Certificates are so redeemed the Issuer will pay an amount to each Noteholder or Certificateholder in respect of each redeemed Note or Certificate equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates; or
- (ii) in the case of Warrants only, the Issuer may cancel the Warrants by giving notice to the Warrantholders in accordance with Condition 17 of the Warrants. 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 maybe, held by him which amount shall be the fair market value of a Warrant or a Unit, equal to the Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 of the Warrants.

(E) *General*

In determining to take a particular action as a result of a Custom Index Adjustment Event, the Calculation Agent is under no duty to consider the interests of Holders of Securities or any other person. In making any determination as to which action to take following the occurrence of a Custom Index Adjustment Event, (to the extent permitted by any applicable law) none of the Calculation Agent, the Issuer or the Swap Counterparty shall be responsible for any loss (including liability in respect of interest), underperformance or opportunity cost suffered or incurred by Holders of Securities or any other person in connection with the Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Securities.

(F) *Notice*

The Calculation Agent shall, as soon as practicable, notify the relevant Agent of any determination made by it pursuant to Index Linked Conditions 6(B), 6(C) or 6(D) and the action proposed to be taken in relation thereto and the Calculation Agent shall make available for inspection by Holders of Securities copies of any such determinations.

**7. Correction of Custom Index**

If the level of the Custom Index published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities, is subsequently corrected and the correction published by the relevant Index Sponsor within the number of days equal to the Custom Index Correction Period of the original publication, the level to be used shall be the level of the Custom Index as so corrected, except that any corrections published after the day which is three Business Days prior to a due date for payment under the relevant Securities calculated by reference to the level of the Custom Index will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

**8. Definitions relating to the Custom Indices**

**"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;

**"Averaging Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Index Linked Condition 6(B) (*Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption*) shall apply;

**"Banking Day"** means any day other than each Saturday and Sunday and 25 December and 1 January in any year;

**"Basket of Custom Indices"** means a basket comprised of two or more Custom Indices;

**"Closing Level"** means in respect of a Custom Index, and a Scheduled Custom Index Business Day the level of such Custom Index published by the Index Sponsor in respect of such day, as determined by the Calculation Agent, subject as provided in Index Linked Condition 6;

**"Custom Index"** or **"Custom Indices"** mean, subject to adjustment in accordance with Condition 6, the custom index or custom indices specified in the applicable Final Terms and related expressions shall be construed accordingly;

**"Custom Index Business Day"** means either (i) in the case of a single Custom Index, Custom Index Business Day (Single Custom Index Basis) or (ii) in the case of a Basket of Custom Indices, Custom Index Business Day (All Custom Indices Basis) or Custom Index Business Day (Per Custom 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, Custom Index Business Day (All Custom Indices Basis) shall apply;

**"Custom Index Business Day (All Custom Indices Basis)"** means any Scheduled Custom Index Business Day (i) on which the level of the Custom Index is calculated and made available and (ii) that is a Custom Index Trading Day in respect of all Custom Indices in the Basket of Custom Indices;

**"Custom Index Business Day (Per Custom Index Basis)"** means, in respect of a Custom Index, any Scheduled Custom Index Business Day (i) on which the level of the Custom Index is calculated and made available and (ii) that is a Custom Index Trading Day;

**"Custom Index Business Day (Single Custom Index Basis)"** means any Scheduled Custom Index Business Day (i) on which the level of the Custom Index is calculated and made available and (ii) that is a Custom Index Trading Day;

**"Custom Index Component Disruption Event"** means, in respect of a Custom Index Trading Day:

- (a) the level or price of the Custom Index published on any Custom Index Business Day between the Issue Date and such Custom Index Business Day includes or is derived from a price, level or value for one or more Index Components that is not published by the usual exchange or price source (whether by a failure of such exchange or price source to publish a price for such Index Component or otherwise), but is a price, level or value determined by the Index Sponsor; or
- (b) the level or price of the Custom Index published on any Custom Index Business Day between the Issue Date and such Custom Index Business Day is a price, level or value published by the usual exchange or price source but, in the opinion of the Calculation Agent, any such price, level or value used in the determination of such price, level or value has been calculated or published subject to the occurrence of market disruption or similar, or otherwise not in accordance with the usual, then-current, method used by such exchange or price source;

**"Custom Index Component Disruption Event (Fund)"** means, in respect of a Fund Index Component and the related Fund, the occurrence or continuance at any time on or after the Trade Date, as determined by the Calculation Agent of (a) the non-execution or partial-execution by a Fund for any reason of a subscription or redemption order in respect of any fund share of such Fund (including, for the avoidance of any doubt, any non-execution by the Fund pending completion of its fiscal audit), (b) a Fund suspends or refuses transfers of any of its fund shares (including, without limitation, if such Fund applies any gating, deferral, suspension or other similar provisions permitting such Fund to delay or refuse redemption or transfer of its fund shares), (c) a 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 any of its fund shares by the Hedge Provider or exercises its right to claw back the proceeds already paid on any redeemed fund share, if in any case it could in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner have an adverse impact on the Hedge Provider's rights or obligations in relation to its hedging activities in relation to the Securities, or (d) a mandatory redemption, in whole or in part, of any fund share is imposed by the relevant Fund on any one or more holders of its fund shares at any time for any reason;

**"Custom Index Correction Period"** means the period specified in the applicable Final Terms or if none is so specified, ten (10) Scheduled Custom Index Business Days following the date on which the original level was calculated and made available by the Index Sponsor and being the date after which all corrections to the level of the Custom Index shall be disregarded for the purposes of any calculations to be made using the level of the Custom Index;

**"Custom Index Disruption Event"** means either (a) the Index Sponsor or (if applicable) the Successor Custom Index Sponsor fails to calculate and announce a relevant Custom Index or it is not a Custom Index Business Day, or (b) in respect of any Index Component, a Custom Index Component Disruption Event occurs, or (c) in respect of any Fund Index Component, a Custom Index Component Disruption Event (Fund) occurs;

**"Custom Index Fallback Value"** means, in respect of a Custom Index, the level or price of such Custom Index in respect of the relevant Custom Index Business Day, determined by the Calculation Agent using the current applicable method of calculating such Custom Index:

- (a) in respect of each Index Component which is not affected by the Custom Index Disruption Event, using the closing price, level, settlement price, net asset value or other value utilised for the purposes of determining the level or price of the relevant Custom Index (the **"Relevant Value"**), as applicable, of such Index Component on such Custom Index Trading Day (or as otherwise provided in the Conditions); and
- (b) in respect of each Index Component affected by the Custom Index Disruption Event (each an **"Affected Index Component"**), using the Relevant Value for such Affected Index Component on the first succeeding Custom Index Trading Day that is not a Disrupted Day for such Affected Index Component, unless each of the number of consecutive Custom Index Trading Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date, Valuation Date, Averaging Date or Observation Date, as the case may be, is a Disrupted Day, in which case:
  - (i) the last such consecutive Custom Index Business Day shall be deemed to be the Strike Date, Valuation Date, Averaging Date or Observation Date, as the case may be, for the Affected Index Component, notwithstanding the fact that such day is a Disrupted Day; and
  - (ii) the Calculation Agent shall determine the Relevant Value of such Affected Index Component based upon the price at which the Issuer, a Hedge Provider or a Hypothetical Investor is able to sell or otherwise realise any hedge positions in respect of the Affected Index Component during the period of five Custom Index Trading Days following the last such consecutive Custom Index Trading Day (the last such Custom Index Trading Day, the **"Custom Index Valuation Cut-off Date"**). Notwithstanding anything to the contrary in the Terms and Conditions, if the Custom Index Valuation Cut-off Date falls less than two Business Days preceding a relevant date scheduled for payment, such date shall be postponed to the day falling two Business Days following the Custom Index Valuation Cut-off Date and no interest or other amount shall be payable on the Certificates in respect of such delay;

**"Custom Index Trading Day"** means, in respect of a Custom Index, any day with respect to which the Issuer and/or any of its Affiliates determines acting in good faith and in a commercially reasonable manner it is able to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any asset it deems necessary to hedge its obligations in respect of such Custom Index under the Securities;

**"Disrupted Day"** means any Scheduled Custom Index Business Day on which a Custom Index Disruption Event has occurred or is continuing in the determination of the Calculation Agent, acting in good faith and in a commercially reasonable;

**"Fund Index Component"** means each Index Component which is a fund share, as determined by the Calculation Agent;

**"Fund"** means, in respect of a Fund Index Component, the mutual fund, hedge fund, private equity fund, pool investment vehicle or other entity which is the issuer of such Fund Index Component, as determined by the Calculation Agent;

**"Hedge Provider"** means the party (being, inter alios, the Swap Counterparty, the Guarantor (if applicable), the Calculation Agent, an Affiliate or any third party) from time to time who hedges the Swap Counterparty's or the Issuer's obligations in respect of the 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 Index Components, or enter or be deemed to enter into any agreements to purchase or deliver, or pay an amount linked to the performance of, such number of Index Components as it (or in the case of a Hypothetical Investor, the Calculation Agent) considers would be held by a prudent issuer as hedge for the Issuer's exposure under the relevant Securities;

**"Hypothetical Investor"** means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in Index Components which is deemed to have the benefits and obligations of an investor holding an Index Component 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 applicable), the Calculation Agent or any of their affiliates (as determined by the Calculation Agent in the context of the relevant situation);

**"Index Component"** means, in respect of a Custom Index, each component comprising such Custom Index from time-to-time including, without limitation, any Fund Index Component;

**"Index Sponsor"** means in relation to a Custom 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 Custom Index and (b) ensures the calculation and publication of the level of such Custom Index on a regular basis (directly or through an agent) in accordance with the rules of the Custom Index, which as of the Issue Date of the Securities is the index sponsor specified for such Custom Index in the applicable Final Terms;

**"Intraday Level"** means in respect of a Custom Index and any time on a Custom Index Business Day, the level of such Custom Index published by the Index Sponsor in respect of such time or such day, as determined by the Calculation Agent, subject as provided in Index Linked Condition 6;

**"Observation Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Index Linked Condition 6(B) (*Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption*) above shall apply;

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

**"Scheduled Custom Index Business Day"** means either (i) in the case of a single Custom Index, Scheduled Custom Index Business Day (Single Custom Index Basis) or (ii) in the case of a Basket of Custom Indices, Scheduled Custom Index Business Day (All Custom Indices Basis) or Scheduled Custom Index Business Day (Per Custom 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 Custom Index Business Day (All Custom Indices Basis) shall apply;



**"Scheduled Custom Index Business Day (All Custom Indices Basis)"** means any Banking Day (i) on which the level of the Custom Index is scheduled to be calculated and made available and (ii) that is scheduled to be a Custom Index Trading Day in respect of all Custom Indices in the Basket of Custom Indices;

**"Scheduled Custom Index Business Day (Per Custom Index Basis)"** means in respect of a Custom Index, any Banking Day on which (i) the level of the Custom Index is scheduled to be calculated and made available and (ii) that is scheduled to be a Custom Index Trading Day;

**"Scheduled Custom Index Business Day (Single Custom Index Basis)"** means any Banking Day (i) on which the level of the Custom Index is scheduled to be calculated and made available and (ii) that is scheduled to be a Custom Index Trading Day;

**"Settlement Price"** means in relation to each Cash Settled Note or Certificate, subject to the provisions of this Annex and as referred to in "Valuation Date" or "Averaging Date" or "Observation Date" contained herein, as the case may be:

- (i) in the case of Custom Index Securities relating to a Basket of Custom Indices and in respect of each Custom Index comprising the Basket of Custom Indices, an amount (which shall be deemed to be a monetary value in the Index Currency) equal to the level for each such Custom Index as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of each such Custom Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, any of the "Strike Date", "Knock-in Determination Day", "Knock-out Determination Day", "Observation Date" or the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant Weighting; and
- (ii) in the case of Custom Index Securities relating to a single Custom Index, an amount equal to the level of the Custom Index as published by the Index Sponsor as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of the Custom Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, any of the "Strike Date", "Knock-in Determination Day", "Knock-out Determination Day", "Observation Date" or the "Valuation Date" or (b) 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.

**"Specified Maximum Days of Disruption"** means the number of days specified in the applicable Final Terms, or if not so specified, 20 Scheduled Custom Index Business Days;

**"Strike Date"** means the date(s) specified as such in the applicable Final Terms or, if any such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Index Linked Condition 6(B) (*Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption*) above shall apply;

**"Strike Day"** means each date specified as such in the applicable Final Terms and, if Averaging Date Consequences are specified as applicable 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 "Strike Day";

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

**"Strike Price"** means unless otherwise specified in the applicable Final Terms, and subject as referred to in "Strike Date" above:

- (i) in the case of Custom Index Securities relating to a single Custom Index, an amount equal to the level of the Custom Index as published by the Index Sponsor as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of the Custom Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on the Strike Date; and
- (ii) in the case of Custom Index Securities relating to a Basket of Custom Indices and in respect of each Custom Index comprising the Basket of Custom Indices, an amount equal to the level of each such Custom Index published by the relevant Index Sponsor, in each case as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of such Custom Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on the Strike Date multiplied by the relevant Weighting.

**"Successor Custom Index Sponsor"** means in relation to a Successor Custom Index, the index sponsor thereof;

**"Valid Date"** means a Scheduled Custom Index Business Day that is not a Disrupted Day and on which another Averaging Date or another Observation Date does not occur;

**"Valuation Date"** means, (i) in respect of the Notes and Certificates, the Interest Valuation Date and/or Automatic Early Redemption Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day and (ii) in respect of the Warrants, the first Scheduled Trading Day following the Actual Exercise Date of the relevant Warrant, unless, in the case of either (i) or (ii), in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Index Linked Condition 6(B) (*Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption*) shall apply; and

**"Valuation Time"** means, unless otherwise specified in the applicable Final Terms, the time by reference to which the Index Sponsor determines the level of the Custom Index.

## 9. Equity Custom Index Provisions

If an Index is specified as a "Custom Index" in the applicable Final Terms and in respect of such Index the Asset Class Type is specified as "Equity Custom Index" in the applicable Final Terms, in respect of such Index, Index Linked Conditions 6 to 8 will apply, as amended and supplemented by Index Linked Conditions 10 to 13 below. In the event of any inconsistency between the provisions of Index Linked Conditions 9 to 13 and the other Index Linked Conditions (including Index Linked Conditions 6 to 8), the provisions of Index Linked Conditions 9 to 13 shall prevail.

## 10. General (Equity Custom Index)

All references in the Conditions and the Index Linked Conditions to a "Custom Index" shall, in respect of such Custom Index, be deemed to be to an Equity Custom Index. All references in the Conditions and the Index Linked Conditions to a "Custom Index Business Day" or a "Scheduled Custom Index Business Day" shall, in respect of such Custom Index be deemed to be to a "Scheduled Trading Day".

## 11. Adjustments to a Custom Index and Custom Index Disruption (Equity Custom Index)

### 11.1 Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption

Index Linked Condition 6(B) shall be deleted and replaced with the following:

"If (a) on or prior to the Strike Date, the last Valuation Date, the last Observation Date or the last Averaging Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating the relevant Custom Index or in any other way

materially modifies that Custom Index (other than a modification prescribed in that formula or method to maintain that Custom Index in the event of changes in constituent stock and capitalisation and other routine events) (a "**Custom Index Modification**"), or permanently cancels the relevant Custom Index and no Successor Custom Index exists (a "**Custom Index Cancellation**"), or (b) on the Strike Date, a Valuation Date, an Observation Date or an Averaging Date, the Index Sponsor or (if applicable) the Successor Custom Index Sponsor fails to calculate and announce a relevant Custom Index (a "**Custom Index Disruption Event**" and, together with a Custom Index Modification and a Custom Index Cancellation, each a "**Custom Index Adjustment Event**") then:

- (a) the Calculation Agent shall determine if such Custom Index Adjustment Event has a material effect on the Securities and, if so, shall calculate the relevant value, level or price using, in lieu of a published level for that Custom Index, the level for that Custom Index as at the Valuation Time on that Strike Date, 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 Custom Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Custom Index immediately prior to that Custom Index Adjustment Event; or
- (b) the Calculation Agent may replace the relevant Custom Index with a new similar index, multiplied, if need be by a linking coefficient to ensure continuity in the condition of the underlying of the Securities; or
- (c)
  - (i) in the case of Notes and Certificates only, unless Delayed Redemption on Occurrence of Custom Index Adjustment Event, Highest Value or Market Value are specified as being applicable in the applicable Final Terms, the Calculation Agent may require the Issuer to redeem the Notes or Certificates, as applicable, in which case it will so notify the Issuer and the Issuer will give notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates. If the Notes or Certificates are so redeemed the Issuer will pay an amount to each Noteholder or Certificateholder in respect of each redeemed Note or Certificate equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates; or
  - (ii) in the case of Notes and Certificates only, if Delayed Redemption on Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, on the Maturity Date (in the case of Notes) or on the Redemption Date (in the case of Certificates) the Issuer shall redeem each Note or Certificate, as applicable, at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms) and (y) the Swap Early Termination Amount (if any).  
  
 For the purposes of this Index Linked Condition 6(B)(c)(ii) "**Swap Early Termination Amount**" means an amount (if any) equal to, in respect of each Note or Certificate, and subject to a minimum of zero, a pro rata share of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap Agreement in whole or in part and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure); or
  - (iii) in the case of Warrants only, the Issuer may cancel the Warrants by giving notice to the Warrantholders in accordance with Condition 17 of the Warrants. 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 the fair market value of a Warrant or a Unit, equal to the Early Termination Amount in accordance with

Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 of the Warrants; or

- (iv) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined in accordance with Condition 7(e)(ix) of the Notes or Condition 8(e)(viii) of the Certificates;
- (v) or if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined in accordance with Condition 7(e)(x) of the Notes or Condition 8(e)(ix) of the Certificates; or
- (vi) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder an amount in respect of each Security held by such Holder calculated and paid on such date determined in accordance with Condition 7(e)(xi) of the Notes or Condition 8(e)(x) of the Certificates; or
- (vii) if the Calculation Agent determines that such Custom Index Adjustment Event constitutes a force majeure, and if Index Linked Condition 6(B)(c)(vi) is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities, an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs applies.

Notwithstanding the foregoing, the Calculation Agent will adjust any relevant terms of the Securities as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities."

## 11.2 **Equity Custom Index Market Disruption**

**"Equity Custom Index Market Disruption Event"** means either:

- (a) the occurrence or existence, in respect of any Component Security, of:
  - (i) an Equity 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;
  - (ii) 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
  - (iii) an Early Closure in respect of such Component Security; and

- (b) in respect of a Multi-Exchange Index only, the aggregate of all Component Securities in respect of which an Equity Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of such Multi-Exchange Index.

In the case of a Multi-Exchange Index, for the purposes of determining whether an Equity Custom Index Market Disruption Event exists in respect of a Component Security at any time, if an Equity Custom Index 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 Multi-Exchange Index shall be based on a comparison of (x) the portion of the level of such Multi-Exchange Index attributable to that Component Security to (y) the overall level of such Multi-Exchange Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 18 (*Notices*) of the Notes or Condition 19 (*Notices*) of the Certificates 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.

## 12. Correction of Equity Custom Index

Index Linked Condition 7 (*Correction of Custom Index*) shall be deleted and replaced with the following:

"If the level of the Custom Index published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction is published by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor no later than five Business Days following the date of the original publication, the level to be used shall be the level of the Custom Index as so corrected, except that any corrections published after the day which is three Business Days prior to a due date for payment under the Securities calculated by reference to the level of the Custom Index will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid."

## 13. Definitions relating to Equity Custom Indices

"**Averaging Date**" has the meaning given to it in Index Linked Condition 4 (*Definitions*) in respect of Index Linked Securities relating to a single Index (that is a Component Security Index);

"**Component Security**" means each component security comprising a Custom Index;

"**Disrupted Day**" means any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the relevant Custom Index or (ii) an Equity Custom Index Market Disruption Event has occurred;

"**Early Closure**" means the closure on any Exchange Business Day of the Exchange in respect of any Component Security prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange system for execution at the relevant Valuation Time on such Exchange Business Day;

"**Equity Custom Index**" or "**Equity Custom Indices**" means, subject to adjustment in accordance with this Annex 2, any index or indices specified as such in the applicable Final Terms for which the Asset Class Type is specified as "Equity" in the applicable Final Terms;

"**Equity Trading Disruption**" means any suspension of or limitation imposed on trading by the relevant Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or otherwise relating to any Component Security on the Exchange in respect of such Component Security;

**"Exchange"** means, in respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent;

**"Exchange Business Day"** means, in respect of a Custom Index, any Scheduled Trading Day on which:

- (a) the relevant Index Sponsor publishes the level of such Custom Index; and
- (b) each Exchange in respect of such Custom Index is open for trading during its regular trading session, notwithstanding such Exchange(s) 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 to effect transactions in, or obtain market values for any Component Security on the Exchange in respect of such Component Security;

**"Multi-Exchange Index"** means any Custom Index which the Calculation Agent determines to be a Multi-Exchange Index;

**"Observation Date"** has the meaning given to it in Index Linked Condition 4 (*Definitions*);

**"Scheduled Trading Day"** means, in respect of a Custom Index, any day on which:

- (a) the relevant Index Sponsor is scheduled to publish the level of such Custom Index; and
- (b) each Exchange in respect of such Custom Index is scheduled to be open for trading during its regular trading session;

**"Specified Maximum Days of Disruption"** means the number of days specified in the applicable Final Terms, or if not so specified, eight Scheduled Trading Days;

**"Strike Date"** has the meaning given to it in Index Linked Condition 4 (*Definitions*) in respect of Index Linked Securities relating to a single Index (that is a Component Security Index); and

**"Valuation Date"** has the meaning given to it in Index Linked Condition 4 (*Definitions*) in respect of Index Linked Securities relating to a single Index (that is a Component Security Index).

#### 14. **Commodity Custom Index Provisions**

If an Index is specified as a "Custom Index" in the applicable Final Terms and in respect of such Index the Asset Class Type is specified as "Commodity Custom Index" in the applicable Final Terms, in respect of such Index, Index Linked Conditions 6 to 8 will apply, as amended and supplemented by Index Linked Conditions 15 to 18 below. In the event of any inconsistency between the provisions of Index Linked Conditions 14 to 18 and the other Index Linked Conditions (including Index linked Conditions 6 to 8), the provisions of Index Linked Conditions 14 to 18 shall prevail.

#### 15. **General (Commodity Custom Index)**

All references in the Conditions and the Index Linked Conditions to a "Custom Index" shall, in respect of such Custom Index, be deemed to be to the Commodity Custom Index. All references in the Conditions and the Index Linked Conditions to a "Custom Index Business Day" or a "Scheduled Custom Index Business Day" shall, in respect of such Custom Index, be deemed to be to a "Commodity Business Day".

#### 16. **Adjustments to a Custom Index and Custom Index Disruption (Commodity Custom Index)**

##### 16.1 **Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption**

Index Linked Condition 6(B) shall be deleted and replaced with the following:

"If (a) on or prior to the Strike Date, the last Valuation Date, the last Observation Date or the last Averaging Date, the relevant Index Sponsor makes or announces that it will make a material change

in the formula for or the method of calculating the relevant Custom Index or in any other way materially modifies that Custom Index (other than a modification prescribed in that formula or method to maintain that Custom Index in the event of changes in constituent contracts or commodities and other routine events) (a "**Custom Index Modification**"), or permanently cancels the relevant Custom Index and no Successor Custom Index exists (a "**Custom Index Cancellation**"), or (b) on the Strike Date, a Valuation Date, an Observation Date or an Averaging Date, the Index Sponsor or (if applicable) the Successor Custom Index Sponsor fails to calculate and announce a relevant Custom Index (a "**Custom Index Disruption Event**" and, together with a Custom Index Modification and a Custom Index Cancellation, each a "**Custom Index Adjustment Event**"), then:

- (a) the Calculation Agent shall determine if such Custom Index Adjustment Event has a material effect on the Securities and, if so, shall calculate the Commodity Reference Price using, in lieu of a published level for the relevant Custom Index, the Commodity Fallback Value; or
- (b)
  - (i) in the case of Notes and Certificates only, unless Delayed Redemption on Occurrence of Custom Index Adjustment Event, Highest Value or Market Value are specified as being applicable in the applicable Final Terms, the Calculation Agent may require the Issuer to redeem the Notes or Certificates, as applicable, in which case it will so notify the Issuer and the Issuer will give notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates. If the Notes or Certificates are so redeemed the Issuer will pay an amount to each Noteholder or Certificateholder in respect of each redeemed Note or Certificate equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates; or
  - (ii) in the case of Notes and Certificates only, if Delayed Redemption on Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, on the Maturity Date (in the case of Notes) or on the Redemption Date (in the case of Certificates) the Issuer shall redeem each Note or Certificate, as applicable, at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms) and (y) the Swap Early Termination Amount (if any).  
  
 For the purposes of this Index Linked Condition 6(B)(b)(ii) "**Swap Early Termination Amount**" means an amount (if any) equal to, in respect of each Note or Certificate, and subject to a minimum of zero, a pro rata share of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap Agreement in whole or in part and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure); or
  - (iii) in the case of Warrants only, the Issuer may cancel the Warrants by giving notice to the Warrantholders in accordance with Condition 17 of the Warrants. 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 maybe, held by him which amount shall be the fair market value of a Warrant or a Unit, equal to the Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 of the Warrants; or
  - (iv) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities

an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined in accordance with Condition 7(e)(ix) of the Notes or Condition 8(e)(viii) of the Certificates;

- (v) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(x) of the Notes or Condition 8(e)(ix) of the Certificates; or
- (vi) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(xi) of the Notes or Condition 8(e)(x) of the Certificates; or
- (vii) if the Calculation Agent determines that such Custom Index Adjustment Event constitutes a force majeure, and if Index Linked Condition 6(B)(b)(vii) is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities, an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs applies.

Notwithstanding the foregoing, the Calculation Agent will adjust any relevant terms of the Securities as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities."

## 16.2 **Commodity Custom Index Market Disruption**

### (a) **Commodity Custom Index Market Disruption Event**

**"Commodity Custom Index Market Disruption Event"** means, in respect of a relevant Custom Index and as determined by the Calculation Agent, the occurrence or existence of a Price Source Disruption, Commodity Trading Disruption, Disappearance of Commodity Reference Price, Limit Price Event, Material Change in Formula, Material Change in Content, Tax Disruption and/or an Index Component Disruption Event. The Calculation Agent shall give notice as soon as practicable to Holders, in accordance with Condition 18 (*Notices*) of the Notes or Condition 19 (*Notices*) of the Certificates of the occurrence of a Commodity Custom Index Market Disruption Event and the action proposed to be taken in relation thereto.

### (b) **Consequences of a Commodity Custom Index Market Disruption Event and Disruption Fallbacks**

Upon a Commodity Custom Index Market Disruption Event occurring or continuing on any Pricing Date (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published by the Price Source), the Calculation Agent may, acting in good faith and in a commercially reasonable manner, take the action described in (i), (ii) or (iii) below:

- (i) the Calculation Agent shall determine if such event has a material effect on the Securities and, if so shall calculate the relevant Interest Amount and/or Cash Settlement Amount and/or make any other relevant calculation using, in lieu of a published price or level for the



relevant Custom Index the level for such Custom Index as determined by the Calculation Agent using the Commodity Fallback Value; or

- (ii) the Calculation Agent may substitute the relevant Commodity Reference Price or Index Component with a Commodity Reference Price or Index Component, as the case may be, selected by it acting in good faith and in a commercially reasonable manner (each, a "**Substitute Commodity Reference Price**" or a "**Substitute Index Component**") for each Commodity Reference Price or Index Component, as the case may be, (each, an "**Affected Commodity Reference Price**" or "**Affected Index Component**", as the case may be), which is affected by the Commodity Custom Index Market Disruption Event and the Substitute Commodity Reference Price or Substitute Index Component, as the case may be, will be deemed to be a "**Commodity Reference Price**" or an "**Index Component**", as the case may be, for the purposes of the Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate, provided that in the event that any amount payable under the Securities was to be determined by reference to the Commodity Reference Price or the initial price of the Index Component, as the case may be, the Substitute Commodity Reference Price or the initial price of the Substitute Index Component, as the case may be, will be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

Such substitution and the relevant adjustment(s) will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") acting in good faith and in a commercially reasonable manner which may, but need not, be the relevant date of the Commodity Custom Index Market Disruption Event. Such substitution will be notified to the Holders as soon as practicable after the Substitution Date in accordance with Condition 18 (*Notices*) of the Notes or Condition 19 (*Notices*) of the Certificates; or

- (iii) (A) in the case of Notes and Certificates only, unless Highest Value, Market Value or Monetisation Option are specified in the applicable Final Terms, the Calculation Agent may require the Issuer to redeem the Notes or Certificates, as applicable, in which case it will so notify the Issuer and the Issuer will give notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates. If the Notes or Certificates are so redeemed the Issuer will pay an amount to each Noteholder or Certificateholder in respect of each redeemed Note or Certificate equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates; or
- (B) in the case of Warrants only, the Issuer may cancel the Warrants by giving notice to the Warrantholders in accordance with Condition 17 of the Warrants. 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 maybe, held by him which amount shall be the fair market value of a Warrant or a Unit, equal to the Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 of the Warrants;
- (C) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined in accordance with Condition 7(e)(ix) of the Notes or Condition 8(e)(viii) of the Certificates;

- (D) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined in accordance with Condition 7(e)(x) of the Notes or Condition 8(e)(ix) of the Certificates; or
- (E) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined in accordance with Condition 7(e)(x) of the Notes or Condition 8(e)(ix) of the Certificates; or
- (F) if the Calculation Agent determines that such Commodity Custom Index Market Disruption Event constitutes a force majeure, and if Index Linked Condition 16.2(b)(iii)(F) is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities, an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs applies.

#### 17. Correction of Commodity Custom Index

Index Linked Condition 7 shall be deleted and replaced with the following:

"With the exception of any corrections published after the day which is three Commodity Business Days prior to the due date for any payment under the Securities, if the Commodity Reference Price published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction published by the relevant Exchange or any other person responsible for the publication or announcement of the Commodity Reference Price within 30 calendar days of the original publication, the price to be used shall be the relevant Commodity Reference Price as so corrected. Corrections published after the day which is three Commodity Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount."

#### 18. Definitions relating to Commodity Custom Indices

"**Averaging Date**" means each date specified as such in the applicable Final Terms or, if any such date is not a Commodity Business Day, the immediately following Commodity Business Day unless, in the opinion of the Calculation Agent, any such day is a day on which a Commodity Custom Index Market Disruption Event has occurred or is continuing, in which case the provisions of Index Linked Condition 16.2(b) (*Consequences of a Commodity Custom Index Market Disruption Event and Disruption Fallbacks*) shall apply;

"**Commodity Business Day**" means a day in respect of which the relevant Price Source published (or, but for the occurrence of a Commodity Custom Index Market Disruption Event, would have published) a price for the relevant Custom Index;

"**Commodity Custom Index**" or "**Commodity Custom Indices**" means, subject to adjustment in accordance with this Annex 2, any index or indices specified as such in the applicable Final Terms for which the Asset Class Type is specified as "Commodity" in the applicable Final Terms comprising one or more commodities, contracts for the future delivery of a commodity, indices

linked to a single commodity or indices comprised of multiple commodities (each an "**Index Component**");

**"Commodity Fallback Value"** means, in respect of a Custom Index, the price for such Custom Index, in respect of the relevant Pricing Date determined by the Calculation Agent using the current applicable method of calculating such Custom Index using the price or level for each Index Component determined as follows:

- (a) in respect of each Index Component which is not affected by the Commodity Custom Index Market Disruption Event, the closing price or level or settlement price, as applicable, of such Index Component on such Pricing Date; and
- (b) in respect of each Index Component which is affected by the Commodity Custom Index Market Disruption Event (each an "**Affected Item**"), the closing price or level or settlement price, as applicable, for such Affected Item on the first succeeding Pricing Date that is not a Disrupted Day, unless each of the number of consecutive Pricing Dates equal to the Specified Maximum Days of Disruption immediately following the Scheduled Pricing Date is a Disrupted Day. In that case, (i) the last such consecutive Pricing Date shall be deemed to be the Pricing Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the price or level of such Affected Item based upon the price at which the Issuer is able to sell or otherwise realise any hedge positions in respect of the Securities during the period of five Commodity Business Days following the last such consecutive Pricing Date;

**"Commodity Reference Price"** means, in respect of a Pricing Date, the daily official level of the Custom Index, as published by the Price Source;

**"Commodity Trading Disruption"** means the material suspension of, or the material limitation imposed on, trading in any relevant Index Component on the Exchange. For these purposes:

- (a) a suspension of the trading in the Index Component on any Commodity Business Day shall be deemed to be material only if:
  - (i) all trading in the Index Component is suspended for the entire Pricing Date; or
  - (ii) all trading in the Index Component is suspended subsequent to the opening of trading on the Pricing Date, trading does not recommence prior to the regularly scheduled close of trading in such Index Component on such Pricing Date and such suspension is announced less than one hour preceding its commencement; and
- (b) a limitation of trading in the relevant Index Component on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the relevant Index Component may fluctuate and the closing or settlement price of the relevant Index Component on such day is at the upper or lower limit of that range;

**"Disappearance of Commodity Reference Price"** means the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in the relevant Index Component;

**"Disrupted Day"** means any day on which a Commodity Custom Index Market Disruption Event has occurred;

**"Exchange"** means, in respect of a Custom Index, the exchange or principal trading market for each Index

Component comprising such Custom Index;

**"Index Component Disruption Event"** means:

- (a) the Commodity Reference Price published by the Price Source on any Pricing Date includes, or is derived from, a price for one or more Index Components published on any date between the Issue Date and such Pricing Date that is not a price published by the usual exchange or price source (whether by a failure of such exchange or price source to publish a price for an Index Component or otherwise), but is a price determined by the Price Source; or
- (b) the Commodity Reference Price published by the Price Source on any Pricing Date includes, or is derived from, a price for one or more Index Components published by the usual exchange or price source on any date between the Issue Date and such Pricing Date that, in the opinion of the Calculation Agent, has been calculated or published subject to the occurrence of market disruption or similar, or otherwise not in accordance with the usual, then-current, method used by such exchange or price source;

**"Limit Price Event"** means that the settlement price of any Index Component has increased or decreased from the previous day's published settlement price by an amount equal to the maximum amount permitted under the applicable exchange rules for such Index Component.

**"Material Change in Content"** means the occurrence after the Trade Date of a material change in the content, composition or constitution of the relevant Index Component;

**"Material Change in Formula"** means the occurrence after the Trade Date of a material change in the formula for or the method of calculating the relevant Commodity Reference Price or any Index Component used to calculate the Commodity Reference Price;

**"Observation Date"** means each date specified as an Observation Date in the applicable Final Terms or if any such date is not a Commodity Business Day, the immediately following Commodity Business Day. The provisions contained in the definition of "Averaging Date" shall apply if any such day is a day on which a Commodity Custom Index Market Disruption Event has occurred or is continuing, 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 Commodity Custom Index Market Disruption Event and the provisions of Index Linked Condition 16.2(b) (*Consequences of a Commodity Custom Index Market Disruption Event and Disruption Fallbacks*) shall apply;

**"Price Source"** means the Index Sponsor;

**"Price Source Disruption"** means (a) the failure of the Price Source to announce or publish the Commodity Reference Price, or (b) the temporary or permanent discontinuance or unavailability of the Price Source;

**"Pricing Date"** means each date specified in the applicable Final Terms as being the Strike Date, an Averaging Date, an Observation Date, a Valuation Date, an Automatic Early Redemption Valuation Date or the Valuation Date or if any such date is not a Commodity Business Day, the immediately succeeding Commodity Business Day, unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case, the relevant Pricing Date shall be the first succeeding Commodity Business Day that is not a Disrupted Day, unless each of the number of consecutive Commodity Business Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Pricing Date is a Disrupted Day. In that case, (A) the last such consecutive Commodity Business Day shall be deemed to be the Pricing Date notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall take action in accordance with the provisions of Index Linked Condition 16.2(b) (*Consequences of a Commodity Custom Index Market Disruption Event and Disruption Fallbacks*);

**"Relevant Price"** means, for any Pricing Date, the price, expressed as the price of any Index Component, determined with respect to that day for the specified Commodity Reference Price calculated as provided in these Index Linked Conditions and the applicable Final Terms;

**"Scheduled Pricing Date"** means any original date that, but for the occurrence of an event causing a Commodity Custom Index Market Disruption Event, would have been a Pricing Date;

**"Settlement Price"** means the Commodity Reference Price;

**"Specified Maximum Days of Disruption"** means the number of days specified in the applicable Final Terms, or if not so specified, five Commodity Business Days;

**"Strike Date"** means the date specified as such in the applicable Final Terms;

**"Tax Disruption"** means the imposition of, change in or removal of an excise, severance, sales, use, value added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, any Index Component (other than a tax on, or measured by reference to overall gross or net income) by any government or taxation authority after the Trade Date, if the direct effect of such imposition, change or removal is to raise or lower the Relevant Price on the day that would otherwise be a Pricing Date from what it would have been without that imposition, change or removal; and

**"Valuation Date"** means the date specified as such in the applicable Final Terms.

**ANNEX 3****ADDITIONAL TERMS AND CONDITIONS FOR SHARE LINKED SECURITIES**

*The terms and conditions applicable to Share Linked Securities shall comprise, in the case of Notes, the Terms and Conditions of the Notes (as set out under the heading "Terms and Conditions of the Notes" above and, for the avoidance of doubt, not including Annexes 1 to 12), in the case of Warrants, the Terms and Conditions of the Warrants (as set out under the heading "Terms and Conditions of the Warrants" above and, for the avoidance of doubt, not including Annexes 1 to 9 or 11), and, in the case of Certificates, the Terms and Conditions of the Certificates (as set out under the heading "Terms and Conditions of the Certificates" above and, for the avoidance of doubt, not including Annexes 1 to 12) as applicable (the "**Conditions**") and the additional Terms and Conditions for payouts (as set out in Annex 1 under the heading "Additional Terms and Conditions for Payouts" above) (the "**Payout Conditions**") and the additional Terms and Conditions set out below (the "**Share Linked Conditions**") and any other additional Terms and Conditions that may be specified in the Final Terms (the "**Additional Terms and Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Share Linked Conditions, the Share Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Share Linked Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

**1. Market Disruption**

**"Market Disruption Event"** means, in relation to Securities relating to a single Share or a Basket of Shares, in respect of a Share, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent, acting in good faith and in a commercially reasonable manner, 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 of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, 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, an Automatic Early Redemption Valuation Date or a Valuation Date, as the case may be.

**2. Potential Adjustment Events and Extraordinary Events****(a) Potential Adjustment Events**

**"Potential Adjustment Event"** means any of the following:

- (i) a subdivision, consolidation or reclassification of the relevant Shares (unless resulting in a Merger Event) or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Shares of (a) such Shares or (b) 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 (c) 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 (d) 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;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a call by a Basket Company or Share Company, as the case may be, in respect of relevant Shares that are not fully paid;

- (v) 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;
- (vi) 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, certificates, 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
- (vii) any other event which 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 acting in good faith and in a commercially reasonable manner.

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, acting in good faith and in a commercially reasonable manner, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will (i) make the corresponding adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case with respect to Physical Delivery Securities) and/or the Weighting and/or any of the other terms of these Share Linked Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner 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 (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 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 of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, stating the adjustment to any Relevant Asset and/or the Entitlement (in each case with respect to Physical Delivery Securities) and/or the Weighting and/or any of the other terms of these Share Linked Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event and the Potential Adjustment Event Effective Date.

(b) Extraordinary Events

- (A) The occurrence of any of De-Listing, Insolvency, Merger Event, Nationalisation, Stapling, 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, Listing Suspension or CSR Event, as the case may be, shall be deemed to be an **"Extraordinary Event"**, the consequences of which are set out in Share Linked Condition 2(b)(B) below.

**"CSR Event"** means, in respect of Share Linked Securities relating to a Basket of Shares, any negative change in any Non-Financial Rating of a Basket Company when compared to such Non-Financial Rating as at the Issue Date of the first tranche of the Series, if such

change is material, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

**"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 (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 (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).

**"Illiquidity"** means, in respect of Share Linked Securities relating to a Basket of Shares, that, in the determination of the Calculation Agent, during any period of five consecutive Scheduled Trading Days, notwithstanding the occurrence of a Disrupted Day, 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. (based on an arithmetic mean average over the Relevant Period), and/or (b) the arithmetic mean average purchase price or the arithmetic mean 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 EUR10,000.00, 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 (a) the sum of the bid price and the ask price, in each case for the relevant Share at the relevant time, (b) 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, (i) 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 (ii) holders of the Shares of that Basket Company or Share Company, as the case may be, become legally prohibited from transferring them.

**"Listing Date"** means, in respect of any Securities, the date on which such Securities are first admitted to trading on any stock exchange or other trading or quotation system.

**"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 Securities, for any reason (other than a Merger Event or Tender Offer).

**"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 (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 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), (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 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 (iv) 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 (a) in the case of Cash Settled Notes, Cash Settled Warrants or Cash Settled Certificates ("**Cash Settled Securities**"), the last occurring Valuation Date or where Averaging is specified in the applicable Final Terms, the final Averaging Date or (b) in the case of Physical Delivery Notes, the relevant Maturity Date, in the case of Physical Delivery Warrants, the relevant Settlement Date, and in the case of Physical Delivery Certificates, the relevant Redemption Date.

"**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.

"**Non-Financial Rating**" means the rating assigned to the Basket Company by the relevant non-financial rating agency being an entity assigning ratings based on corporate social responsibility including corporate governance and ethical business conduct, social and human resources policy, environmental protection policy and social initiatives (each such agency, a "**Non-Financial Rating Agency**").

"**Stapling**" means, in the determination of the Calculation Agent, a Share becomes a Stapled Share Constituent.

"**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. (the "**Percentage Range**") 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.

(B) Consequences of the occurrence of an Extraordinary Event

If an Extraordinary Event occurs in relation to a Share, the Calculation Agent shall (x) to the extent that an equivalent adjustment has been made in respect of the relevant Swap Agreement, take the action described in (i), (xi) and/or (xii) (if applicable), and (y) in the event that the circumstances giving rise to such Extraordinary Event result in an Additional Termination Event occurring in respect of the relevant Swap Agreement, take the action described in either (ii) (in the case of Securities relating to a Basket of Shares), (iii), (iv), (v), (vi), (vii), (viii), (ix) or (x) (as applicable) as it deems appropriate:

- (i) determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case with respect to Physical Delivery Securities) and/or the Weighting and/or any of the other terms of these Share Linked 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 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; or

- (ii) in the case of Share Linked Securities relating to a Basket of Shares, notify the Issuer and the Issuer will redeem the Notes or Certificates, as applicable, in part by giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, or, as the case may be, cancel part of the Warrants by giving notice to the Warrantholders in accordance with Condition 17 of the Warrants. If the Securities are so redeemed in part the portion of each Note or Certificate (the "**Redeemed Amount**") or, as the case may be, the portion of each Warrant (the "**Cancelled Amount**") representing the affected Share(s) shall be redeemed or cancelled as the case may be, and the Issuer will:
  - (1) if Highest Value is specified as applicable in the applicable Final Terms, pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(ix) in the case of Notes or Condition 8(e)(viii) in the case of Certificates; or
  - (2) if Market Value is specified as applicable in the applicable Final Terms, pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(x) in the case of Notes or Condition 8(e)(ix); or
  - (3) in the case of Notes and Certificates only, where one of Highest Value, Market Value or Monetisation Option is specified as applicable in the applicable Final Terms in respect of an Extraordinary Event, if the Calculation Agent determines that such Extraordinary Event constitutes a force majeure, and if Share Linked Condition 2(b)(B)(ii)(3) is specified in the applicable Final Terms, pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities, calculated and paid on such date determined, in accordance with Condition 7(v) in (the case of Notes) or in accordance with Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs applies; or
  - (4) otherwise, pay to each Holder in respect of each Security held by him an amount equal to the fair market value of the Redeemed Amount or Cancelled Amount taking into account the relevant Extraordinary Event, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Swap Counterparty and/or its Affiliates of unwinding the relevant Swap Agreement (if any) (or part thereof) and any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner; and
- (iii) the Calculation Agent shall determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case with respect to Physical Delivery Securities) and/or the Weighting and/or any of the other terms of these Share Linked Conditions and/or the applicable Final Terms to account for such redemption or cancellation in part.

For the avoidance of doubt the remaining part of each Security after such redemption or cancellation, 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 of Securities in accordance with Condition

18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable;

- (iv) in the case of Notes and Certificates only, unless Delayed Redemption on Occurrence of Extraordinary Event, Highest Value, Market Value or Monetisation Option are specified as being applicable in the applicable Final Terms, notify the Issuer and the Issuer shall, on giving notice to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as applicable, redeem all but not some only of the Notes or Certificates, as applicable, each such Note or Certificate being redeemed at an amount equal to the Early Redemption Amount determined in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as applicable;
- (v) in the case of Notes and Certificates only if Delayed Redemption on Occurrence of Extraordinary Event is specified as being applicable in the applicable Final Terms, on the Maturity Date (in the case of Notes) or on the Redemption Date (in the case of Certificates) the Issuer shall redeem each Note or Certificate, as applicable, at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms) and (y) the Swap Early Termination Amount (if any).

For the purposes of this Share Linked Condition 2(b)(B)(iv) "**Swap Early Termination Amount**" means an amount (if any) equal to, in respect of each Note or Certificate, and subject to a minimum of zero, a *pro rata share* of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap Agreement in whole or in part and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure);

- (vi) in the case of Warrants only, notify the Issuer and the Issuer shall cancel the Warrants by giving notice to the Warrantholders in accordance with Condition 17 of the Warrants. 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 Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 of the Warrants;
- (vii) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(ix) (in the case of Notes) or in accordance with Condition 8(e)(viii) (in the case of Certificates);
- (viii) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each

Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(x) (in the case of Notes), in accordance with Condition 8(e)(ix) (in the case of Certificates);

- (ix) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(xi) (in the case of Notes) or in accordance with Condition 8(e)(x) (in the case of Certificates); or
- (x) in the case of Notes and Certificates only, where one of Highest Value, Market Value or Monetisation Option is specified as applicable in the applicable Final Terms in respect of an Extraordinary Event, if the Calculation Agent determines that such Extraordinary Event constitutes a force majeure and if Share Linked Condition 2(b)(B)(x) is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities, calculated and paid on such date determined, in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs applies;
- (xi) following such adjustment to the settlement terms of options on the Shares traded on such exchange(s) or quotation system(s) as is selected in respect of the Swap Agreement, if any (the "**Options Exchange**"), make a corresponding adjustment to any one or more of any Relevant Asset and/or the Entitlement (in each case with respect to Physical Delivery Securities) and/or the Weighting and/or any of the other terms of these Share Linked 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 any Relevant Asset and/or the Entitlement (in each case with respect to Physical Delivery Securities) and/or the Weighting and/or any of the other terms of these Share Linked Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner 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
- (xii) 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 "**Share Company**" or a "**Basket Company**" for the purposes of the Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical

Delivery Securities) and/or the Weighting and/or any of the other terms of these Share Linked Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate, provided that in the event that any amount payable under the 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:

Initial Price (in the case of Notes or 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 the Exercise Price in the case of Warrants or, in the case of Notes or 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 or, in the case of a Stapling, the official closing price of the relevant Affected Share on the Scheduled Trading Day immediately preceding the Extraordinary Event Effective 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**") acting in good faith and in a commercially reasonable manner 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 in the Basket of Shares, the relevant share must satisfy the following criteria, in the determination of the Calculation Agent, acting in good faith and in a commercially reasonable manner:

- (a) 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, (i) 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 (ii) not subject to any currency exchange controls, trading restrictions or other trading limitations; or
- (b) 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 (a) above, but such share is already included in the Basket of Shares or such share does not satisfy the criteria set out in the paragraph above, or in the case of an Extraordinary Event other than a Merger Event or a Tender Offer:
  - (i) the relevant issuer of the share shall belong to the same economic sector as the Affected Basket Company;
  - (ii) the relevant issuer of the share shall have a comparable market capitalisation, international standing and exposure as the Affected Basket Company in respect of the Affected Share; and

- (iii) in the case of the occurrence of a CSR Event only, the relevant issuer of the share shall have a comparable Non-Financial Rating to the Affected Basket Company.

Notwithstanding the foregoing, in the case of a Stapling, the Affected Share may be substituted with the Stapled Shares and the provisions of Share Linked Condition 11 (*Extraordinary Event*) shall apply in respect of such Stapled Shares.

- (C) In determining to take a particular action as a result of an Extraordinary Event, the Calculation Agent is under no duty to consider the interests of Holders of Securities or any other person. In making any determination as to which action to take following the occurrence of an Extraordinary Event, (to the extent permitted by any applicable laws) none of the Calculation Agent, the Issuer or the Swap Counterparty shall be responsible for any loss (including liability in respect of interest), underperformance or opportunity cost suffered or incurred by Holders of Securities or any other person in connection with the Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Securities.
  - (D) If the Calculation Agent determines that more than one Extraordinary Event occurs in respect of a Share Company or a Basket Company, which are not connected and have different consequences pursuant to this Share Linked Condition 2, the Calculation Agent will determine which such Extraordinary Event and related consequences shall apply acting in good faith and in a commercially reasonable manner.
  - (E) Upon the occurrence of an Extraordinary Event, if the Calculation Agent determines to take any action in respect thereof it shall give notice as soon as practicable to the Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, 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.
- (c) Hedging Liquidity Event
- (A) "**Hedging Liquidity Event**" means that, at any time after the Listing Date of the Securities, the volume of Shares held by the Swap Counterparty and/or any of its Affiliates in relation to any hedging arrangements in respect of the Securities is above the Maximum Hedging Liquidity Level; and  
  
"**Maximum Hedging Liquidity Level**" means the percentage specified as such in the applicable Final Terms or, if not so specified, 50 per cent. of the daily average volume of the transactions on the Shares on the Exchange over the last 6 month time period appearing on the relevant Screen Page.
  - (B) In the case of Notes or Certificates, if Hedging Liquidity Event is specified as applicable in the applicable Final Terms and in the determination of the Calculation Agent a Hedging Liquidity Event occurs in relation to a Share, it may notify the Issuer and the Issuer will redeem the Securities by giving notice to Holders in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable. If the Notes or Certificates are so redeemed the Issuer will pay an amount to each Holder in respect of each Note or Certificate, as applicable, equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 18 of the Notes and Condition 19 of the Certificates, as applicable.
  - (C) In the case of Warrants only, if Hedging Liquidity Event is specified as applicable in the applicable Final Terms and in the determination of the Calculation Agent a Hedging Liquidity Event occurs in relation to a Share, it may notify the Issuer and the Issuer shall cancel the Warrants by giving notice to the Warrantholders in accordance with Condition

17 of the Warrants. 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 Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 of the Warrants.

### 3. Correction of Share Price

With the exception of any corrections published after the day which is three Business Days prior to the due date for any payment under the Securities, if the price of relevant Share published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities, is subsequently corrected and the correction 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 Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

### 4. Definitions

"**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.

"**Averaging Date**" means

- (a) 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:
  - (A) 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 purposes of determining the relevant level, price, value or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
  - (B) 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, value 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
  - (C) if "**Modified Postponement**" is specified as applying in the applicable Final Terms then:
    - (i) where the Securities are Share Linked Securities relating to a single share, 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 (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for

that Averaging Date in accordance with sub-paragraph (A)(ii) of the definition of "**Valuation Date**" below;

- (ii) where the Securities are Share Linked Securities relating to a Basket of Shares, the Averaging Date for each Share 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 Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Share. If the first succeeding Valid Date in relation to such Share 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 (A) that such 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 Share, and (B) the Calculation Agent shall determine the relevant level, price, value or amount for that Averaging Date in accordance with sub-paragraph (B)(ii) of the definition of "**Valuation Date**" below; and
  - (iii) for the purposes of these Share Linked Conditions, "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not occur.
- (b) in the case of Open End Notes or Open End Certificates (other than Put/Call Open End Notes or Put/Call Open End Certificates), the date designated as such by the Issuer, provided that such date is determined by the Issuer and notified to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as the case may be, at the latest on the tenth (10th) Business Day preceding the contemplated Averaging Date.

"**Basket Company**" means each company specified as such in the applicable Final Terms and "**Basket Companies**" means all such companies.

"**Basket of Shares**" means (i) 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 (ii) a Relative Performance Basket (as defined below).

"**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 Linked Condition 2 (as amended where "GDR/ADR" or "Stapled Shares" is specified as applicable in the applicable Final Terms).

"**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.

"**Early Closure**" means the closure on any Exchange Business Day of 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 Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or 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, 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 (i) in the case of a single Share, Exchange Business Day (Single Share Basis) or (ii) in the case of a Basket of Shares, (a) Exchange Business Day (All Shares Basis) or (b) 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 are open for trading in respect of all Shares comprised in the Basket of Shares during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its 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 Related Exchange in respect of such Share is open for trading during its respective regular trading session, notwithstanding any such Related Exchange closing prior to its 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 (i) to effect transactions in, or obtain market values for, the Share(s) on the relevant Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant 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 acting in good faith and in a commercially reasonable manner.

**"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 Linked Condition 2 (as amended where "GDR/ADR" or "Stapled Shares" is specified as applicable in the applicable Final Terms).

**"Italian Securities Reference Price"** means the Prezzo di Riferimento, which means, in relation to a Share and a Scheduled Trading Day, the price for such Share published by the Italian Stock Exchange at the close of trading for such day and having the meaning ascribed thereto in the Rules of the Market organised and managed by the Italian Stock Exchange, as such Rules may be amended by the Borsa Italiana S.p.a from time to time.

**"Observation Date"** means (a) in the case of Securities other than Open End Notes or Open End Certificates, each date specified as an Observation 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 the provisions relating to "Omission", "Postponement" or "Modified Postponement", as the case may be, contained in the definition of "Averaging Date" shall apply *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 the provisions of sub-paragraphs (A) or (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 and (b) in the case of Open End Notes or Open End Certificates (other than Put/Call Open End Notes or Put/Call Open End Certificates), the date designated as such by the Issuer, provided that such date is determined by the Issuer and notified to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as the case may be, at the latest on the tenth (10th) Business Day preceding the contemplated Observation Date.

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

**"Open End Certificate"** means a Certificate in respect of which "Open End" is specified as applicable in the relevant Final Terms and which may be redeemed (i) unless "Put/Call Open End Certificate" is specified in the applicable Final Terms, on a date determined by the Issuer or pursuant to Condition 8(y) or (ii) if "Put/Call Open End Certificate" is specified in the applicable Final Terms, in accordance with the provisions of Condition 8(b) or Condition 8(c), as the case may be, in either case, subject to the other provisions of these Terms and Conditions.

**"Open End Note"** means a Note in respect of which "Open End" is specified as applicable in the relevant Final Terms and which may be redeemed (i) unless "Put/Call Open End Note" is specified in the applicable Final Terms, on a date determined by the Issuer or pursuant to Condition 7(e) or (ii) if "Put/Call Open End Note" is specified in the applicable Final Terms, in accordance with the provisions of Condition 7(b) or Condition 7(c), as the case may be, in either case, subject to the other provisions of these Terms and Conditions.

**"Protected Amount"** means the amount specified as such in the applicable Final Terms.

**"Related Exchange"** means, in relation to a Share, each exchange or quotation system on which option contracts or futures contracts relating to such Share are traded, or 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 Final Redemption Amount or Cash Settlement Amount, as the case may be, shall be determined by reference to the Share that is either (i) the best performing or (ii) the worst performing in each case as specified in the applicable Final Terms.

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

**"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 Trading Day"** means either (i) in the case of a single Share, Scheduled Trading Day (Single Share Basis) or (ii) in the case of a Basket of Shares, (a) Scheduled Trading Day (All Shares Basis) or (b) 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 (All Shares Basis) shall apply.

**"Scheduled Trading Day (All Shares Basis)"** means, in respect of a Basket of Shares, any day on which 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 sessions.

**"Scheduled Trading Day (Per Share Basis)"** means, in respect of a Basket of Shares, any day on which the relevant Exchange and Related Exchange in respect of such Share are scheduled to be open for trading during their respective regular trading sessions.

**"Scheduled Trading Day (Single Share 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).

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

**"Screen Page"** means the page specified in the applicable Final Terms, or any successor page or service thereto.

**"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, subject as referred to in "Strike Date," "Averaging Date," "Observation Date" or "Valuation Date" as the case may be:

- (i) in the case of Share Linked Securities relating to a single Share, an amount equal to the official closing price, or the Italian Securities Reference Price, as specified in the applicable Final Terms (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 (A) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (B) if Averaging is specified in the applicable Final Terms, an Averaging Date and (or if, in the opinion of the Calculation Agent, any such official closing price or Italian Securities Reference 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 as determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner, 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, acting in good faith and in a commercially reasonable manner; and
- (ii) in the case of Share Linked Securities relating to a Basket of Shares and in respect of each Share comprising the Basket of Shares, an amount equal to the official closing price or the Italian Securities Reference Price, as specified in the applicable Final Terms, (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 (A) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price 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 Italian Securities Reference 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 such Share whose official closing price or Italian Securities Reference 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, as determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner, 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 relevant Share (or on such other factors as the Calculation Agent shall decide), multiplied by the relevant Weighting, such amount 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, acting in good faith and in a commercially reasonable manner.

**"Settlement Price Date"** means the Strike Date, an Observation Date or the Valuation Date, as the case may be.

**"Shares"** and **"Share"** mean in the case of an issue of Securities relating to a Basket of Shares, each share and, in the case of an issue of 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 Securities relating to a single Share, the company that has issued such Share.

**"Share Correction Period"** means (i) the period specified in the applicable Final Terms, or (ii) if none is so specified, one Settlement Cycle.

**"Specified Maximum Days of Disruption"** means eight (8) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the applicable Final Terms.

**"Stapled Shares"** mean the two or more shares that are attached to each other, such that:

- (a) each such share may not be held, owned, sold, transferred, purchased or otherwise dealt with as an individual share and may only be dealt with as a single unit of such attached shares;
- (b) such attached shares are issued with a single ISIN; and
- (c) where applicable, such attached shares are listed and admitted to trading as a single unit,

each constituent share comprising the Stapled Shares being a **"Stapled Share Constituent"**.

**"Strike Date"** means the Strike Date specified as such 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:

- (A) in the case of Share Linked Securities relating to a single Share, 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 price in accordance with its good faith estimate of the relevant price as of the Valuation Time on that the last such consecutive Scheduled Trading Day; or
- (B) in the case of Share Linked Securities relating to a Basket of Shares, the Strike Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date, and the Strike Date for each Share affected (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 price using, in relation to the Affected Item, the level, value or price as applicable, determined using 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.

**"Strike Day"** means each date specified as such in the applicable Final Terms and, if Averaging Date Consequences are specified as applicable 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 "Strike Day".

**"Strike Period"** means the period specified as such in the applicable Final Terms.

**"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 Related Exchange or otherwise (a) relating to the Share or (b) in futures or options contracts relating to such Share on any relevant Related Exchange.

**"Valuation Date"** means (i) in respect of the Notes and Certificates (other than in respect of Open End Notes and Open End Certificates), the Interest Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day and (ii) in respect of the Warrants, the first Scheduled Trading Day following the Actual Exercise Date of the relevant Warrant unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (A) in the case of Share Linked Securities relating to a single Share, 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, (i) 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 (ii) the Calculation Agent shall determine the relevant value, level or price in accordance with its good faith estimate of the Settlement Price as of the Valuation Time on that the last such consecutive Scheduled Trading Day; or
- (B) in the case of Share Linked Securities relating to a Basket of Shares, the Valuation Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled

Valuation Date, and the Valuation Date for each Share affected (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 relevant value, level or price using, in relation to the Affected Item, a price determined using 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.

In the case of Open End Notes and Open End Certificates (other than Put/Call Open End Notes or Put/Call Open End Certificates) and for the purposes of the applicable Final Terms, the date designated as the Redemption Valuation Date by the Issuer, provided that such date is determined by the Issuer and notified to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as the case may be, at the latest on the tenth (10th) Business Day preceding the contemplated Redemption Valuation Date.

"**Valuation Time**" means Interest Valuation Time or the Valuation Time, as the case may be, specified in the applicable Final Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as the case may be, in relation to each Share 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 Interest Valuation time or the Valuation Time, as the case may be, shall be such actual closing time.

## 5. Dividend Payment

If "Dividend Payment" is specified as being applicable in the applicable Final Terms, the following provisions shall apply to the 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 18 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 Security held by him on the Cash Dividend Payment Date, provided that if the relevant Dividend Date has not occurred prior to the Maturity Date 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 Linked Condition 5 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 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 acting in good faith and in a commercially reasonable manner 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 acting in good faith and in a commercially reasonable manner;

**"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 acting in good faith and in a commercially reasonable manner; 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 depositary 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 Securities.

## 6. GDR/ADR

Share Linked Conditions 7 to 11 (inclusive) apply where "GDR/ADR" is specified as applicable in respect of the shares specified to be GDRs/ADRs in the applicable Final Terms.

## 7. Definitions relating to GDR/ADR

**"ADR"** means an American Depositary Receipt;

**"Conversion Event"** means any event which in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner results (or will result) in the GDRs and/or ADRs being converted into Underlying Shares or any other listed notes of the issuer of the Underlying Shares;

**"GDR"** means a Global Depositary Receipt; and

**"Underlying Shares"** means the shares underlying an ADR or GDR, as the case may be.

## 8. General (GDR/ADR)

Save where specifically provided under the Final Terms, all references in the Conditions and the Share Linked Conditions to the "Shares" shall in respect of the shares specified to be GDRs/ADRs, 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 Securities.

## 9. Share Event

Upon the occurrence of a Share Event, the Calculation Agent shall (x) to the extent that an equivalent adjustment in respect of the relevant Swap Agreement has been made, take the action described in Share Linked Condition 2(b)(B)(i), (vi) and/or (vii) (if applicable), and (y) in the event that the circumstances giving rise to such Share Event result in an Additional Termination Event occurring in respect of the relevant Swap Agreement, take the action described in either Share Linked Condition 2(b)(B)(ii), (iii), (iv) or (v) (as applicable). The Calculation Agent shall notify the Issuer and the Issuer shall give notice as soon as practicable to the Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as

applicable, 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 to the depositary of the Underlying Shares to withdraw or surrender the Underlying Shares; or
- (b) the termination of the deposit agreement in respect of the Underlying Shares.

In determining to take a particular action as a result of a Share Event, the Calculation Agent is under no duty to consider the interests of Holders of Securities or any other person. In making any determination as to which action to take following the occurrence of a Share Event, none of the Calculation Agent, the Issuer or the Swap Counterparty (to the extent permitted by any applicable law) shall be responsible for any loss (including liability in respect of interest), underperformance or opportunity cost suffered or incurred by Holders of Securities or any other person in connection with the Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Securities.

**10. Potential Adjustment Event (GDR/ADR)**

The following additional event shall be deemed added to the end of paragraph (i) of the definition of Potential Adjustment Event in Share Linked Condition 2(a):

"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."

**11. Extraordinary Event (GDR/ADR)**

The following additional events shall be deemed added to the first paragraph of Share Linked Condition 2(b)(A) after the words "as not applicable in the applicable Final Terms)":

"Conversion Event, Share Event".

**12. Stapled Shares**

Share Linked Conditions 12 to 17 (inclusive) apply where "Stapled Shares" is specified as applicable in respect of shares specified to be Stapled Shares in the applicable Final Terms.

**13. General (Stapled Shares)**

Except as provided in Share Linked Condition 14, Share Linked Condition 15 and Share Linked Condition 16 below and save where specifically provided under the Final Terms, all references in the Conditions, and the Share Linked Conditions to the "Shares" or a "Share" shall, in respect of the shares specified to be Stapled Shares, be deemed to be to the "Stapled Shares" or a "Stapled Share Constituent", as applicable, references to the "Share Company" or "Basket Company", as applicable, shall be deemed to be to each issuer of a Stapled Share Constituent.

**14. Potential Adjustment Events (Stapled Shares)**

References to "Shares" in Share Linked Condition 2(a) (Potential Adjustment Events) shall be deemed to be references to "Stapled Shares and each Stapled Share Constituent".

**15. Extraordinary Events (Stapled Shares)**

- 15.1 References to "Shares" in the definitions of Insolvency, Merger Event, Nationalisation and Stapling and related provisions in Share Linked Condition 2 (Potential Adjustment Events and Extraordinary Events) shall be deemed to be references to "Stapled Share Constituent".
- 15.2 The following additional events shall be deemed added to the first paragraph of Share Linked Condition 2(b)(A) after the words "as not applicable in the applicable Final Terms)":



"De-Stapling".

**16. Dividend Payment (Stapled Shares)**

References to "Share" (other than in "Share Company") in Share Linked Condition 5 (Dividend Payment) shall be deemed to be references to "Stapled Share Constituent".

**17. De-Stapling**

Upon the occurrence of a De-Stapling, the Issuer may take the action described in paragraphs (i), (iv), (v) to (x) (inclusive) or (xi), as applicable, of Share Linked Condition 2(b)(B) (in the case of Securities relating to either a single unit of Stapled Shares or a Basket of Shares comprising one or more Stapled Shares) or the action described in paragraph 2Bb(ii) or in Share Linked Condition 18 below (in respect of a Basket of Shares comprising one or more Stapled Shares). The Issuer shall give notice as soon as practicable to the Holders of the Notes in accordance with Condition 18, the Holders of the Warrants in accordance with Condition 17 and the Holders of the Certificates in accordance with Condition 19, as applicable, stating the occurrence of the De-Stapling, giving details thereof and the action proposed to be taken in relation thereto.

"**De-Stapling**" means the Stapled Shares become detached, such that:

- (a) one or more Stapled Share Constituent may be held, owned, sold, transferred, purchased and otherwise dealt with as an individual share; and/or
- (b) where applicable, one or more Stapled Share Constituent shall be listed and admitted to trading separately.

**18. Substitution following the occurrence of a De-Stapling**

If the Issuer elects to substitute the Stapled Shares following the occurrence of a De-Stapling in accordance with Share Linked Condition 17, on or after the relevant Extraordinary Event Effective Date, the Calculation Agent will adjust the Basket of Shares to substitute one or more shares selected by it in accordance with the criteria set out below (the "**Substitute Share**") for the Stapled Shares (the "**Affected Stapled Shares**") affected by such De-Stapling 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 Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) 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 acting in good faith and in a commercially reasonable manner determines appropriate, provided that, in the event that any amount payable under the Securities was to be determined by reference to the Initial Price of the Affected Stapled Shares, the Initial Price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

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

where:

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

"B" is the Initial Price of the Affected Stapled Shares; and

"C" is the official closing price of the Affected Stapled Shares on the Scheduled Trading Day immediately preceding the Extraordinary Event Effective 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") acting in good faith and in a commercially reasonable manner and specified in the notice referred to below which may, but need not, be the relevant Extraordinary Event Effective Date.

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

In order to be selected as a Substitute Share, the relevant share must satisfy the following criteria, in the determination of the Calculation Agent, acting in good faith and in a commercially reasonable manner:

- (i) the relevant issuer of the share shall belong to the same economic sector as the issuers of the Affected Stapled Shares; and
- (ii) the relevant issuer of the share shall have a comparable market capitalisation, international standing and exposure as the issuers of the Affected Stapled Shares.

**ANNEX 4****ADDITIONAL TERMS AND CONDITIONS FOR DEBT LINKED SECURITIES**

*The terms and conditions applicable to Debt Linked Securities shall comprise, in the case of Notes, the Terms and Conditions of the Notes (as set out under the heading "Terms and Conditions of the Notes" above and, for the avoidance of doubt, not including Annexes 1 to 12), in the case of Warrants, the Terms and Conditions of the Warrants (as set out under the heading "Terms and Conditions of the Warrants" above and, for the avoidance of doubt, not including Annexes 1 to 9 or 11), and, in the case of Certificates, the Terms and Conditions of the Certificates (as set out under the heading "Terms and Conditions of the Certificates" above and, for the avoidance of doubt, not including Annexes 1 to 12) as applicable (the "**Conditions**") and the additional Terms and Conditions for payouts (as set out in Annex 1 under the heading "Additional Terms and Conditions for Payouts" above) (the "**Payout Conditions**") and the additional Terms and Conditions set out below (the "**Debt Linked Conditions**") and any other additional Terms and Conditions that may be specified in the Final Terms (the "**Additional Terms and Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Debt Linked Conditions, the Debt Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Debt Linked Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

**1. Settlement Price**

"**Settlement Price**" means in relation to each Cash Settled 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 "Valuation Date" or "Averaging Date" above:

- (i) in the case of Debt Linked Securities relating to a basket of Debt Securities, an amount equal to the sum of the values calculated for each Debt Security as (x) the Reference Price for such Debt Security appearing on the Relevant Screen Page at the Valuation Time as determined by or on behalf of the Calculation Agent 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 Reference Prices for such Debt Security at the Valuation Time on the Valuation Date or such Averaging 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 Security, such prices to be expressed as a percentage of the nominal amount of such Debt Security, (y) multiplied by the product of the nominal amount of such Debt Security and the relevant Weighting; and
- (ii) in the case of Debt Linked Securities relating to a single Debt Security, an amount equal to (x) the Reference Price for such Debt Security appearing on the Relevant Screen Page at the Valuation Time as determined by or on behalf of the Calculation Agent 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 Reference Prices for such Debt Security at the Valuation Time on the Valuation Date or such Averaging 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 Security, such prices to be expressed as a percentage of the nominal amount of the Debt Security (y) multiplied by the nominal amount of such Debt Security.

**2. Market Disruption**

"**Market Disruption Event**" shall mean, in respect of a Debt Security, the suspension of or limitation imposed on trading either on any exchange on which such Debt Security is traded or on any exchange on which options contracts or futures contracts with respect to such Debt Security are traded if, in the determination of the Calculation Agent, such suspension or limitation is material.

The Calculation Agent shall give notice as soon as practicable to the Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, that a Market Disruption Event has occurred.

3. **Correction of Debt Security Price**

With the exception of any corrections published after the day which is three Business Days prior to the due date for any payment in respect of the Notes or Certificates, or of a Cash Settlement Amount in respect of the Warrants, if the price of the relevant Debt Security published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities, is subsequently corrected and the correction published by the relevant exchange within the number of days equal to the Debt Security Correction Period of the original publication, the price to be used shall be the price of the relevant Debt Security as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment in respect of the Notes or Certificates, or the relevant Settlement Date in respect of the Warrants will be disregarded by the Calculation Agent for the purposes of determining the relevant amount in relation to the Notes or Certificates, as applicable, and the Cash Settlement Amount in relation to the Warrants.

4. **Redemption or Cancellation of a Debt Security**

Notwithstanding Condition 7(o) of the Notes, Condition 8(e) of the Warrants and Condition 8(o) of the Certificates, if on or prior to the last Averaging Date or the last Valuation Date, any Debt Security is redeemed (including any early redemption) or cancelled by the relevant Debt Security Issuer (a "**Debt Security Redemption Event**"), then, except as may be limited in the case of U.S. Securities:

- (a) in the case of Warrants, the Issuer may cancel the Warrants by giving notice to the Holders in accordance with Condition 17 of the Warrants. 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 equal to the fair market value of a Warrant or a Unit, equal to the Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 17 of the Warrants; or
- (b) in the case of Notes or Certificates:
  - (i) unless Delayed Redemption on Occurrence of Debt Security Redemption Event is specified as being applicable in the applicable Final Terms, the Issuer may redeem the Securities by giving notice to Holders in accordance with Condition 18 of the Notes and Condition 19 of the Certificates, as applicable. If the Notes or Certificates are so redeemed the Issuer will pay an amount to each Holder in respect of each Note or Certificate, as applicable, equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 18 of the Notes and Condition 19 of the Certificates, as applicable; or
  - (ii) if Delayed Redemption on Occurrence of Debt Security Redemption Event is specified as being applicable in the applicable Final Terms, on the Maturity Date (in the case of Notes) or on the Redemption Date (in the case of Certificates) the Issuer shall redeem each Note or Certificate, as applicable, at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms) and (y) the Swap Early Termination Amount (if any).

For the purposes of this Debt Linked Condition 4(b)(ii) "**Swap Early Termination Amount**" means an amount (if any) equal to, in respect of each Note or Certificate, and subject to a minimum of zero, a *pro rata share* of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap

Agreement in whole or in part and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure).

The Calculation Agent shall, as soon practicable, notify the relevant Paying Agent or the Registrar, as the case may be, of any determination made by it pursuant to this Debt Linked Condition 4 and the action proposed to be taken in relation thereto and such Paying Agent or the Registrar, as the case may be, shall make available for inspection by Holders of Securities copies of any such determinations.

## 5. Definitions

"**Averaging Date**" means:

- (a) 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 purposes of determining the relevant level, price, value 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, value 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 Securities are Debt Linked Securities relating to a single Debt Security, 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 (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with subparagraph (a) of the definition of "Valuation Date" below;
    - (B) where the Securities are Debt Linked Securities relating to a Basket of Debt Securities, the Averaging Date for each Debt Security 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 Debt Security affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Debt Security. If the first succeeding Valid Date in relation to such Debt Security 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 (A) that such 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 Debt Security, and (B) the Calculation Agent shall determine the relevant level, price, value or amount for that Averaging Date in accordance with sub-paragraph (b) of the definition of "Valuation Date" below; and

- (iv) for the purposes of these Debt Linked Conditions, "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not occur; or
- (b) in the case of Open End Notes or Open End Certificates (other than Put/Call Open End Notes or Put/Call Open End Certificates), the date designated as such by the Issuer, provided that such date is determined by the Issuer and notified to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as the case may be, at the latest on the tenth (10th) Business Day preceding the contemplated Averaging Date.

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades in the relevant securities or contracts.

"**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.

"**Debt Security**" means the debt security or instrument specified in the applicable Final Terms.

"**Debt Security Correction Period**" means the period specified as such in the applicable Final Terms or if none, one Settlement Cycle.

"**Debt Security Issuer**" means, in respect of a Debt Security, the issuer of such Debt Security.

"**Disrupted Day**" means any Scheduled Trading Day on which a Market Disruption Event has occurred.

"**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) specified in the applicable Final Terms.

"**Observation Date**" means, in the case of Securities other than Open End Notes or Open end Certificates, each date specified as an Observation Date in the applicable Final Terms or if any such date is not a Scheduled Trading Day, 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 the provisions of sub-paragraph (a) or (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.

"**Protected Amount**" means the amount specified as such in the applicable Final Terms.

"**Reference Price**" means, in respect of a Debt Security, the bid price, mid price, offer price, bid yield, mid yield or offer yield specified as such for such Debt Security in the applicable Final Terms.

"**Scheduled Trading Day**" means an Exchange Business Day.

**"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.

**"Settlement Cycle"** means, in respect of a Debt security or exchange-traded contract, the period of Clearance System Days following a trade in such security or contract, as the case may be, on the relevant exchange in which settlement will customarily occur according to the rules of such exchange.

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

**"Strike Date"** means, 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 Securities are Debt Linked Securities relating to a single Debt Security, 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, (A) 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 (B) the Calculation Agent shall determine the relevant level or price in accordance with its good faith estimate of the relevant value, level, price or amount as of the Valuation Time on the last such consecutive Scheduled Trading Day; or
- (b) where the Securities are Debt Linked Securities relating to a Basket of Debt Securities, the Strike Date for each Debt Security not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date and the Strike Date for each Debt Security affected (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 value, level, price or amount using, in relation to the Affected Item its good faith estimate of the value, level, price or amount for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day.

**"Valuation Date"** means (i) in respect of the Notes and Certificates (other than in respect of Open End Notes and Open End Certificates), the Interest Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day and (ii) in respect of the Warrants, the first Scheduled Trading Day following the Actual Exercise Date of the relevant Warrant unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) in the case of Debt Linked Securities relating to a single Debt Security, 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, (i) 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 (ii) the Calculation Agent shall determine the relevant value, level or price in accordance with its good faith estimate of the Reference Price as of the Valuation Time on that the last such consecutive Scheduled Trading Day; or

- (b) in the case of Debt Linked Securities relating to a Basket of Debt Securities, the Valuation Date for each Debt Security not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Debt Security affected (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 relevant value, level or price using, in relation to the Affected Item, a price determined using 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.

In the case of Open End Notes and Open End Certificates (other than Put/Call Open End Notes or Put/Call Open End Certificates) and for the purposes of the applicable Final Terms, the date designated as the Redemption Valuation Date by the Issuer, provided that such date is determined by the Issuer and notified to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as the case may be, at the latest on the tenth (10th) Business Day preceding the contemplated Redemption Valuation Date.



**ANNEX 5****ADDITIONAL TERMS AND CONDITIONS FOR COMMODITY LINKED SECURITIES**

*The terms and conditions applicable to Commodity Linked Securities shall comprise, in the case of Notes, the Terms and Conditions of the Notes (as set out under the heading "Terms and Conditions of the Notes" above and, for the avoidance of doubt, not including Annexes 1 to 12), in the case of Warrants, the Terms and Conditions of the Warrants (as set out under the heading "Terms and Conditions of the Warrants" above and, for the avoidance of doubt, not including Annexes 1 to 9 or 11), and, in the case of Certificates, the Terms and Conditions of the Certificates (as set out under the heading "Terms and Conditions of the Certificates" above and, for the avoidance of doubt, not including Annexes 1 to 12) as applicable (the "**Conditions**") and the additional Terms and Conditions for payouts (as set out in Annex 1 under the heading "Additional Terms and Conditions for Payouts" above) (the "**Payout Conditions**") and the additional Terms and Conditions set out below (the "**Commodity Linked Conditions**") and any other additional Terms and Conditions that may be specified in the Final Terms (the "**Additional Terms and Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Commodity Linked Conditions, the Commodity Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Commodity Linked Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

**1. Market Disruption**

"**Market Disruption Event**" means, in respect of a relevant Commodity or Commodity Index and as determined by the Calculation Agent, the occurrence or existence of:

- (A) in the case of all Commodities and each Commodity Index, a Price Source Disruption, Trading Disruption, Disappearance of Commodity Reference Price; and in addition
- (B) in the case of each Commodity Index and all Commodities other than Gold, Silver, Platinum or Palladium, a Material Change in Formula, Material Change in Content and/or Tax Disruption; and in addition
- (C) in the case of a Commodity Index, an Index Component Disruption Event; or
- (D) in the case of a Commodity that is an EU Allowance, a Settlement Disruption Event, an Abandonment of Scheme, an Administrator Event or an Absence of Registry Operations (each of which is defined in Commodity Linked Condition 6 below).

The Calculation Agent shall, as soon as practicable, notify the Issuer and the relevant Agent if it has determined that a Market Disruption Event has occurred and the action proposed to be taken in relation thereto and such Agent shall make available for inspection by Holders of Securities copies of any such determinations.

**2. Consequences of a Market Disruption Event and Disruption Fallbacks**

- 2.1 Upon a Market Disruption Event occurring or continuing on any Pricing Date (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published by the Price Source), the Calculation Agent may (a) take the action described in (i) and/or (ii) below or (b), take the action set out in (iii) below or (c) (in the case of a Commodity that is an EU Allowance) (viii) below:

- (i) the Calculation Agent shall determine if such event has a material effect on the Securities and, if so, shall calculate the relevant amount payable in respect of the Notes or Certificates, or shall calculate the Cash Settlement Amount and/or make any other relevant calculation in respect of the Warrants using, in lieu of a published price for that Commodity or Commodity Index, as the case may be, the price for that Commodity or Commodity Index, as determined by the Calculation Agent using the Commodity Fallback Value;

- (ii) the Calculation Agent may substitute the relevant Commodity, Commodity Reference Price or Index Component with a Commodity, Commodity Reference Price or Index Component, as the case may be, selected by it in accordance with the criteria set out below (each, a "**Substitute Commodity**", "**Substitute Commodity Reference Price**" or "**Substitute Index Component**"), as the case may be, for each Commodity, Commodity Reference Price or Index Component, as the case may be, (each, an "**Affected Commodity**", "**Affected Commodity Reference Price**" or "**Affected Index Component**") which is affected by the Market Disruption Event and the Substitute Commodity, Substitute Commodity Reference Price or Substitute Index Component, as the case may be, will be deemed to be a "**Commodity**", "**Commodity Reference Price**" or "**Index Component**", as the case may be, for the purposes of the Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of the Weighting and/or any of the other terms of the terms and conditions of the Notes, the terms and conditions of the Warrants or the terms and conditions of the Certificates as applicable, and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate, provided that in the event that any amount payable under the Notes or Certificates, or the Cash Settlement Amount in respect of Warrants, as the case may be, was to be determined by reference to the initial price of the Commodity, the Commodity Reference Price or the Index Component, as the case may be, the initial price of each Substitute Commodity, Substitute Commodity Reference Price or Substitute Index Component, as the case may be, will be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

In order to be selected as a Substitute Commodity, the Substitute Commodity shall be valued on the basis of a futures contract on similar terms to, with a delivery date corresponding with and relating to the same Commodity as the Affected Commodity. In order to be selected as a Substitute Commodity Reference Price, the Substitute Commodity Reference Price shall be a benchmark, price or quotation selected by the Calculation Agent, acting in good faith and in a commercially reasonable manner and which in its determination is or will be used by market participants as a substitute for the Affected Commodity Reference Price. In order to be selected as a Substitute Index Component, the Substitute Index Component shall be an alternative futures contract or commodity index relating to a futures contract on similar terms to the Affected Index Component.

Such substitution and the relevant adjustment(s) will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") acting in good faith and in a commercially reasonable manner which may, but need not, be the relevant date of the Market Disruption Event. Such substitution will be notified to the Holders of Securities by the Calculation Agent as soon as practicable after the Substitution Date in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable.

- (iii) the Calculation Agent may give notice to the Issuer and, unless (in the case of Notes or Certificates) Highest Value, Market Value or Monetisation Option are specified as applicable in the applicable Final Terms, the Issuer shall, on giving notice to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable, redeem or cancel, as applicable, all but not some only of the Securities, each Security being redeemed or cancelled, as applicable, by payment of an amount equal to the Early Redemption Amount (in the case of Notes or Certificates) in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, or the Early Termination Amount (in the case of Warrants) in accordance with Condition 8(c) of the

Warrants, as applicable. Payment shall be made in such manner as shall be notified to the Holders of Securities in accordance with Condition 18 of the Notes Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable;

- (iv) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(ix) (in the case of Notes) or in accordance with Condition 8(e)(viii) (in the case of Certificates);
- (v) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(x) (in the case of Notes) or in accordance with Condition 8(e)(ix) (in the case of Certificates);
- (vi) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(xi) (in the case of Notes) or in accordance with Condition 8(e)(x) (in the case of Certificates);
- (vii) in the case of Notes and Certificates only, where one of Highest Value, Market Value or Monetisation Option is specified as applicable in the applicable Final Terms in respect of a Market Disruption Event, if the Calculation Agent determines that such Market Disruption Event constitutes a force majeure, and if Commodity Linked Condition 2.1(vii) is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs is applicable; or
- (viii) in the case of a Commodity that is an EU Allowance, the Calculation Agent may determine, acting in good faith and in a commercially reasonable manner, the appropriate adjustment(s), if any, to be made to the EU Allowance, the Commodity Reference Price and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to take account of the Market Disruption Event and determine the effective date of such adjustment.

## 2.2 General

In determining to take a particular action as a result of a Market Disruption Event, the Calculation Agent is under no duty to consider the interests of Holders of Securities or any other person. In making any determination as to which action to take following the occurrence of a Market Disruption Event, none of the Calculation Agent, the Issuer or the Swap Counterparty (to the extent permitted by any applicable law) shall be responsible for

any loss (including liability in respect of interest), underperformance or opportunity cost suffered or incurred by Holders of Securities or any other person in connection with the Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Securities.

### 3. Adjustment to a Commodity Index

#### 3.1 Successor Index Sponsor Calculates and Reports a Commodity Index

If a relevant Commodity 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 commodity 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 Commodity Index, then in each case that commodity index (the "**Successor Commodity Index**") will be deemed to be the Commodity Index.

#### 3.2 Modification and Cessation of Calculation of a Commodity Index

If (a) on or prior to the last Averaging Date, the last Observation Date, the Final Interest Pricing Date or the Final Pricing 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 Commodity Index or in any other way materially modifies that Commodity Index (other than a modification prescribed in that formula or method to maintain the Commodity Index in the event of changes in constituent contracts or commodities and other routine events) (a "**Commodity Index Modification**"), or permanently cancels a relevant Commodity Index and no Successor Commodity Index exists (a "**Commodity Index Cancellation**"), or (b) on any Averaging Date, Observation Date, Interest Pricing Date or other Pricing Date, the Index Sponsor or (if applicable) the Successor Index Sponsor fails to calculate and announce a relevant Commodity Index (a "**Commodity Index Disruption**" and, together with a Commodity Index Modification and a Commodity Index Cancellation, each a "**Commodity Index Adjustment Event**"), then:

- (a) the Calculation Agent shall determine if such Commodity Index Adjustment Event has a material effect on the Securities and, if so, shall calculate the Relevant Price using, in lieu of a published level for that Commodity Index, the Commodity Fallback Value; or
  - (i) the Calculation Agent may require the Issuer to cancel or redeem the Securities, as applicable, by giving notice to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable. If the Securities are so cancelled or redeemed, (i) unless Highest Value, Market Value or Monetisation Option are specified as applicable in the applicable Final Terms, the Issuer will pay an amount to each Holder in respect of each Security held by such Holder of Securities being cancelled or redeemed the Early Redemption Amount (in the case of Notes or Certificates) in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, or the Early Termination Amount (in the case of Warrants) in accordance with Condition 8(c) of the Warrants, as applicable. Payments will be made in such manner as shall be notified to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable.
  - (ii) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in

accordance with Condition 7(e)(ix) (in the case of Notes) or in accordance with Condition 8(e)(viii) (in the case of Certificates);

- (iii) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(x) (in the case of Notes) or in accordance with Condition 8(e)(ix) (in the case of Certificates);
- (iv) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(xi) (in the case of Notes) or in accordance with Condition 8(e)(x) (in the case of Certificates).
- (v) in the case of Notes and Certificates only, where one of Highest Value, Market Value or Monetisation Option is specified as applicable in the applicable Final Terms in respect of a Commodity Index Adjustment Event, if the Calculation Agent determines that such Commodity Index Adjustment Event constitutes a force majeure, and if Commodity Linked Condition 3.2(a)(v) is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b)(in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs is applicable.

### 3.3 General

In determining to take a particular action as a result of a Commodity Index Adjustment Event, the Calculation Agent is under no duty to consider the interests of Holders of Securities or any other person. In making any determination as to which action to take following the occurrence of a Commodity Index Adjustment Event, (to the extent permitted by applicable law) none of the Calculation Agent, the Issuer or the Swap Counterparty shall be responsible for any loss (including liability in respect of interest), underperformance or opportunity cost suffered or incurred by Holders of Securities or any other person in connection with the Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Securities.

## 4. Correction of Commodity Reference Price

With the exception of any corrections published after the day which is three Commodity Business Days prior to, in the case of the Notes or Certificates, as applicable, the due date for any payment under such Notes or Certificates, or, in the case of the Warrants, the due date for any payment of a Cash Settlement Amount calculated by reference to a Commodity Reference Price, if the Commodity Reference Price published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction published by the relevant Exchange or any other person responsible for the publication or announcement of the Commodity Reference Price within 30 calendar days of the original publication, the price to be used shall be the price of the relevant Commodity as so corrected. Corrections published after the day which is three Commodity Business Days prior to, in the case of the Notes or Certificates, as applicable, a due date for payment under such Notes or Certificates

or, in the case of the Warrants, the relevant Settlement Date calculated by reference to a Commodity Reference Price will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

## 5. Definitions

**"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.

**"Averaging Date"** means, (a) in respect of Securities which are not Open End Notes or Open End Certificates (other than Put/Call Open End Notes or Put/Call Open End Certificates), each date specified as such in the applicable Final Terms or, if any such date is not a Commodity Business Day, the immediately following Commodity Business Day unless, in the opinion of the Calculation Agent, any such day is a day on which a Market Disruption Event has occurred or is continuing, in which case the provisions of Commodity Linked Condition 2 (*Consequences of a Market Disruption Event and Disruption Fallbacks*) shall apply or (b) in the case of Open End Notes or Open End Certificates (other than Put/Call Open End Notes or Put/Call Open End Certificates) the date designated as such by the Issuer, provided that such date is determined by the Issuer and notified to the Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable at the latest on the tenth (10th) Business Day (or such other notice period specified in the applicable Final Terms) preceding the contemplated Averaging Date;

**"Basket Component"** means any Commodity or Commodity Index comprised in a Basket of Commodities;

**"Basket of Commodities"** means a basket comprising two or more Commodities or Commodity Indices;

**"Commodity"** means subject to adjustment in accordance with these Commodity Linked Conditions, the commodity (or commodities) or futures contract on a commodity (or commodities) specified in the applicable Final Terms and related expressions shall be construed accordingly and for the avoidance of doubt, each of climatic variables, freight rates and emissions allowances may be a Commodity for the purposes of these Commodity Linked Conditions and the applicable Final Terms;

**"Commodity Business Day"** means:

(a) in respect of a Commodity or a Commodity Index:

(i) where the Commodity Reference Price for the relevant Commodity or Commodity Index is announced or published by an Exchange, any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which each relevant Exchange is open for trading during its regular trading sessions and notwithstanding any such Exchange closing prior to its scheduled closing time; or

(ii) a day in respect of which the relevant Price Source published (or, but for the occurrence of a Market Disruption Event, would have published), a price for the relevant Commodity or Commodity Index; or

(b) in the case of a Basket of Commodities, a day on which the Commodity Reference Price in respect of all the Basket Components is scheduled to be published or announced in accordance with (i) or (ii) above;

**"Commodity Disrupted Day"** means any day on which a Market Disruption Event has occurred;

**"Commodity Fallback Value"** means:

- (a) in respect of any commodity, the arithmetic mean of the quotations provided to the Calculation Agent by each of the Reference Dealers as its Commodity Reference Price for the relevant Pricing Date of the relevant Commodity, provided that if only three such quotations are so provided, the Commodity Fallback Value shall be the Commodity Reference Price remaining after disregarding the Commodity Reference Prices having the highest and lowest values (or if more than one such highest or lowest, one only of them). If fewer than three such quotations are so provided, it will be deemed that such value cannot be determined and the relevant value shall be the good faith estimate of the Calculation Agent; or
- (b) in respect of any Commodity Index or Basket of Commodities, the price for such Commodity Index or Basket of Commodities, as the case may be, in respect of the relevant Pricing Date determined by the Calculation Agent using the current applicable method of calculating such Commodity Index, or the method for determining the value of the Basket of Commodities, as the case may be, as set out in the Final Terms, using the price or level for each Index Component or Basket Component, as the case may be, determined as follows:
  - (i) in respect of each Index Component or Basket Component, as the case may be, which is not affected by the Market Disruption Event, the closing price or level or settlement price, as applicable, of such Index Component or Basket Component, as the case may be, on such Pricing Date; and
  - (ii) in respect of each Index Component or Basket Component, as the case may be, which is affected by the Market Disruption Event (each an "**Affected Item**"), the closing price or level or settlement price, as applicable, for such Affected Item on the first succeeding Pricing Date that is not a Commodity Disrupted Day, unless each of the number of consecutive Pricing Dates equal to the Specified Maximum Days of Disruption immediately following the Scheduled Pricing Date is a Commodity Disrupted Day. In that case, (i) the last such consecutive Pricing Date shall be deemed to be the Pricing Date for the Affected Item, notwithstanding the fact that such day is a Commodity Disrupted Day, and (ii) the Calculation Agent shall determine the price or level of such Affected Item in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the price of the Affected Item based upon the price at which the Swap Counterparty or any of its Affiliates is able to sell or otherwise realise any hedge positions in respect of the Securities during the period of five Commodity Business Days following the last such consecutive Pricing Date;

**"Commodity Index"** means each index specified as such in the applicable Final Terms or an index comprising one or more commodities, contracts for the future delivery of a commodity, indices linked to a single commodity or indices comprised of multiple commodities (each an "**Index Component**");

**"Commodity Reference Price"** means in respect of any Commodity or Commodity Index, the Commodity Reference Price specified in the applicable Final Terms;

**"Delivery Date"** means, in respect of a Commodity Reference Price, the relevant date or month for delivery of the underlying Commodity (which must be a date or month reported or capable of being determined from information reported in or by the relevant Price Source) as follows:

- (a) if a date is, or a month and year are, specified in the applicable Final Terms, that date or that month and year;
- (b) if a Nearby Month is specified in the applicable Final Terms, the month of expiration of the relevant Futures Contract; and

- (c) if a method is specified in the applicable Final Terms for the purpose of determining the Delivery Date, the date or the month and year determined pursuant to that method;

**"Disappearance of Commodity Reference Price"** means (A) the permanent discontinuation of trading in the relevant Futures Contract on the relevant Exchange or (B) the disappearance of, or of trading in, the relevant Commodity or Index Component or (C) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract, Commodity or Index Component;

**"Disruption Fallback"** means a source or method that may give rise to an alternative basis for determining the Relevant Price in respect of a specified Commodity Reference Price when a Market Disruption Event occurs or exists on a day that is a Pricing Date (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published or announced by the Price Source). A Disruption Fallback is applicable if it is specified in the applicable Final Terms or, if no Disruption Fallback is specified, the Calculation Agent shall determine the relevant actions in accordance with Commodity Linked Condition 2 (*Consequences of a Market Disruption Event and Disruption Fallbacks*);

**"Exchange"** means, in relation to a Commodity, the exchange or principal trading market for such Commodity specified in the applicable Final Terms or in the Commodity Reference Price and in the case of a Commodity Index, the exchange or principal trading market for each Index Component comprising such Commodity Index;

**"Final Pricing Date" or "Final Interest Pricing Date"** means the date specified as such in the applicable Final Terms or, if such date is not a Commodity Business Day, the immediately succeeding Commodity Business Day;

**"Futures Contract"** means, in respect of a Commodity Reference Price, the contract for future delivery of a contract size in respect of the relevant Delivery Date relating to the Commodity or referred to in that Commodity Reference Price;

**"Index Component Disruption Event"** means:

- (i) the Commodity Reference Price published by the Price Source on any Pricing Date includes, or is derived from, a price for one or more Index Components published on any date between the Issue Date and such Pricing Date that is not a price published by the usual exchange or price source, but is a price determined by the Price Source; or
- (ii) the Commodity Reference Price published by the Price Source on any Pricing Date includes, or is derived from, a price for one or more Index Components published by the usual exchange or price source on any date between the Issue Date and such Pricing Date that, in the opinion of the Calculation Agent, has been calculated or published subject to the occurrence of market disruption or similar, or otherwise not in accordance with the usual, then-current, method used by such exchange or price source;

**"Initial Pricing Date" or "Initial Interest Pricing Date"** means the date specified as such in the applicable Final Terms, or if such date is not a Commodity Business Day, the immediately succeeding Commodity Business Day;

**"Intraday Price"** means in respect of a Commodity, Commodity Index or Index Component and any time on a Pricing Date, the relevant price of such Commodity, Commodity Index or Index Component at such time or such day, as determined by the Calculation Agent, subject as provided in Commodity Linked Condition 2 and Commodity Linked Condition 3.

**"Limit Price Event"** means that the settlement price of any Commodity or Index Component has increased or decreased from the previous day's published settlement price by an amount equal to the maximum amount permitted under the applicable exchange rules for such Commodity or Index Component.



**"Material Change in Content"** means the occurrence since the Issue Date of a material change in the content, composition or constitution of the relevant Commodity or Futures Contract or, in the case of a Commodity Index, Index Component;

**"Material Change in Formula"** means the occurrence since the Issue Date of a material change in the formula for or the method of calculating the relevant Commodity Reference Price or any Index Component used to calculate the Commodity Reference Price;

**"Nearby Month"** means, when preceded by a numerical adjective and in respect of a Delivery Date and a Pricing Date, the month of expiration of the Futures Contract identified by that numerical adjective, so that, for example, (a) "First Nearby Month" means the month of expiration of the first Futures Contract to expire following that Pricing Date; (b) "Second Nearby Month" means the month of expiration of the second Futures Contract to expire following that Pricing Date; and (c) "Sixth Nearby Month" means the month of expiration of the sixth Futures Contract to expire following that Pricing Date;

**"Observation Date"** means (a) in the case of Securities other than Open End Notes or Open End Certificates, each date specified as an Observation Date in the applicable Final Terms, or if any such date is not a Commodity Business Day, the immediately following Commodity Business Day unless, in the opinion of the Calculation Agent, any such day is a day on which a Market Disruption Event has occurred or is continuing. If any such day is a day on which a Market Disruption Event has occurred or is continuing, then the provisions relating to "Omission", "Postponement" or "Modified Postponement", as the case may be, contained in the definition of "Averaging Date" shall apply *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 Market Disruption Event and the provisions of Commodity Linked Condition 2 (Consequences of a Market Disruption Event and Disruption Fallbacks will apply) or (b) in the case of Open End Notes or Open End Certificates (other than Put/Call Open End Notes or Put/Call Open End Certificates), the date designated as such by the Issuer, provided that such date is determined by the Issuer and notified to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as the case may be, at the latest on the tenth (10th) Business Day preceding the contemplated Observation Date.

**"Price Source"** means the publication (or such other origin of reference, including an Exchange or Index Sponsor or Index calculation agent) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) specified in the relevant Commodity Reference Price;

**"Price Source Disruption"** means (a) the failure of the Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price) for the relevant Commodity Reference Price, or (b) the temporary or permanent discontinuance or unavailability of the Price Source;

**"Pricing Date"** or **"Interest Pricing Date"** means each date specified in the Final Terms as being the Initial Pricing Date, an Averaging Date, an Observation Date, an Automatic Early Redemption Valuation Date or the Final Pricing Date or if any such date is not a Commodity Business Day, the immediately succeeding Commodity Business Day, unless, in the opinion of the Calculation Agent, such day is a Commodity Disrupted Day, in which case the relevant Pricing Date or Interest Pricing Date, as applicable, shall be the first succeeding Commodity Business Day that is not a Commodity Disrupted Day, unless each of the number of consecutive Commodity Business Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Pricing Date or Scheduled Interest Pricing Date, as the case may be, is a Commodity Disrupted Day. In that case, (i) the last such consecutive Commodity Business Day shall be deemed to be the Pricing Date or Interest Pricing Date, as the case may be, notwithstanding the fact that such day is a Commodity Disrupted Day, and (ii) the Calculation Agent shall take action in accordance with the provisions of Commodity Linked Condition 2 (*Consequences of a Market Disruption Event and Disruption Fallbacks*);

References in these Commodity Linked Conditions to "Pricing Date" shall be deemed to apply *mutatis mutandis* in respect of any "Interest Pricing Date";

**"Reference Dealers"** means four leading dealers in the relevant Commodities market selected by the Calculation Agent;

**"Relevant Price"** means, for any Pricing Date, the price, expressed as a price per unit of the Commodity, the price of the Commodity Index or any Index Component, determined with respect to that day for the specified Commodity Reference Price calculated as provided in these Commodity Linked Conditions and the applicable Final Terms;

**"Scheduled Pricing Date"** or **"Scheduled Interest Pricing Date"** means any original date that, but for the occurrence of a Market Disruption Event, would have been a Pricing Date. References in these Commodity Linked Conditions to "Scheduled Pricing Date" shall be deemed to apply *mutatis mutandis* in respect of any "Scheduled Interest Pricing Date";

**"Scheduled Trading Day"** means, if the Securities are Hybrid Securities and Hybrid Business Day is specified as applicable in the applicable Final Terms, for the purpose of determining whether a day is a Hybrid Business Day, a Commodity Business Day;

**"Specified Maximum Days of Disruption"** means five Commodity Business Days or such other number of Specified Maximum Days of Disruption specified in the applicable Final Terms;

**"Specified Price"** means, in respect of a Commodity Reference Price for a Commodity Index, (i) the closing or (ii) the daily official level of such Commodity Index and, in respect of any other Commodity Reference Price, any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source), as specified in the applicable Final Terms (and, if applicable, as of the time so specified): (a) the high price; (b) the low price; (c) the average of the high price and the low price; (d) the closing price; (e) the opening price; (f) the bid price; (g) the asked price; (h) the average of the bid price and the asked price; (i) the settlement price; (j) the official settlement price; (k) the official price; (l) the morning fixing; (m) the afternoon fixing; (n) the spot price; (o) the arithmetic average of bid and offer prices at 5.30pm (CET) on the Pricing Date or (p) any other price specified in the applicable Final Terms on the Pricing Date;

**"Tax Disruption"** means the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the relevant Commodity or, in the case of a Commodity Index, any Index Component (other than a tax on, or measured by reference to overall gross or net income) by any government or taxation authority after the Trade Date, if the direct effect of such imposition, change or removal is to raise or lower the Relevant Price on the day that would otherwise be a Pricing Date from what it would have been without that imposition, change or removal;

**"Trading Disruption"** means the material suspension of, or the material limitation imposed on, trading in the relevant Futures Contract or the Commodity or, in the case of a Commodity Index, Index Component on the Exchange or in any additional futures contract, options contract, commodity index or commodity on any Exchange as specified in the applicable Final Terms. For these purposes:

- (A) a suspension of the trading in the Futures Contract, Commodity or Index Component, as the case may be, on any Commodity Business Day shall be deemed to be material only if:
  - (1) all trading in the Futures Contract, Commodity or Index Component, as the case may be, is suspended for the entire Pricing Date; or
  - (2) all trading in the Futures Contract, Commodity or Index Component as the case may be, is suspended subsequent to the opening of trading on the Pricing Date, trading does not recommence prior to the regularly scheduled close of trading in such Futures Contract, Commodity or Index Component, as the case may be, on such Pricing Date and such suspension is announced less than one hour preceding its commencement; and
- (B) a limitation of trading in the relevant Futures Contract, Commodity or Index Component, as the case may be, on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the

relevant Futures Contract, Commodity or Index Component, as the case may be, may fluctuate and the closing or settlement price of the relevant Futures Contract, Commodity or Index Component on such day is at the upper or lower limit of that range; and

**"Valuation Date"** means the Final Pricing Date.

## 6. **EU Emissions Allowances**

If one or more Commodities are specified to be an "EU Allowance" in the applicable Final Terms, in respect of any such Commodity, the following additional provisions shall apply to these Commodity Linked Conditions:

**"Abandonment of Scheme"** means the Scheme is, as a result of official written public pronouncement by the European Community, no longer scheduled to proceed or is to be discontinued;

**"Absence of Registry Operation"** means, other than by reason of the occurrence of an Administrator Event, the absence of:

- (a) the establishment of and continuing functioning of the Relevant Registry;
- (b) the establishment of and continuing functioning of the EUTL;
- (c) the establishment of and continuing functioning of the link between each of the Relevant Registry and the EUTL; and/or
- (d) the continued functioning of the link between each of the LSTL and the EUTL;

**"Administrator Event"** means the suspension of some or all of the processes of the Relevant Registry, the EUTL or, if applicable, the LSTL, in accordance with the Registries Regulation by the relevant National Administrator or the Central Administrator (as applicable) (i) where that Relevant Registry is not operated and maintained in accordance with the provisions of the Registries Regulation, or any other applicable law, (ii) for the purpose of carrying out scheduled or emergency maintenance, (iii) where there has been or following reasonable suspicion of, a breach of security which threatens the integrity of the registries system (including any back up facilities) or (iv) where the mutual recognition of EU Allowances under a relevant Linking Agreement has been suspended in accordance with the terms of such Linking Agreement;

**"Central Administrator"** means the person designated by the EU Commission to operate and maintain the EUTL pursuant to Article 20(1) of the Emissions Directive;

**"Emissions Directive"** means Directive 2003/87/EC of the European Parliament and of the Council of 13 October 2003 establishing a scheme for greenhouse gas emission allowance trading within the Community and amending Council Directive 96/61/EC, as amended from time to time;

**"EU Allowance"** means an allowance to emit one tonne of carbon dioxide (CO<sub>2</sub>) equivalent during a specified period which is valid for meeting emissions related commitment obligations under the Scheme and including allowances stemming from emission trading systems that are linked with the EU ETS pursuant to Article 25 of the Emissions Directive relating to a specified compliance period which may be either the Third Compliance Period or the Fourth Compliance Period depending on the underlying of the Commodity Reference Price;

**"EU ETS"** has the meaning given to it in the Emissions Directive;

**"EUTL"** means the independent transaction log provided for in Article 20(1) of the Emissions Directive, the operation of which is further detailed in Article 5 of the Registries Regulation;

**"Fourth Compliance Period"** means the period starting on 1 January 2021 and ending on 31 December 2030;

**"Hedge Provider"** means the party (being, inter alios, the Issuer, the Guarantor (if applicable), the Calculation Agent, any Affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent or any third party) from time to time who hedges the Issuer's obligations in respect of the Securities or where no such party 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 EU Allowances, 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 EU Allowances 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 Securities;

**"Holding Account"** means a form of digital record maintained in a Registry (pursuant to and in accordance with the Registries Regulation) that is able to be used to record the allocation (if applicable), holding and transfer of EU Allowances that are to be delivered in respect of any hedging arrangements entered into by the Hedge Provider pursuant to and in accordance with the Scheme;

**"Hypothetical Investor"** means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation), which 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 applicable), the Calculation Agent or any of their Affiliates (as determined by the Calculation Agent in the context of the relevant situation);

**"Linking Agreement"** means an agreement between the European Union and a non-Member State on the linking of their greenhouse gas emissions trading systems, as envisaged under Article 25 of the Emissions Directive and which has entered into force in accordance with its terms, as amended from time to time;

**"LSTL"** means a transaction log of a non-Member State that is linked to the EUTL under the terms of a relevant Linking Agreement;

**"National Administrator"** means (i) the entity responsible for administering, on behalf of a Member State, a set of user accounts under the jurisdiction of a Member State in the Union Registry as designated in accordance with Article 7 of the Registries Regulation or (ii) the entity identified as an administrator in respect of an LSTL;

**"Registries Regulation"** means the Commission Delegated Regulation (EU) 2019/1122 of 12 March 2019 supplementing Directive 2003/87/EC of the European Parliament and of the Council as regards the functioning of the Union Registry, as amended from time to time;

**"Registry"** means the registry established by a Member State, a non-Member State or the EU, in order to ensure the accurate accounting of the issue, holding, transfer, acquisition, surrender, cancellation and replacement of EU Allowances. For the avoidance of doubt, references to a Registry shall include the Union Registry and the Holding Accounts within the Union Registry that are under the jurisdiction of a single National Administrator designated by a Member State and will together be deemed to be a Registry for that Member State;

**"Relevant Registry"** means the Registry (or Registries) specified as such in the applicable Final Terms or, if not so specified, each of the Registry in France and the Registry in the Netherlands;

**"Scheme"** means the scheme for transferring EU Allowances established pursuant to the Emissions Directive and the Registries Regulation, and as implemented by the national laws of Member States;

**"Settlement Disruption Event"** means an event or circumstance beyond the control of the Hedge Provider that cannot, after the use of all reasonable efforts, be overcome and which makes it impossible for such Hedge Provider to deliver or accept EU Allowances in accordance with the terms

of the any hedging arrangements entered into by the Hedge Provider or otherwise trade EU Allowances or there is any limitation, restriction or impossibility of transfer of EU Allowances in the market generally. For the avoidance of doubt, the inability of the Hedge Provider to deliver EU Allowances as a result of insufficient EU Allowances available to it, whether caused by the low or non-allocation of EU Allowances by a Member State or any other state, the delay or failure of a Member State or Central Administrator to replace allowances for a subsequent compliance period or the failure to procure sufficient EU Allowances to meet its delivery obligations, shall not constitute a Settlement Disruption Event;

**"Third Compliance Period"** means the period starting on 1 January 2013 and ending on 31 December 2020; and

**"Union Registry"** means the Registry referred to as the "Union registry" in Article 19(1) of the Emissions Directive.

**ANNEX 6****ADDITIONAL TERMS AND CONDITIONS FOR INFLATION LINKED SECURITIES**

*The terms and conditions applicable to Inflation Linked Securities shall comprise, in the case of Notes, the Terms and Conditions of the Notes (as set out under the heading "Terms and Conditions of the Notes" above and, for the avoidance of doubt, not including Annexes 1 to 12), in the case of Warrants, the Terms and Conditions of the Warrants (as set out under the heading "Terms and Conditions of the Warrants" above and, for the avoidance of doubt, not including Annexes 1 to 9 or 11), and, in the case of Certificates, the Terms and Conditions of the Certificates (as set out under the heading "Terms and Conditions of the Certificates" above and, for the avoidance of doubt, not including Annexes 1 to 12) as applicable (the "**Conditions**") and the additional Terms and Conditions for payouts (as set out in Annex 1 under the heading "Additional Terms and Conditions for Payouts" above) (the "**Payout Conditions**") and the additional Terms and Conditions set out below (the "**Inflation Linked Conditions**") and any other additional Terms and Conditions that may be specified in the Final Terms (the "**Additional Terms and Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Inflation Linked Conditions set out below, the Inflation Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Inflation Linked Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

**1. Delay in Publication**

If the Calculation Agent determines that a Delayed Index Level Event in respect of an Inflation Index has occurred with respect to any Valuation Date, then the Relevant Level with respect to any Reference Month which is to be utilised in any calculation or determination to be made by the Calculation Agent with respect to such Valuation Date (the "**Substitute Inflation Index Level**") shall be determined by the Calculation Agent (subject to Inflation Linked Condition 3(ii) below), as follows:

- (i) if Related Bond is specified as applicable in the applicable Final Terms, the Calculation Agent shall determine the Substitute Inflation Index Level by reference to the corresponding index level determined under the terms and conditions of the Related Bond; or
- (ii) if (I) Related Bond is specified as not applicable in the applicable Final Terms, or (II) the Calculation Agent is not able to determine a Substitute Inflation Index Level under (i) above, the Calculation Agent shall determine the Substitute Inflation Index Level by reference to the following formula:

$$\text{Substitute Inflation Index Level} = \text{Base Level} \times (\text{Latest Level}/\text{Reference Level}),$$

where:

**"Base Level"** means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Inflation Index Level is being determined.

**"Latest Level"** means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor prior to the month in respect of which the Substitute Inflation Index Level is being determined.

**"Reference Level"** means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the month that is 12 calendar months prior to the month in respect of the Latest Level.

The Calculation Agent shall notify the Issuer and the Issuer shall promptly give notice to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, of any Substitute Inflation Index Level.

If the Relevant Level is published or announced at any time on or after the relevant Cut-Off Date specified in the applicable Final Terms, such Relevant Level will not be used in any calculations. The Substitute Inflation Index Level so determined pursuant to this Inflation Linked Condition 1 will be the definitive level for that Reference Month.

## 2. SUCCESSOR INFLATION INDEX

If the Calculation Agent determines that the level of an Inflation Index is not calculated and announced by the Index Sponsor for two consecutive months and/or the Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index and/or the Index Sponsor cancels the Inflation Index (each of which, an "**Inflation Index Adjustment Event**") then the Calculation Agent shall determine a successor index (a "**Successor Inflation Index**") (in lieu of any previously applicable Inflation Index) for the purposes of the Securities as follows:

- (i) if Related Bond is specified as applicable in the applicable Final Terms, the Calculation Agent shall determine a "Successor Inflation Index" by reference to the corresponding successor index determined under the terms and conditions of the Related Bond;
- (ii) if (x) Related Bond is specified as not applicable in the Final Terms or (y) a Related Bond Redemption Event has occurred and Fallback Bond is specified as not applicable in the applicable Final Terms, the Index Sponsor announces that it will no longer publish or announce the Inflation Index but that it will be superseded by a replacement Inflation Index specified by the Index Sponsor, and the Calculation Agent determines that such replacement Inflation Index is calculated using the same or a substantially similar formula or method of calculation as used in the calculation of the Inflation Index, such replacement index shall be designated a "Successor Inflation Index";
- (iii) if no Successor Inflation Index has been deemed under (i) or (ii) the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be; if between four and five responses are received, and of those four or five responses, three or more leading independent dealers state the same index, such index will be deemed the "Successor Inflation Index"; if three responses are received, and two or more leading independent dealers state the same index, such index will be deemed the "Successor Inflation Index"; if fewer than three responses are received by the Cut-Off Date the Calculation Agent will determine an appropriate alternative index, and such index will be deemed a "Successor Inflation Index"; or
- (iv) if the Calculation Agent determines that there is no appropriate alternative index, there will be deemed to be no Successor Inflation Index and an Index Cancellation will be deemed to have occurred.

For the avoidance of doubt, the Calculation Agent shall determine the date on which the Successor Inflation Index shall be deemed to replace the Inflation Index for the purposes of the Securities. Notwithstanding any other provision of this Inflation Linked Condition 2, in making its determinations hereunder, the Calculation Agent shall, to the extent applicable to the relevant Securities, take into account any corresponding or similar determination or selection or any other adjustment or calculation made in respect of the relevant Swap Agreement in relation to such Inflation Index Adjustment Event.

Notice of the determination of a Successor Inflation Index, the effective date of the Successor Inflation Index or the occurrence of an Index Cancellation will be given to the Issuer by the Calculation Agent and the Issuer will give notice to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable.

### 3. Adjustments

(i) Successor Inflation Index

If a Successor Inflation Index is determined in accordance with Inflation Linked Condition 2, the Calculation Agent may make any adjustment or adjustments (without limitation) to any amount payable under the Securities and/or any other relevant term of the Securities as the Calculation Agent deems necessary. The Issuer shall give notice to the Holders of Securities of any such adjustment in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable.

(ii) Substitute Inflation Index Level

If the Calculation Agent determines a Substitute Inflation Index Level in accordance with Inflation Linked Condition 1, the Calculation Agent may make any adjustment or adjustments (without limitation) to (x) the Substitute Inflation Index Level determined in accordance with Inflation Linked Condition 1 and/or (y) any amount payable under the Securities and/or any other relevant term of the Securities, in each case, as the Calculation Agent deems necessary acting in good faith and in a commercially reasonable manner, provided that if Inflation Index Level Adjustment is specified as applicable in the applicable Final Terms, the Calculation Agent will only be permitted to make any such adjustment in accordance with this Condition if the Calculation Agent determines that the delay in publication was not attributable to the Issuer, but substantially, alters the economics of the Securities compared to the economics as of the Issue Date. The Issuer shall give notice to the Holders of Securities of any such adjustment in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable.

(iii) Inflation Index Level Adjustment Correction

- (a) The first publication or announcement of the Relevant Level (disregarding estimates) by the Index Sponsor for any Reference Month shall be final and conclusive and, subject to Inflation Linked Condition 3(vi) below, later revisions to the level for such Reference Month will not be used in any calculations, save that in respect of the EUR-All Items-Revised Consumer Price Index, the ESP National-Revised Consumer Price Index (CPI) and the ESP-Harmonised-Revised Consumer Price Index HCPI, revisions to the Relevant Level which are published or announced up to and including the day that is two Business Days prior to any relevant Valuation Date will be valid and the revised Relevant Level for the relevant Reference Month will be deemed to be the final and conclusive Relevant Level for such Reference Month. The Issuer shall give notice to the Holders of Securities of any valid revision in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable.
- (b) If, within 30 days of publication or at any time prior to a Valuation Date in respect of which a Relevant Level will be used in any calculation or determination in respect of such Valuation Date, the Calculation Agent determines that the Index Sponsor has corrected the Relevant Level to correct a manifest error, the Calculation Agent may make any adjustment to any amount payable under the Securities and/or any other relevant term of the Securities as the Calculation Agent determines to be appropriate acting in good faith and in a commercially reasonable manner as a result of such correction and/or determine the amount (if any) that is payable as a result of that correction. The Issuer shall give notice to the Holders of Securities of any such adjustment and/or amount in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable.
- (c) If a Relevant Level is published or announced at any time after the Cut-Off Date in respect of a Valuation Date in respect of which a Substitute Inflation Index Level was determined, the Calculation Agent may either (A) determine that such Relevant Level shall not be used in any calculation or determination under the



Securities and that the Substitute Inflation Index Level shall be deemed to be the definitive Relevant Level for the relevant Reference Month, or (B) make any adjustment to any amount payable under the Securities and/or any other relevant term of the Securities as it deems appropriate as a result of the announcement or publication of the Relevant Level and/or determine the amount (if any) that is payable as a result of such publication or announcement. The Issuer shall give notice to the Holders of Securities of any determination in respect of (A) or (B), together with any adjustment or amount in respect thereof, in accordance with Condition 18, as applicable of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable.

Notwithstanding the foregoing, if Inflation Index Level Adjustment is specified as applicable in the applicable Final Terms, the Calculation Agent will only be permitted to make any such adjustment in accordance with this Inflation Linked Condition 3 if the Calculation Agent determines that the delay in publication was not attributable to the Issuer, but substantially, alters the economics of the Securities compared to the economics as of the Issue Date.

(iv) Currency

If the Calculation Agent determines that any event occurs affecting the Specified Currency or Settlement Currency, as applicable (whether relating to its convertibility into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to any amount payable under the Securities, and/or any other relevant term of the Securities (including the date on which any amount is payable by the Issuer), the Calculation Agent may make such adjustment or adjustments to such amount and/or any other relevant term of the Securities as the Calculation Agent deems necessary, acting in good faith and a commercially reasonable manner provided that if Currency Adjustment is specified as applicable in the applicable Final Terms, the Calculation Agent will only be permitted to make any such adjustment if the Calculation Agent determines that the event affecting the Specified Currency or the Settlement Currency was not attributable to the Issuer, but substantially alters the economics of the Securities compared to the economics as of the Issue Date. The Calculation Agent shall give notice to the Holders of Securities of any such adjustment in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable.

(v) Rebasing

If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the "**Rebased Index**") will be used for purposes of determining the Relevant Level from the date of such rebasing; provided, however, that the Calculation Agent may make (A) if Related Bond is specified as applicable in the applicable Final Terms, any adjustments as are made pursuant to the terms and conditions of the Related Bond, if any, to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as before the rebasing, and/or (B) if Related Bond is specified as not applicable in the applicable Final Terms or a Related Bond Redemption Event has occurred, the Calculation Agent may make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased and in each case the Calculation Agent may make any adjustment(s) to any amount payable under the Securities and/or any other term of the Securities as the Calculation Agent may deem necessary acting in good faith and in a commercially reasonable manner. If the Calculation Agent determines that neither (A) nor (B) above would produce a commercially reasonable result, the Calculation Agent may notify the Issuer and on such notification the Issuer shall redeem each Note or Certificate, or cancel each Warrant, as applicable, on a date notified by the Issuer to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable, in which event the Issuer will pay to each Holder of Securities in respect of each such Security or, if Units are specified in the applicable Final Terms, each Unit, held by him an amount equal to its Early Redemption

Amount (in the case of Notes and Certificates) in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates as applicable or the Early Termination Amount (in the case of Warrants) in accordance with Condition 8(c) of the Warrants. Notice of any adjustment, redemption of the Securities or determination pursuant to this paragraph shall be given to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable.

(vi) Index Modification

- (a) If on or prior to the Cut-Off Date in respect of any Valuation Date, the Calculation Agent determines that an Index Modification has occurred the Calculation Agent may (A) if Related Bond is specified as applicable in the applicable Final Terms, make any adjustments to the Inflation Index, any Relevant Level and/or any other relevant term of the Securities (including, without limitation, any amount payable under the Securities), consistent with any adjustments made to the Related Bond as the Calculation Agent deems necessary, acting in good faith and in a commercially reasonable manner or (B) if Related Bond is specified as not applicable in the applicable Final Terms or a Related Bond Redemption Event has occurred make only those adjustments to the relevant Inflation Index, any Relevant Level and/or any other term of the Securities (including, without limitation, any amount payable under the Securities), as the Calculation Agent deems necessary acting in good faith and in a commercially reasonable manner for the modified Inflation Index to continue as the Inflation Index and to account for the economic effect of the Index Modification.
- (b) If the Calculation Agent determines that an Index Modification has occurred at any time after the Cut-Off Date in respect of any Valuation Date, the Calculation Agent may determine either (A) to ignore such Index Modification for the purposes of any calculation or determination made by the Calculation Agent with respect to such Valuation Date, in which case the relevant Index Modification will be deemed to have occurred with respect to the immediately succeeding Valuation Date such that the provisions of sub paragraph (a) above will apply, or, (B) notwithstanding that the Index Modification has occurred following the Cut-Off Date, to make any adjustments as the Calculation Agent deems fit in accordance with sub-paragraph (a) above.

(vii) Index Cancellation

If the Calculation Agent determines that an Index Cancellation has occurred, it may:

- (a) elect, for the Calculation Agent, to calculate the relevant Interest Amount and/or relevant level using in lieu of a published level for that Inflation Index, a level for the Inflation Index as determined by the Calculation Agent in accordance with the formula for and method of calculating that Inflation Index last in effect prior to cancellation; or
- (b) unless (in the case of Notes or Certificates) Highest Value, Market Value or Monetisation Option are specified as applicable in the applicable Final Terms, require the Issuer to redeem each Note or Certificate, or cancel each Warrant, as applicable, and if it so requires, the Issuer shall redeem each Note or Certificate and cancel each Warrant on the date notified by the Issuer to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable, in which event the Issuer will pay to each Holder of Securities in respect of such Security held by him an amount equal to its Early Redemption Amount (in the case of Notes or Certificates) in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable, or its Early Termination Amount (in the case of Warrants) in accordance with Condition 8(c) of the Warrants, as applicable, payment being made in such manner as shall be notified to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants, or Condition 19 of the Certificates, as applicable.

- (c) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(ix) (in the case of Notes) or in accordance with Condition 8(e)(viii) (in the case of Certificates);
- (d) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(x) (in the case of Notes), in accordance with Condition 8(e)(ix) (in the case of Certificates);
- (e) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(xi) (in the case of Notes) or in accordance with Condition 8(e)(x) (in the case of Certificates); or
- (f) in the case of Notes and Certificates only, where one of the Highest Value, Market Value or Monetisation Option is specified as applicable in the applicable Final Terms in respect of an Index Cancellation, if the Calculation Agent determines that such Index Cancellation constitutes a force majeure, and if Inflation Linked Condition 3(vii)(f) is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities, an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs is applicable.

(viii) General

In determining to take a particular action as a result of any of the circumstances set out in Inflation Linked Condition 3(i) to 3(vii) (inclusive) above, the Calculation Agent is under no duty to consider the interests of Holders of Securities or any other person. In making any determination as to which action to take following the occurrence of the aforementioned circumstances, none of the Calculation Agent, the Issuer or the Swap Counterparty (to the extent permitted by any applicable law) shall be responsible for any loss (including liability in respect of interest), underperformance or opportunity cost suffered or incurred by Holders of Securities or any other person in connection with the Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Securities.

#### 4. Definitions

"**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.

"**Cut-Off Date**" means, in respect of a Valuation Date, five Business Days prior to such Valuation Date, unless otherwise stated in the applicable Final Terms.

**"Delayed Index Level Event"** means, in respect of any Valuation Date, that the Index Sponsor fails to publish or announce the Relevant Level.

**"Fallback Bond"** means a bond selected by the Calculation Agent and issued by the government of the country to whose level of inflation the Inflation Index relates and which pays a coupon or redemption amount which is calculated by reference to the Inflation Index, with a maturity date which falls on (a) the same day as the Maturity Date, the Settlement Date, or the Redemption Date, as applicable, (b) the next longest maturity after the Maturity Date, the Settlement Date, or the Redemption Date, as applicable, if there is no such bond maturing on the Maturity Date, the Redemption Date, or the Settlement Date or (c) the next shortest maturity before the Maturity Date, the Settlement Date, or the Redemption Date, as applicable, if no bond defined in (a) or (b) is selected by the Calculation Agent. If the Inflation Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays a coupon or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Calculation Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged).

**"Final Fixing Date"** means the date specified as such in the applicable Final Terms or the applicable month specified as such in the applicable Final Terms.

**"Index Cancellation"** means a level for the Inflation Index has not been published or announced for two consecutive months and/or the Index Sponsor cancels the Inflation Index and/or the Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index and no Successor Inflation Index exists.

**"Index Modification"** means the Index Sponsor announces that it will make (in the opinion of the Calculation Agent) a material change in the formula for or the method of calculating the Inflation Index or in any other way materially modifies the Inflation Index.

**"Index Sponsor"** means the entity that publishes or announces (directly or through an agent) the level of the relevant Inflation Index which as of the Issue Date of the Securities is the index sponsor in the applicable Final Terms.

**"Inflation Index"** or **"Inflation Indices"** means the index or indices specified in the applicable Final Terms and related expressions shall be construed accordingly.

**"Initial Fixing Date"** means the date specified as such in the applicable Final Terms or the applicable month specified as such in the applicable Final Terms.

**"Rebased Index"** has the meaning given to it under Inflation Linked Condition 3 above.

**"Reference Month"** means the calendar month specified in the applicable Final Terms for which the level of the Inflation Index was reported, regardless of when this information is published or announced. If the period for which the Relevant Level was reported is a period other than a month, the Reference Month shall be the period for which the Relevant Level was reported.

**"Related Bond"** means the bond specified as such in the applicable Final Terms. If the Related Bond specified in the applicable Final Terms is "Fallback Bond", then for any Related Bond determination, the Calculation Agent shall use the Fallback Bond. If no bond is specified in the applicable Final Terms as the Related Bond and "Fallback Bond: Not applicable" is specified in the applicable Final Terms there will be no Related Bond. If a bond is selected as the Related Bond in the applicable Final Terms and that bond redeems or matures before the relevant Maturity Date, Settlement Date, or Redemption Date, as applicable, unless "Fallback Bond: Not applicable" is specified in the applicable Final Terms, the Calculation Agent shall use the Fallback Bond for any Related Bond determination.

**"Related Bond Redemption Event"** means, if specified as applicable in the applicable Final Terms, at any time prior to the Maturity Date, Settlement Date or Redemption Date, as applicable, (i) the Related Bond is redeemed, repurchased or cancelled, (ii) the Related Bond becomes repayable prior to its stated date of maturity for whatever reason, or (iii) the issuer of the Related Bond announces that the Related Bond will be redeemed, repurchased or cancelled prior to its stated date of maturity.

**"Relevant Level"** means, in respect of any Valuation Date or the Initial Fixing Date, the level of the Inflation Index, in respect of any Reference Month which is to be utilised in any calculation or determination to be made by the Issuer or the Calculation Agent in respect of such Valuation Date or the Initial Fixing Date, at any time on or prior to the Cut-Off Date.

**"Settlement Price"** means, unless otherwise stated in the applicable Final Terms, in relation to each Cash Settled Security, the Relevant Level.

**"Settlement Price Date"** means the Strike Date or the Valuation Date, as the case may be.

**"Strike Date"** means the date specified as such in the applicable Final Terms or, if so specified in the applicable Final Terms, the Initial Fixing Date.

**"Strike Day"** means each date specified as such in the applicable Final Terms .

**"Strike Period"** means the period specified as such in the applicable Final Terms.

**"Substitute Inflation Index Level"** means, in respect of a Delayed Index Level Event, the index level determined by the Issuer in accordance with Inflation Linked Condition 1 above.

**"Successor Inflation Index"** has the meaning given to it in under Inflation Linked Condition 2 above.

**"Valuation Date"** means the date (in the case of Warrants) or the Interest Valuation Date and/or Redemption Valuation Date (in the case of Notes and Certificates) and/or the Final Fixing Date specified in the applicable Final Terms.

## ANNEX 7

## ADDITIONAL TERMS AND CONDITIONS FOR CURRENCY LINKED SECURITIES

*The terms and conditions applicable to Currency Linked Securities shall comprise, in the case of Notes, the Terms and Conditions of the Notes (as set out under the heading "Terms and Conditions of the Notes" above and, for the avoidance of doubt, not including Annexes 1 to 12), in the case of Warrants, the Terms and Conditions of the Warrants (as set out under the heading "Terms and Conditions of the Warrants" above and, for the avoidance of doubt, not including Annexes 1 to 9 or 11), and, in the case of Certificates, the Terms and Conditions of the Certificates (as set out under the heading "Terms and Conditions of the Certificates" above and, for the avoidance of doubt, not including Annexes 1 to 12) as applicable (the "**Conditions**") and the additional Terms and Conditions for payouts (as set out in Annex 1 under the heading "Additional Terms and Conditions for Payouts" above) (the "**Payout Conditions**") and the additional Terms and Conditions set out below (the "**Currency Linked Conditions**") and any other additional Terms and Conditions that may be specified in the Final Terms (the "**Additional Terms and Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Currency Linked Conditions, the Currency Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Currency Linked Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

**1. Definitions**

**"Averaging Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Linked Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Disrupted Day"** means any Scheduled Trading Day on which the Calculation Agent determines that a Disruption Event has occurred;

**"Dual Exchange Rate"** means that any of the Base Currency, Subject Currency and/or Subject Currencies, splits into dual or multiple currency exchange rates;

**"FX Averaging Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Linked Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"FX Digital Level"** means:

- (a) if FX Digital Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for all the FX Averaging Dates;
- (b) if Single Resettable Level is specified as applicable in the applicable Final Terms, the Settlement Price on the FX Digital Observation Date plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment; or
- (c) if Multiple Resettable Level is specified as applicable in the applicable Final Terms, in respect of a Resettable Period, the Settlement Price on the FX Digital Observation Date specified for such Resettable Period plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

**"FX Digital Observation Date"** means each date specified as such in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Linked Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"FX Knock-in Level"** means:

- (a) if Knock-in Average Value is specified as applicable in the applicable Final Terms the arithmetic average of the Settlement Prices for all the Knock-in Averaging Dates;
- (b) if Single Resettable Knock-in is specified as applicable in the applicable Final Terms, the Settlement Price on the Knock-in Observation Date plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment; or
- (c) if Multiple Resettable Knock-in is specified as applicable in the applicable Final Terms, in respect of a Resettable Knock-in Period, the Settlement Price on the Knock-in Observation Date specified for such Resettable Knock-in Period plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

**"FX Knock-out Level"** means:

- (a) if Knock-out Average Value is specified as applicable in the applicable Final Terms the arithmetic average of the Settlement Prices for all the Knock-out Averaging Dates;
- (b) if Single Resettable Knock-out is specified as applicable in the applicable Final Terms, the Settlement Price on the Knock-out Observation Date plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;
- (c) if Multiple Resettable Knock-out is specified as applicable in the applicable Final Terms, in respect of a Resettable Knock-out Period, the Settlement Price on the Knock-out Observation Date specified for such Resettable Knock-out Period plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

**"Illiquidity Disruption"** means the occurrence of any event in respect of any of the Base Currency, Subject Currency and/or Subject Currencies whereby it becomes impossible for the Swap Counterparty to obtain a firm quote for such currency in an amount deemed necessary by the Swap Counterparty to hedge its obligations under the Securities (in one or more transaction(s)) on the relevant Averaging Date or any Settlement Price Date (or, if different, the day on which rates for such Averaging Date or Settlement Price Date would, in the ordinary course, be published or announced by the relevant Price Source);

**"Knock-in Averaging Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Linked Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Knock-out Averaging Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Linked Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Knock-in Observation Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Linked Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Knock-out Observation Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Linked Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Observation Date"** means each date specified as an Observation Date in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in



respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Linked Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Price Source"** means the published source, information vendor or provider containing or reporting the rate or rates from which the Settlement Price is calculated as specified in the applicable Final Terms;

**"Price Source Disruption"** means that it becomes impossible to obtain the rate or rates from which the Settlement Price is calculated;

**"Protected Amount"** means the amount specified as such in the applicable Final Terms;

**"Resettable Knock-in Period"** means the period specified as such in the applicable Final Terms;

**"Resettable Knock-out Period"** means the period specified as such in the applicable Final Terms;

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

**"Scheduled Trading Day"** means a day on which commercial banks are open (or, but for the occurrence of a Disruption Event or a Dual Currency Disruption Event, as the case may be would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the principal financial centres of the Base Currency and Subject Currency or Subject Currencies;

**"Settlement Price Date"** means each Averaging Date, Strike Day, Strike Date, FX Averaging Dates, FX Digital Observation Date, Knock-in Averaging Date, Knock-out Averaging Date, Knock-in Observation Date, Knock-out Observation Date, Observation Date or Valuation Date, as the case may be;

**"Specified Maximum Days of Disruption"** means the number of days specified in the applicable Final Terms, or if not so specified, five Scheduled Trading Days;

**"Strike Date"** means the Strike Date specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of Currency Linked Condition such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Linked Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Strike Day"** means each date specified as such in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless in the opinion of the Calculation Agent, any such

day is a Disrupted Day, in which case the provisions of Currency Linked Condition 3 (*Consequences of a Disruption Event*) shall apply;

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

**"Valid Date"** means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

**"Valuation Date"** means the date (in the case of Warrants), or the Interest Valuation Date and/or the Redemption Valuation Date (in the case of Notes or Certificates) specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Linked Condition 3 (*Consequences of a Disruption Event*) shall apply; and

**"Valuation Time"** means, unless otherwise specified in the applicable Final Terms, the time at which the Price Source publishes the relevant rate or rates from which the Settlement Price is calculated.

## 2. **Disruption Events**

Unless Dual Currency Certificates is specified as applicable in the applicable Final Terms, the occurrence of any of the following events, in respect of any Base Currency, Subject Currency and/or Subject Currencies, shall be a Disruption Event:

- (a) Price Source Disruption;
- (b) unless specified as not applicable in the applicable Final Terms, Illiquidity Disruption;
- (c) Dual Exchange Rate; or
- (d) any other event that, in the opinion of the Calculation Agent, is analogous to (a), (b)(if applicable) or (c).

The Calculation Agent shall give notice as soon as practicable to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, of the occurrence of a Disrupted Day on any day that but for the occurrence of the Disrupted Day would have been an Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be.

## 3. **Consequences of a Disruption Event**

Upon a Disruption Event occurring or continuing on any Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be published by the Price Source) as determined by the Calculation Agent, the Calculation Agent shall apply the applicable Disruption Fallback in determining the consequences of the Disruption Event.

**"Disruption Fallback"** means a source or method that may give rise to an alternative basis for determining the Settlement Price when a Disruption Event occurs or exists on a day that is a Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be published or announced by the Price Source). The Calculation Agent shall take the relevant actions specified in either (a), (b) or (d) (in the case of Warrants) or (a),(c) or (d) (in the case of Notes and Certificates) below.

- (a) if any Settlement Price Date is a Disrupted Day, the Calculation Agent will determine that the relevant Settlement Price Date, as the case may be, shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day (in the case of any Settlement Price Date) or Valid Date (in the case of an Averaging Date or Strike Day) unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the originally scheduled Settlement Price Date is a Disrupted Day in which case the Calculation Agent may determine that the last such consecutive Scheduled Trading Day shall be deemed to be the Settlement Price Date (irrespective of whether that last consecutive Scheduled Trading Day is already a Settlement Price Date) and may determine the relevant value, level or price by using commercially reasonable efforts to determine a level for the Subject Currency as of the Valuation Time on the last such consecutive Scheduled Trading Day taking into consideration all available information that in good faith it deems relevant; or
- (b) in the case of Warrants, if any Settlement Price Date is a Disrupted Day but is not the final Valuation Date on giving notice to Warrantholders in accordance with Condition 17 of the Warrants, the Issuer shall cancel all but not some only of the Warrants, each Warrant being cancelled by payment of an amount equal to its Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payment shall be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 of the Warrants; or
- (c) in the case of Notes and Certificates:
  - (i) if any Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, unless any of Delayed Redemption on Occurrence of a Disruption Event, Highest Value, Market Value or Monetisation Option are not specified as applicable in the applicable Final Terms, the Issuer may redeem the Securities by giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, as applicable, If the Securities are so redeemed the Issuer shall redeem each such Note or Certificate by payment of an amount equal to its Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable, payment being made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as applicable; or
  - (ii) if any Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, and if Delayed Redemption on Occurrence of a Disruption Event is specified as being applicable in the applicable Final Terms, on the Maturity Date (in the case of Notes) or on the Redemption Date (in the case of Certificates) the Issuer shall redeem each Note or Certificate, as applicable, at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms) and (y) the Swap Early Termination Amount (if any).  
  
 For the purposes of this Currency Linked Condition 3(c)(ii) "**Swap Early Termination Amount**" means an amount (if any) equal to, in respect of each Note or Certificate, and subject to a minimum of zero, a *pro rata share* of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap Agreement in whole or in part and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure);
  - (iii) if any Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, and if Highest Value is specified as being applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to

each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(ix) (in the case of Notes) or in accordance with Condition 8(e)(viii) (in the case of Certificates);

- (iv) if any Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, and if Market Value is specified as being applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(x) (in the case of Notes) or in accordance with Condition 8(e)(ix) (in the case of Certificates);
- (v) if any Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, and if Monetisation Option is specified as being applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(xi) (in the case of Notes) or in accordance with Condition 8(e)(x) (in the case of Certificates);
- (vi) if any Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date where one of the Highest Value, Market Value or Monetisation Option is specified as applicable in the applicable Final Terms in respect of a Disruption Event, if the Calculation Agent determines that such Disruption Event constitutes a force majeure, and if Currency Linked Condition 3(c)(vi) is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities (in the case of Notes and Certificates) and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities, calculated and paid on such date determined in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs is applicable; or
- (d) unless Disruption Event Postponement is specified as not applicable in the applicable Final Terms, notwithstanding any provisions in the Conditions to the contrary, postpone any payment date related to such Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be provided or announced by the Price Source), as the case may be (including the Maturity Date, Settlement Date or Redemption Date, as applicable) until the Business Day following the date on which a Disruption Event is no longer subsisting and no interest or other amount shall be paid by the Issuer in respect of such postponement.

In determining to take a particular action as a result of a Disruption Event, the Calculation Agent is under no duty to consider the interests of any Holders of Securities or any other person. In making any determination as to which action to take following the occurrence of a Disruption Event, (to the extent permitted by any applicable law) none of the Issuer, the Calculation Agent or Swap Counterparty shall be responsible for any loss (including any liability in respect of loss of interest), underperformance or opportunity cost suffered or incurred by Holders of Securities or any other person in connection with the Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Securities.

#### 4. **Settlement Price**

**"Settlement Price"** means in respect of a Subject Currency and a Settlement Price Date, and subject to Currency Linked Condition 3 above, an amount equal to the spot rate of exchange appearing on the Relevant Screen Page specified in the applicable Final Terms at the Valuation Time on such Settlement Price Date, for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of the Subject Currency for which one unit of the Base 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 Subject Currency/Base Currency exchange rates (expressed as aforesaid) at the Valuation Time on the relevant Settlement Price Date, of two or more leading dealers (as selected by the Calculation Agent) on a foreign exchange market (as selected by the Calculation Agent), provided that if the relevant rate of exchange is derived from two or more rates of exchange, the Settlement Price shall be calculated by the Calculation Agent as provided above acting in good faith and in a commercially reasonable manner on the basis of each such rate of exchange.

#### 5. **Dual Currency Certificates**

If "Dual Currency Certificates" is specified as applicable in the applicable Final Terms, Currency Linked Conditions 5 to 10 (inclusive) will apply.

#### 6. **Dual Currency Definitions**

**"DCC Dual Exchange Rate"** means that one or more rates used to determine the Dual Currency Rate on a relevant day splits into dual or multiple currency exchange rates.

**"DCC Illiquidity Disruption"** means the occurrence of any event in respect of any of the Base Currency and/or the Subject Currency, whereby it becomes impossible for the Calculation Agent or Issuer to obtain a firm quote for such currency in an amount determined necessary by the Calculation Agent or Issuer to hedge its obligations under the (in one or more transaction(s)) on the relevant Dual Currency Determination Date.

**"Dual Currency Condition"** means, in respect of a Dual Currency Determination Date, that the Dual Currency Rate in respect of such Dual Currency Determination Date is (a) "greater than", (b) "greater than or equal to", (c) "less than" or (d) "less than or equal to" the Strike Rate, as specified in the applicable Final Terms.

**"Dual Currency Determination Date"** means each date specified as such in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the determination of the Calculation Agent, such day is a Dual Currency Disrupted Day, in which case the provisions of Currency Linked Condition 10 (*Consequences of a Dual Currency Disruption Event*) shall apply.

**"Dual Currency Disrupted Day"** means any Scheduled Trading Day on which the Calculation Agent determines that a Dual Currency Disruption Event has occurred.

**"Dual Currency Disruption Event"** means the occurrence of any of the following events, in respect of the Subject Currency or the Base Currency:

- (a) unless specified as not applicable in the applicable Final Terms, a DCC Illiquidity Disruption;
- (b) a DCC Dual Exchange Rate; or
- (c) any other event that, in the opinion of the Calculation Agent, is analogous to (a) (if applicable) or (b).

**"Dual Currency Rate"** means the rate of exchange of the Base Currency into the Subject Currency at the Valuation Time on the relevant Dual Currency Determination Date (expressed as a number

of units (or part units) of the Subject Currency for which one unit of the Base Currency can be exchanged), as determined by the Calculation Agent by reference to the Relevant Screen Page specified in the applicable Final Terms (or any successor page thereto), provided that, if such rate of exchange is not available from such Relevant Screen Page at such time, the rate determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

**"Strike Rate"** means the rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as a number of units (or part units) of the Subject Currency for which one unit of the Base Currency can be exchanged) specified in the applicable Final Terms.

#### 7. **Settlement Currency**

If:

- (a) Dual Currency Condition 1 is specified as applicable in the applicable Final Terms, the Settlement Currency in respect of the relevant Interest Amount, the relevant Premium Amount or the Cash Settlement Amount (as the case may be) will be (i) the Base Currency if the Dual Currency Condition on the relevant Dual Currency Determination Date is satisfied, otherwise (ii) the Subject Currency; or
- (b) Dual Currency Condition 2 is specified as applicable in the applicable Final Terms, the Settlement Currency in respect of the relevant Interest Amount or the relevant Premium Amount will be the Base Currency and the Settlement Currency in respect of the Cash Settlement Amount will be (i) the Base Currency if the Dual Currency Condition on the relevant Dual Currency Determination Date is satisfied, otherwise (ii) the Subject Currency.

#### 8. **Dual Currency Cash Settlement Amount**

In respect of Currency Linked Securities where Dual Currency Certificates is specified as applicable in the applicable Final Terms, the definition of "Cash Settlement Amount" in Condition 6(a) (*Method of Payment*) of the Certificates shall be deleted and replaced with the following:

**"Cash Settlement Amount"** shall be an amount (which may never be less than zero) to which the Holder of Securities is entitled in the Settlement Currency in relation to each such 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 if Rounding Convention 2 is specified as applicable in the applicable Final Terms, the Cash Settlement Amount shall not be subject to rounding but Securities of the same Series held by the same Holder of Securities will be aggregated for the purpose of determining the aggregate Cash Settlement Amount in respect of such 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.

If the Dual Currency Condition is satisfied, the Cash Settlement Amount will be converted into the Settlement Currency at the Strike Rate."

#### 9. **Dual Currency Interest or Premium Amount**

If Dual Currency Condition 1 is specified as applicable in the applicable Final Terms, notwithstanding the provisions of Condition 4 (*Interest*) of the Certificates (in the case of any amount of interest payable in respect of the Securities) and/or notwithstanding the provision of Condition 5 (*Premium Amount*) of the Certificates (in the case of any Premium Amount payable in respect of the Certificates), if the Dual Currency Condition is satisfied on the relevant Dual Currency Determination Date the amount of interest or the Premium Amount, as applicable, will be converted into the Settlement Currency at the Strike Rate.

**10. Consequences of a Dual Currency Disruption Event**

If a Dual Currency Determination Date is a Dual Currency Disrupted Day as determined by the Calculation Agent, the Calculation Agent will determine that the Dual Currency Determination Date shall be the first succeeding Scheduled Trading Day that is not a Dual Currency Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the originally scheduled Dual Currency Determination Date is a Dual Currency Disrupted Day, in which case the Calculation Agent may determine that the last such consecutive Scheduled Trading Day shall be deemed to be the relevant Dual Currency Determination Date (irrespective of whether that last consecutive Scheduled Trading Day is already a Dual Currency Determination Date) and will determine the Dual Currency Rate by using commercially reasonable efforts to determine a rate of exchange of the Subject Currency into the Base Currency as of the Valuation Time on the last such consecutive Scheduled Trading Day.

Upon the occurrence of a Dual Currency Disrupted Day on any day that but for the occurrence of the Dual Currency Disrupted Day would have been a Dual Currency Determination Date, the Calculation Agent shall give notice as soon as practicable to Holders in accordance with Condition 19 (*Notices*) of the Certificates.

## ANNEX 8

## ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED SECURITIES

*The terms and conditions applicable to Fund Linked Securities shall comprise, in the case of Notes, the Terms and Conditions of the Notes (as set out under the heading "Terms and Conditions of the Notes" above and, for the avoidance of doubt, not including Annexes 1 to 12), in the case of Warrants, the Terms and Conditions of the Warrants (as set out under the heading "Terms and Conditions of the Warrants" above and, for the avoidance of doubt, not including Annexes 1 to 9 or 11), and, in the case of Certificates, the Terms and Conditions of the Certificates (as set out under the heading "Terms and Conditions of the Certificates" above and, for the avoidance of doubt, not including Annexes 1 to 12) as applicable (the "**Conditions**") and the additional Terms and Conditions for payouts (as set out in Annex 1 under the heading "Additional Terms and Conditions for Payouts" above) (the "**Payout Conditions**") and the additional Terms and Conditions set out below (the "**Fund Linked Conditions**") and any other additional Terms and Conditions that may be specified in the Final Terms (the "**Additional Terms and Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Fund Linked Conditions and/or the Additional Terms and Conditions, the Fund Linked Conditions and/or the Additional Terms and Conditions (as applicable) shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Fund Linked Conditions and/or the Additional Terms and Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

*Fund Linked Conditions 1 to 6 (inclusive) apply to Fund Linked Securities other than Fund Linked Securities relating to Euro Funds.*

**1. Definitions**

"**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.

"**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, EUR50,000,000 or (ii) a Hedge Fund or a Pool Investment Vehicle, EUR100,000,000, or the equivalent in any other currency.

"**Averaging Date**" means each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Fund Business Day, the immediately succeeding Fund Business Day.

"**Basket Trigger Event**" means that an Extraordinary Fund Event has occurred in respect of one or more Funds comprising the Fund Basket or the Fund Index, as the case may be, 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 or the Fund Index, as the case may be, 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, means 50 per cent.

"**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, Maturity Date, Redemption Date, Automatic Early Redemption Date 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 acting in good faith and in a commercially reasonable manner.

"**Final Calculation Date**" means the date specified as such in the applicable Final Terms.



**"FRTB Information"** means sufficient information, including relevant risk sensitivities data, in a processable format to enable the Issuer, the Swap Counterparty, the Calculation Agent and/or the Hedge Provider or any of their affiliates, as the case may be, to calculate its market risk in relation to any holding of Fund Shares, as if it were holding the assets of the relevant Fund directly (where, such information shall be deemed to be in a "processable format" if the information can be used by the Issuer, the Swap Counterparty, the Calculation Agent and/or the Hedge Provider or any of their affiliates to compute its market risk);

**"Fund"** means each Mutual Fund, Hedge Fund, Private Equity Fund or a Pool Investment Vehicle or, in the case of a Fund Index, each Fund Index Component comprised in such Fund Index.

**"Fund Basket"** means where the Securities are linked to the performance of Fund Shares of more than one Fund or more than one Fund Index, a basket comprising such Fund Shares, or Fund Indices, as the case may be.

**"Fund Business Day"** means either (i) with respect to a single Fund, Fund Business Day (Single Fund Share Basis), or (ii) in respect of a Fund Basket or a Fund Index, 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 or a Fund Index, a date (i) that is a Fund Valuation Date for all Fund Shares comprised in the Fund Basket or the Fund Index, as the case may be, and (ii) 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 by the Fund (or the Fund Service Provider that generally publishes or reports such value) in respect of such Fund Valuation 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, and (ii) 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 by the Fund (or the Fund Service Provider that generally publishes or reports such value) in respect of such Fund Valuation Date.

**"Fund Business Day (Single Fund Share Basis)"** means with respect to a Fund Share, a date (i) that is a Fund Valuation Date, and (ii) 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 by the Fund (or the Fund Service Provider that generally publishes or reports such value) in respect of such Fund Valuation Date.

**"Fund Documents"** means, unless specified otherwise in the applicable Final Terms, with respect to any Fund Share, any of (i) the offering document of the relevant Fund specifying, among other matters, the terms relating to such Fund Share, (ii) any other documents or agreements in respect of the Fund as further described in any Fund Document, including without limitation, the constitutive and governing documents, subscription agreements and other agreements of the Fund, in each case as may be further described in any the offering document described in (i) above and (iii) any other agreements between the Issuer, the Swap Counterparty, the Calculation Agent or the Hedge Provider, as applicable, and the Fund and/or any Fund Service Provider;

**"Fund Index"** means an index comprising one or more funds (each such Fund comprising a Fund Index a "Fund Index Component") and specified as a Fund Index in the applicable Final Terms.

**"Fund Index Sponsor"** means the entity that publishes or announces (directly or through an agent) the level of the Fund Index, which as of the Issue Date is the index sponsor specified in respect of a Fund Index in the applicable Final Terms.

**"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 adviser, 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 (i) 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 or (ii) in the case of a Fund Index, the shares (or other ownership interest) in a Fund Index Component comprised in each such Fund Index.

**"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.

**"Fundamental Review of the Trading Book"** or **"FRTB"** means the comprehensive suite of capital rules developed by the Basel Committee on Banking Supervision, implemented in the European Union as part of the revised Capital Requirements Regulation (Regulation (EU) 2019/876 (as amended or supplemented from time to time));

**"Hedge Fund"** means the hedge fund(s) specified as such in the applicable Final Terms.

**"Hedge Provider"** means the party (being, *inter alia*, the Issuer, the Guarantor (if applicable), the Swap Counterparty, the Calculation Agent, an Affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the Securities and/or the Swap Counterparty's obligations in respect of the Swap Agreement 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 (i) hold or be deemed to hold such number of Fund Shares, or (ii) 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 Securities.

**"Hedging Date"** has the meaning given to it in the applicable Final Terms.

**"Hypothetical Investor"** means a hypothetical investor in Fund Shares which is deemed to have the benefits and obligations, as provided in the relevant Fund Documents, of an investor holding the relevant number of Fund Shares at the relevant time (as determined by the Calculation Agent in the context of the relevant situation). 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 applicable), the Swap Counterparty, the Calculation Agent or any of their Affiliates (as determined by the Calculation Agent in the context of the relevant situation).

**"Initial Calculation Date"** means the date specified as such in the applicable Final Terms or, if not so specified, the Hedging Date.

**"Maximum Days of Disruption"** means the number of Fund Business Days specified in the applicable Final Terms, or if not so specified, 10 Fund Business Days;

**"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 a Fund Business Day, (i) the net asset value per Fund Share as of the related Fund Valuation Date, as reported 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 related 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 having violated any leverage restriction that is applicable to, or affects, such Fund or its assets by operation of any law, any order or judgement of any court or other agency of government, 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 or a Pool Investment Vehicle, 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.

**"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 or a Pool Investment Vehicle, 10 calendar days.

**"Observation Date"** means each date specified as an Observation Date in the applicable Final Terms, or if any such date is not a Fund Business Day, the immediately following Fund Business Day.

**"Pool Investment Vehicle"** means the pool investment vehicle(s) specified as such in the applicable Final Terms;

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

**"Protected Amount"** means the amount specified as such in the applicable Final Terms.

**"Private Equity Fund"** means the private equity fund(s) specified as such in the applicable Final Terms.

**"Scheduled Trading Day"** means, if the Securities are Hybrid Securities and Hybrid Business Day is specified as applicable in the applicable Final Terms, for the purpose of determining whether a day is a Hybrid Business Day, a Fund Business Day;

**"Settlement Price"** means, in relation to each Cash Settled Security, subject to the provisions of this Annex and as referred to in "Valuation Date" or "Averaging Date" or "Observation Date", as the case may be:

- (i) in the case of Fund Linked Securities relating to a Basket of Fund Indices and in respect of each Fund Index comprising the Basket of Fund Indices, an amount (which shall be deemed to be a monetary value in the Fund Index Currency) equal to the official level for each such

Fund Index published by the Fund Index Sponsor as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of each such Fund Index determined by the Calculation Agent at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, the Strike Date, Observation Date or the Valuation Date, as the case maybe, or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant Weighting; and

- (ii) in the case of Fund Linked Securities relating to a single Fund Index, an amount equal to the official level of the Fund Index published by the Fund Index Sponsor as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of the Fund Index determined by the Calculation Agent at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, the Strike Date, Observation Date or the Valuation Date, as the case maybe, or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date.

**"Settlement Price Date"** means the Strike Date, an Averaging Date, an Observation Date or a Valuation Date, as the case may be;

**"Strike Date"** means the Strike Date specified as such in the applicable Final Terms or, if such day is not a Fund Business Day, the immediately succeeding Fund Business Day;

**"Strike Day"** means each date specified as such in the applicable Final Terms or, if such day is not a Fund Business Day, the immediately succeeding Fund Business Day;

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

**"Swap Early Termination Amount"** means an amount (if any) equal to, in respect of each Note or Certificate, and subject to a minimum of zero, a *pro rata* share of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap Agreement in whole or in part, and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure);

**"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:

- (A) unless Highest Value, Market Value or Monetisation Option are specified in the applicable Final Terms as applicable, in respect of Notes and Certificates, an amount per Note or Certificate determined as:
  - (i) the amount specified in the applicable Final Terms; or
  - (ii) if Delayed Redemption on Occurrence of an Extraordinary Fund Event is specified as being applicable in the applicable Final Terms, the sum of:
    - (1) the Protected Amount; and
    - (2) the Swap Early Termination Amount;
  - (iii) if Delayed Redemption on Occurrence of an Extraordinary Fund Event is not specified as being applicable in the applicable Final Terms, the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates; or

- (iv) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(ix) (in the case of Notes) or in accordance with Condition 8(e)(viii) (in the case of Certificates);
  - (v) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined in accordance with Condition 7(e)(x) (in the case of Notes) or in accordance with Condition 8(e)(ix) (in the case of Certificates);
  - (vi) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined in accordance with Condition 7(e)(xi) (in the case of Notes) or in accordance with Condition 8(e)(x) (in the case of Certificates); or
  - (vii) in the case of Notes and Certificates only, where one of the Highest Value, Market Value or Monetisation Option is specified as applicable in the applicable Final Terms in respect of an Extraordinary Fund Event, if the Calculation Agent determines that the relevant Extraordinary Fund Event or combination of Extraordinary Fund Events constitutes a force majeure, and if Fund Force Majeure is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities, calculated and paid on such date determined in accordance with Condition 7(v) (in the case of Notes) or in accordance with Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs is applicable; or
- (B) in the case of Warrants, an amount per Warrant equal to the Early Termination Amount determined in accordance with Condition 8(c) of the Warrants.

**"Termination Date"** means (i) the date determined by the Calculation Agent, as provided herein, and specified in the notice given to Holders of Securities in accordance with Fund Linked Condition 4.2(c), or (ii) in the case of Notes, if Delayed Redemption on Occurrence of an Extraordinary Fund Event is specified as being applicable in the applicable Final Terms, the Maturity Date, or (iii) in the case of Certificates, if Delayed Redemption on Occurrence of an Extraordinary Fund Event is specified as being applicable in the applicable Final Terms, the Redemption Date.

**"Trade Date"** has the meaning given to it in the applicable Final Terms.

**"Valuation Date"** means (i) in respect of the Notes and Certificates, the Interest Valuation Date and/or Automatic Early Redemption Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Fund Business Day, the immediately succeeding Fund Business Day and (ii) in respect of the Warrants, the first Fund Business Day following the Actual Exercise Date of the relevant Warrant.

**"Valuation Time"** means the Valuation Time specified in the applicable Final Terms.

**"Volatility Trigger Event"** means, in respect of the Fund Shares and any Fund Business Day following the Trade Date, that the annualised realised volatility of the NAV per Fund Share in respect

of the relevant Volatility Trigger Period is greater than the Volatility Trigger Percentage, provided that, the Calculation Agent shall determine the annualised realised volatility of the NAV per Fund Share in respect of the relevant Volatility Trigger Period acting in good faith and in a commercially reasonable manner, using its own internal valuation methodology, data and systems and, to the extent required, external systems and data provided by third parties;

**"Volatility Trigger Percentage"** means the percentage specified as such in the applicable Final Terms; and

**"Volatility Trigger Period"** means, in respect of any Fund Business Day, the period specified as such in the applicable Final Terms or, if not so specified, a period of one calendar year in each case ending on (but excluding) such Fund Business Day.

## 2. Extraordinary Fund Events

Subject to the provisions of Fund Linked 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 any 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 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 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 the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, 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 determination of the Calculation Agent acting in good faith and in a commercially reasonable manner, 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 has had or may have an adverse impact on: (a) the value of the Fund Shares and/or on the rights and/or remedies of any investor in such Fund Shares or (b) the hedging implemented by the Hedge Provider and/or on the rights and/or remedies of the Hedge Provider; 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 material deviation, or any announcement regarding a potential future material modification or material deviation, of the Fund (including but not limited to a material modification of or material deviation from the Fund Documents or a material modification to or material deviation from the Fund's liquidity terms, including, without limitation, the application of any gating, deferral, suspension or other similar provisions permitting the Fund to delay or refuse redemption or transfer of Fund Shares) other than a modification, deviation 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 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 the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, 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 the Calculation Agent determines, at any time, that (i) 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;
- 2.23 in the case of a Hedge Fund or Pool Investment Vehicle, 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, acting in good faith and in a commercially reasonable manner, 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; or
- 2.24 if Volatility Trigger Event is specified as applicable in the applicable Final Terms, a Volatility Trigger Event occurs.

**Reporting Events:**

- 2.25 any failure of the Fund, or its authorised representative, to deliver or publish, or cause to be delivered or published, (a)(i) information that the Fund has agreed to deliver or publish, or agreed to cause to be delivered or published, to the Calculation Agent, (ii) information of a type that has been previously delivered to the Calculation Agent, or (iii) information that the Calculation Agent may reasonably request, in each case, in accordance with the Fund's, or its authorised representative's, normal practice and that the Calculation Agent deems necessary or desirable for it to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the Fund Share or (b)(i) information that the Fund has agreed to deliver or publish, or agreed to cause to be delivered or published, to the Hedge Provider, (ii) information of a type that has been previously delivered to the Hedge Provider, or (iii) information that the Hedge Provider



may reasonably request, in each case, in accordance with the Fund's, or its authorised representative's, normal practice and that the Hedge Provider deems necessary or desirable for it to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the Fund Share;

- 2.26 any Fund Service Provider fails to provide (a) the Calculation Agent within a reasonable time and in a format acceptable to the Calculation Agent any information that the Calculation Agent has reasonably requested regarding the investment portfolio or other activities or undertakings of the Fund or that may be required for the Calculation Agent to comply with its regulatory obligations or (b) the Hedge Provider within a reasonable time and in a format acceptable to the Hedge Provider any information that the Hedge Provider has reasonably requested regarding the investment portfolio or other activities or undertakings of the Fund or that may be required for the Hedge Provider to comply with its regulatory obligations; or
- 2.27 any failure of the Fund, its authorised representative or any Fund Service Provider, as the case may be, to (a) make publicly available, either on a voluntary basis or as required by applicable laws and regulations, FRTB Information or (b)(i) provide the Issuer, the Swap Counterparty and/or the Calculation Agent with FRTB Information, which in each case, would be reasonably likely to result in the Issuer, the Swap Counterparty and/or the Calculation Agent or any of their affiliates incurring materially increased capital requirements (as compared to the Trade Date) in respect of its holding of any Fund Shares pursuant to the Fundamental Review of the Trading Book or (ii) provide any Hedge Provider with FRTB Information, which in each case, would be reasonably likely to result in any Hedge Provider or any of their affiliates incurring materially increased capital requirements (as compared to the Trade Date) in respect of its holding of any Fund Shares pursuant to the Fundamental Review of the Trading Book;

**Tax/Law/Accounting/Regulatory Events:**

- 2.28 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 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 it or any of its Affiliates 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
- 2.29 (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 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:**

- 2.30 in connection with any hedging activities in relation to the 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 or cost 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 it or any of its Affiliates 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;
- 2.31 in connection with the hedging activities in relation to the Securities, if the cost to the Hedge Provider in relation to the Securities and the related hedging arrangements (including, but not limited to, new or increased taxes, duties, expenses or fees (or the combined effect thereof if occurring more than once)) would be materially increased or the Hedge Provider would be subject to a material loss relating to the Securities and the related hedging arrangements;
- 2.32 in connection with the hedging activities in relation to the 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 Swap Counterparty's obligations under the Swap Agreement or the Issuer's obligations under the 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
- 2.33 at any time on or after the Trade Date of the first issue of the Series, the Hedge Provider directly or indirectly acquires any ownership interest in or sponsors a covered fund that is not subject to an exemption under 12 U.S.C. §1851 (the "**U.S. Volcker Rule**");
- 2.34 at any time on or after the Trade Date, the Issuer or the Swap Counterparty (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 Securities;
- 2.35 at any time on or after the Trade Date of the first issue of the series of Securities, (i) the Hedge Provider unintentionally acquires directly or indirectly any ownership interest in a Fund that exceeds 10 per cent. of the total assets under management or (ii) as a consequence of changes in the performance, size, investment strategy or liquidity of a Fund, the Hedge Provider holds an ownership interest in such Fund that exceeds 10 per cent. of the total assets under management;

**Dealing Events:**

- 2.36 (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 determination of the Calculation Agent acting in good faith and in a commercially reasonable manner have an adverse impact on the Hedge Provider's rights or obligations in relation to its hedging activities in relation to the 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:**

- 2.37 in the case of Securities linked to a Fund Basket, or a Fund Index, a Basket Trigger Event occurs;
- 2.38 the Fund or any Fund Service Provider defaults under, materially modifies, or terminates any rebate agreements, fee agreements, financial arrangements or other similar arrangements in place with the Hedge Provider or any of its Affiliates;
- 2.39 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;
- 2.40 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
- 2.41 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 Deutschland GmbH, or any successor to the ratings business thereof ("**Moody's**"), and/or S&P Global Ratings Europe Limited, 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 Linked 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).

All of the events listed in this Fund Linked Condition 2 (Extraordinary Fund Events) will constitute an Extraordinary Fund Event, unless SC/FM Fund Events is specified as applicable in the applicable Final Terms, in which case the events described in Fund Linked Conditions 2.5(ii)(b), 2.13, 2.17, 2.25(b), 2.26, 2.27(b)(ii), 2.27(v), 2.28, 2.29(iv), 2.29(v), 2.30, 2.31, 2.32, 2.33, 2.34, 2.35, 2.36(iii) and 2.38 will not constitute an Extraordinary Fund Event.

### 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.

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 shall give notice (an "**Extraordinary Fund Event Notice**") to the Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, (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**") as soon as reasonably practicable following the determination of an Extraordinary Fund Event. The Extraordinary Fund Event Notice shall set out, if determined at that time, the action that the Calculation Agent has determined to take in respect of the Extraordinary Fund Event pursuant to Fund Linked Condition 4.2 (in the case of a Fund that is not a Fund Index Component) or Fund Linked Condition 4.3(c) (in the case of a Fund that is a Fund Index Component). Where the action that the Calculation Agent has determined to take is not, for whatever reason, set out in the Extraordinary Fund Event Notice, the action that it has determined to take shall be set out in a subsequent notice given to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, as soon as reasonably practicable after the Extraordinary Fund Event Notification Date.

Neither the Issuer nor the Calculation Agent shall be responsible for any loss, underperformance or opportunity cost suffered or incurred by any Holder of Securities or any other person in connection with the Securities as a result of any delay in notifying Holders of Securities of the occurrence of an Extraordinary Fund Event, howsoever arising. If the Calculation Agent gives an Extraordinary Fund Event Notice, the Issuer shall have no obligation to make any payment or delivery in respect of the Securities until the Calculation Agent has determined the action that the Issuer is to take pursuant to Fund Linked Condition 4.2 or Fund Linked Condition 4.3, as the case may be.

4.2 In the case of a Fund that is not a Fund Index Component, following the occurrence of an Extraordinary Fund Event, the Calculation Agent shall (i) to the extent that an equivalent adjustment or substitution or determination to take no action, as the case may be, has been made in respect of the relevant Swap Agreement, take the action described in (a) or (b) below or (ii) in the event that the circumstances giving rise to such Extraordinary Fund Event result in an Additional Termination Event occurring in respect of the relevant Swap Agreement, take the action set out in (c) below, provided that, if the Calculation Agent determines that an Extraordinary Fund Event has occurred or is continuing on the Delayed Payment Cut-off Date in accordance with the provisions of Fund Linked Condition 5 below, the Calculation Agent shall determine that the action to be taken in respect of the Extraordinary Fund Event is "**Termination**".

#### (a) **Adjustment**

If the Calculation Agent determines that the action to be taken by the Issuer in respect of the Extraordinary Fund Event is to be "Adjustment", then the Calculation Agent may determine, acting in good faith and in a commercially reasonable manner, the appropriate adjustment(s), if any, to be made to any one or more Fund, Fund Share and/or the Weighting and/or any of the other terms of these Fund Linked Conditions and/or the applicable Final Terms to take account of the Extraordinary Fund Event and determine the effective date of such adjustment.

## (b) Substitution

If the Calculation Agent, in good faith and in a commercially reasonable manner, determines that the action to be taken by the Issuer 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 (the "**Affected Fund**") in such number as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner 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 determination of the Calculation Agent (acting in good faith and in a commercially reasonable manner), has similar characteristics to the Affected 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 acting in good faith and in a commercially reasonable manner; and
- (iv) following any substitution in accordance with sub-paragraph (ii) or (iii) above, the Calculation Agent may make such determinations and/or adjustments to these Fund Linked Conditions and/or the applicable Final Terms as it determines to be appropriate to take account of such Substitution.

## (c) Termination

If the Calculation Agent determines that the action to be taken by the Issuer in respect of the Extraordinary Fund Event is to be "Termination", on giving notice to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, (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), all but not some only of the outstanding Securities shall be redeemed (in the case of Notes and Certificates) or cancelled (in the case of Warrants) by payment to the Holders of Securities of the Termination Amount on the Termination Date, payment being made in such a manner as shall be notified to the Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable.

4.3 In the case of a Fund that is a Fund Index Component, following the occurrence of an Extraordinary Fund Event, the Issuer may take the action described below in 4.3(a), (b) or (c):

- (a) if the Extraordinary Fund Event occurs or is subsisting on a Settlement Price Date, require the Calculation Agent to determine the relevant index level and the Settlement Price for such date using the NAV per Fund Share for each Fund Index Component comprising the relevant Fund Index in accordance with (A) and (B) below in accordance with the formula for and method of calculating the index level on the date on which the Extraordinary Fund Event occurs;

- (A) with respect to each Fund Index Component which is not affected by an Extraordinary Fund Event, the index level will be calculated using the NAV per Fund Share of such Fund Index Component on the relevant Settlement Price Date; and
- (B) with respect to each Fund Index Component which is affected by an Extraordinary Fund Event (each an "**Affected Fund Index Component**"), the index level will be calculated using the NAV per Fund Share of such Fund Index Component on the first Fund Business Day following the relevant Settlement Price Date on which no Extraordinary Fund Event occurs or is subsisting with respect to the Affected Fund Index Component, unless an Extraordinary Fund Event in respect of the Affected Fund Index Component is occurring for the number of consecutive Fund Business Days equal to the Maximum Days of Disruption immediately following the relevant Settlement Price Date. In that case the last such consecutive Fund Business Day shall be deemed to be the Settlement Price Date for the Affected Fund Index Component, notwithstanding the Extraordinary Fund Event and the Calculation Agent will determine the price of the Affected Fund Index Component based upon the price at which a Hypothetical Investor can sell or otherwise realise any hedge positions in respect of an Affected Fund Index Component during the period of five Fund Business Days following such Settlement Price Date;
- (b) require the Calculation Agent to use reasonable efforts to substitute the Fund Index that includes the Affected Fund Index Component (the "**Affected Fund Index**") with an alternative fund index which, in the determination of the Calculation Agent (acting in good faith and in a commercially reasonable manner) measures the same (or a substantially similar) market or economic reality as the Affected Fund Index, including, but not limited to, the method of calculation; or
- (c) on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates or to Warrantholders in accordance with Condition 17 of the Warrants (which such notice may be included in the Extraordinary Fund Event Notice in respect of the relevant Extraordinary Fund Event), redeem all but not some only of the outstanding Securities by payment of the Termination Amount on the date determined as set out in the definition of Termination Amount, payment being made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates or to Warrantholders in accordance with Condition 17 of the Warrants.

#### 4.4 General

In determining to take a particular action as a result of an Extraordinary Fund Event, the Calculation Agent is under no duty to consider the interests of any Holders of Securities or any other person. In making any determination as to which action to take following the occurrence of an Extraordinary Fund Event, (to the extent permitted by applicable law) none of the Issuer, the Calculation Agent or the Swap Counterparty (to the extent permitted by applicable law) shall be responsible for any loss (including any liability in respect of loss of interest), underperformance or opportunity cost suffered or incurred by Holders of Securities or any other person in connection with the Securities as a result thereof, howsoever arising

including as a result of any delay in making any payment or delivery in respect of the Securities.

5. **Settlement Date / Redemption Date / Maturity Date / Automatic Early Redemption Date / Automatic Early Expiration Date / Termination Date Extension**

In the case of Cash Settled Securities, if on the date falling two Business Days prior to the originally designated Settlement Date, Redemption Date, Maturity Date, Optional Redemption Date, Automatic Early Redemption Date, Automatic Early Expiration 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 (including, without limitation, as a consequence of the application of any gating, deferral, suspension or other instance of delay or refusal of redemption of the Fund Shares) (the "**Redemption Proceeds**"), the Calculation Agent may postpone the Settlement Date, Redemption Date, Maturity Date, Optional Redemption Date, Automatic Early Redemption Date, Automatic Early Expiration Date, or Termination Date, as the case may be, and notify the Holders of Securities thereof in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable.

As soon as practicable following receipt by the Hedge Provider of the Redemption Proceeds the Calculation Agent shall give notice to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, (such notice the "**Delayed Payment Notice**") and cancel (in the case of Warrants) or redeem (in the case of Notes or Certificates) the 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 Securities of the Cash Settlement Amount, the Final Redemption Amount, Optional Redemption Amount, Automatic Early Redemption Amount, or the Automatic Early Expiration Payout Amount, as the case may be, provided that, if the Hedge Provider does not receive the Redemption Proceeds within the period ending on (and including) the Delayed Payment Cut-off Date, the Calculation Agent shall determine that an Extraordinary Fund Event has occurred and is continuing on the Delayed Payment Cut-off Date and shall notify Holders of Securities thereof in accordance with the procedures set out in Fund Linked Condition 4 above, and in accordance with Condition 18 of the Notes or Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable and the provisions of Fund Linked Condition 4.2(c) shall apply.

In the case of interest bearing Securities or Certificates which pay a Premium Amount, if on the date falling two Business Days prior to an Interest Payment Date or Premium Amount Payment Date, as applicable, 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 (including, without limitation, as a consequence of the application of any gating, deferral, suspension or other instance of delay or refusal of redemption of the Fund Shares) (the "**Redemption Proceeds**"), the Calculation Agent may notify the Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as the case may be, that such Interest Payment Date or Premium Amount Payment Date, as the case may be, has been postponed. As soon as practicable following receipt by the Hedge Provider of the Redemption Proceeds the Calculation Agent shall give notice in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as the case may be, (such notice the "**Delayed Payment Notice**" and the Issuer shall pay the Interest Amount or Premium Amount in respect of the Interest Period or Premium Amount Period, as the case may be, ending on or immediately preceding the Interest Payment Date or Premium Amount Payment Date, as the case may be, on the date falling more than five Business Days following the receipt of the Delayed Payment Notice (such date, the "**Postponed Payment Date**") and no additional amount shall be payable in respect of such delay, provided that, if the Hedge Provider does not receive the Redemption Proceeds within the period ending on the (and

including) the Delayed Payment Cut-off Date, the Calculation Agent shall determine that an Extraordinary Fund Event has occurred and is continuing on the Delayed Payment Cut-off Date and shall notify Holders of Securities thereof in accordance with the procedures set out in Fund Linked Condition 4 above, and in accordance with Condition 18 of the Notes or Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, and the provisions of Fund Linked Condition 4.2(c) shall apply.

6. **Fund Index Adjustment Event**

If (a) on or prior to any Settlement Price Date, the relevant Fund Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Fund Index or in any other way materially modifies that Fund Index (other than a modification prescribed in that formula or method to maintain the Fund Index in the event of changes in the Fund Index Components and other routine events) (a "**Fund Index Modification**"), or permanently cancels a relevant Fund Index and no successor Fund Index exists (a "**Fund Index Cancellation**"), or (b) on any Settlement Price Date, the Fund Index Sponsor or (if applicable) the successor Fund Index Sponsor fails to calculate and announce a relevant Fund Index (a "**Fund Index Disruption**" and, together with a Fund Index Modification and a Fund Index Cancellation, each a "**Fund Index Adjustment Event**"), then:

- (i) the Calculation Agent shall determine if such Fund Index Adjustment Event has a material effect on the Securities and, if so, shall calculate the relevant value, level or price using, in lieu of a published level for that Fund Index, the level for that Fund Index as at the Valuation Time on such Settlement Price Date, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Fund Index last in effect prior to the change, failure or cancellation, but using only those Fund Index Components that comprised that Fund Index immediately prior to that Fund Index Adjustment Event; or
- (ii) the Calculation Agent may use commercially reasonable efforts to select a successor fund index which in its opinion, acting in good faith and in a commercially reasonable manner measures the same (or a substantially similar) market or economic reality as the original Fund Index and, upon selection of such fund index, the Calculation Agent shall promptly notify the Holders in accordance with Condition 17 and such fund index will be deemed to be the "Fund Index" for the purpose of the Securities and the Calculation Agent will make such adjustment, if any, to one or more of the terms of the Securities as it (acting in good faith and in a commercially reasonable manner) determines appropriate; or
- (iii) the Calculation Agent may determine acting in good faith and in a commercially reasonable manner such other appropriate adjustments, if any, to be made to the terms of the Securities to account for the Fund Index Adjustment Event and determine the effective date of those adjustments; or
- (iv) (A) in the case of Notes and Certificates only, unless Highest Value, Market Value, Monetisation Option or Delayed Redemption on Fund Index Adjustment Event are specified as being applicable in the applicable Final Terms, the Issuer may redeem the Securities by giving notice to the Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates. If the Securities are so redeemed the Issuer will pay an amount to each Holder in respect of each Security equal to the Early Redemption Amount determined in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates. Payment will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates; or



- (B) in the case of Notes and Certificates only, if Delayed Redemption on Occurrence of Fund Index Adjustment Event is specified as being applicable in the applicable Final Terms and Early Redemption Amount is specified as applicable in the applicable Final Terms, on the Maturity Date (in the case of Notes) or on the Redemption Date (in the case of Certificates) the Issuer shall redeem each Note or Certificate, as applicable, at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms) and (y) the Swap Early Termination Amount (if any).

For the purposes of this Fund Linked Condition 6(iv)(B) "**Swap Early Termination Amount**" means an amount (if any) equal to, in respect of each Note or Certificate, and subject to a minimum of zero, a pro rata share of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap Agreement in whole or in part and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure);

- (C) in the case of Warrants only, the Issuer may cancel the Warrants by giving notice to the Warrantholders in accordance with Condition 17 of the Warrants. 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, equal to the Early Termination Amount in accordance with Condition 8(c) of the Warrants. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with Condition 17 of the Warrants.
- (D) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined, in accordance with Condition 7(e)(ix) (in the case of Notes) or in accordance with Condition 8(e)(viii) (in the case of Certificates); or
- (E) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined in accordance with Condition 7(e)(x) (in the case of Notes) or in accordance with Condition 8(e)(ix) (in the case of Certificates); or
- (F) if Monetisation Option is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes, or to Certificateholders in accordance with Condition 19 of the Certificates redeem all but not some only of the Securities and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities calculated and paid on such date determined in accordance with Condition 7(e)(xi) (in the case of Notes) or in accordance with Condition 8(e)(x) (in the case of Certificates); or
- (G) in the case of Notes and Certificates only, where one of the Highest Value, Market Value or Monetisation Option is specified as applicable in the applicable Final Terms in respect of a Fund Index Adjustment Event, if the Calculation Agent determines that such Fund Index Adjustment Event constitutes a force majeure, and if Fund Linked Condition 6(iv)(G) is specified in the applicable Final Terms, the Issuer will on giving notice to Noteholders in accordance with Condition 18 of the Notes or to Certificateholders in accordance with Condition 19 of the Certificates, redeem all but not some only of the Securities (in the case of Notes and Certificates) and pay to each Holder of Securities an amount in respect of each Security held by such Holder of Securities, calculated and paid on such date determined in accordance with Condition 7(v) (in the case of Notes) or in accordance with

Condition 7(b) (in the case of Certificates) on the basis that ERE Force Majeure/No Unwind Costs is applicable; or

- (v) in the case of a Fund Index Modification which occurs on the last Valuation Date, last Averaging Date or last Observation Date only, the Calculation Agent may elect to calculate the level of the Fund Index, using in lieu of the published level for the Fund Index as of the Valuation Date, Averaging Date or Observation Date, as the case may be, the level of the Fund Index as of that date determined by the Calculation Agent in accordance with the formula for and method of calculating the Fund Index last in effect prior to the Fund Index Modification but using only those Fund Index Components that comprised the Fund Index prior to the Fund Index Modification.

Fund Linked Conditions 7 to 10 (inclusive) apply to Fund Linked Securities (which are Notes or Certificates) relating to Euro Funds.

## 7. Definitions relating to Euro Funds

**"Euro Fund"** means the insurance or investment policy or capitalisation contract backed by euro-denominated assets offered by the Insurance Company on the terms set out in the Euro Fund Documents specified in the applicable Final Terms.

**"Euro Fund Business Day"** means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Euro Fund Business Day Centre(s).

**"Euro Fund Business Day Centre"** means each place specified as such in the applicable Final Terms.

**"Euro Fund Documents"** means, with respect to any Euro Fund, the offering document of the relevant Euro Fund offered by the Insurance Company in effect on the Hedging Date specifying, among other matters, the terms and conditions relating to such Euro Fund and, for the avoidance of doubt, any other documents or agreements in respect of the Euro Fund, as further described in any Euro Fund Document.

**"Euro Fund Valuation Date"** means any date as of which, in accordance with the Euro Fund Documents, the Insurance Company is or, but for the occurrence of an Extraordinary Euro Fund Event would have been, scheduled to publish the Gross Rate of Return.

**"Extraordinary Euro Fund Event Effective Date"** means, in respect of an Extraordinary Euro Fund Event, the date on which such Extraordinary Euro Fund Event occurs, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

**"Floor Rate of Return"** means the rate specified as such in the applicable Final Terms.

**"Gross Rate of Return"** means, in respect of the relevant Euro Fund and a Euro Fund Valuation Date, the gross rate of return (which is exclusive of any applicable taxes, duties, expenses, management fees and/or social security contributions), which a policyholder of such Euro Fund is entitled to receive in respect of their investment in the Euro Fund for such Euro Fund Valuation Date, as determined and published by the Insurance Company in accordance with the Euro Fund Documents on the website of the Insurance Company specified in the applicable Final Terms, or such other website as may be notified to the Noteholders in accordance with Condition 18 of the Notes, or to the Certificateholders in accordance with Condition 19 of the Certificates, as applicable.

**"Hedge Provider"** means the party (being, *inter alios*, the Issuer, the Guarantor (if applicable), the Calculation Agent, an Affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the 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 an insurance or investment policy or capitalisation contract in respect of the Euro Fund, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such insurance or investment policy or capitalisation contract in respect of the Euro Fund 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 Securities.

**"Hypothetical Investor"** means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in a Euro Fund which is deemed to have the benefits and obligations, as provided in the relevant Euro Fund Documents, of an investor in the Euro Fund 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 applicable), the Calculation Agent or any of their Affiliates (as determined by the Calculation Agent in the context of the relevant situation).

**"Insurance Company"** means the insurance company specified as such in the applicable Final Terms.

**"Provisional Minimum Rate"** means, in respect of the relevant Euro Fund and a Euro Fund Valuation Date, the provisional minimum rate of return in respect of the Euro Fund for such Euro Fund Valuation Date as published by the Insurance Company from time to time on the website of the Insurance Company specified in the applicable Final Terms, or such other website as may be notified to the Noteholders in accordance with Condition 18 of the Notes, or to the Certificateholders in accordance with Condition 19 of the Certificates, as applicable. In the event that no such Provisional Minimum Rate is published in respect of the Euro Fund, the Provisional Minimum Rate shall be zero.

## 8. Failure to publish the Gross Rate of Return

If, in respect of a Euro Fund Valuation Date, the Gross Rate of Return is not published by or on behalf of the Insurance Company, then the Gross Rate of Return shall be deemed to be (i) the last available Provisional Minimum Rate in respect of such Euro Fund Valuation Date or (ii) if specified as applicable in the applicable Final Terms, the Floor Rate of Return, provided that, if the Gross Rate of Return in respect of such Euro Fund Valuation Date is not published or if no Provisional Minimum Rate has been published and there is no Floor Rate of Return specified in the applicable Final Terms, in each case, as a consequence of an Extraordinary Euro Fund Event, the provisions of Fund Linked Condition 10 will apply.

## 9. Extraordinary Euro Fund Events

The occurrence of any of the events described below shall be deemed to be a **"Extraordinary Euro Fund Event"**, the consequences of which are set out in Fund Linked Condition 10 (*Consequences of an Extraordinary Euro Fund Event*):

- 9.1 in the determination of the Calculation Agent, the Insurance Company announces that it has calculated or applied, or will calculate or apply, the Gross Rate of Return in respect of the Euro Fund in a manner that is different to that which is described in the Euro Fund Documents;
- 9.2 a redemption by the Insurance Company of a policyholder's investment in the Euro Fund or cancellation of any such Euro Fund, where the consideration for such redemption or cancellation is cash or otherwise, other than in respect of a redemption or cancellation of such investment initiated by a policyholder in such Euro Fund that is consistent with the Euro Fund Documents;
- 9.3 a material modification, or any announcement regarding a potential future material modification, of the Euro Fund (including but not limited to a material modification of the Euro Fund Documents);
- 9.4 (i) a consolidation, amalgamation, partial asset contribution or merger of the Insurance Company, as the case may be, with or into another entity or person (other than a consolidation, amalgamation or merger in which the Insurance Company is the continuing entity and which does not result in any change to the Euro Fund), (ii) 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 assets of the Insurance Company, or (iii) the sale, transfer, segregation or desegregation (statutory or otherwise) of, or proposed sale, transfer, segregation or desegregation (statutory or otherwise) of, the assets

and/or contracts of the Insurance Company, in each case which, in the opinion of the Calculation Agent, has, or may in the future have, an impact before the last occurring Valuation Date or, where Averaging is specified in the applicable Final Terms, the final Averaging Date in respect of the Securities, on the Gross Rate of Return, the Provisional Minimum Rate or the general assets of the Insurance Company based on which the Gross Rate of Return is determined;

- 9.5 the Insurance Company (i) ceases trading; (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) 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); (iv) makes a general assignment or arrangement with or for the benefit of its creditors; (v)(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 Fund Linked Condition 9.5(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; (vi) 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; (vii) 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 (viii) 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 (vii) above;
- 9.6 there exists any litigation against the Insurance Company which the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, could materially affect the Gross Rate of Return, the Provisional Minimum Rate or the rights or remedies of any policyholder in respect of the Euro Fund;
- 9.7 (i) any relevant activities of the Insurance Company in relation to the Euro Fund are or will 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 Insurance Company by any governmental, legal or regulatory entity with authority over the Insurance Company), (ii) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the Euro Fund or the Insurance Company or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (iii) the Investment Company is required by a competent authority to redeem or cancel any policy in respect of the Euro Fund, (iv) the Hedge Provider is required by a competent authority or any other relevant entity to dispose of or compulsorily terminate hedging arrangements relating to the Securities, (v) any change in the legal, tax, accounting or regulatory treatment of the Euro Fund or the Insurance Company that is reasonably likely to have an adverse impact on the Gross

Rate of Return, the Provisional Minimum Rate, the general assets of the Insurance Company based on which the Gross Rate of Return is determined or other activities or undertakings of the Insurance Company or on the rights or remedies of any policyholder or Hedge Provider against the Insurance Company and/or (vi) the Insurance Company is the subject of an investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority, involving an alleged violation of applicable law, for any activities relating to or resulting from the operation of such Euro Fund; or

- 9.8 any failure by the Insurance Company to publish or deliver or cause to be published or delivered (i) any information that such Insurance Company has agreed to publish or deliver or cause to be published or delivered to the Calculation Agent or the Hedge Provider in respect of the Euro Fund, or (ii) any information that has previously been delivered to the Calculation Agent or the Hedge Provider in accordance with the Insurance Company's or its authorised representative's customary practices, and which the Calculation Agent considers necessary to determine and verify the Gross Rate of Return.

#### 10. Consequences of an Extraordinary Euro Fund Event

If an Extraordinary Euro Fund Event occurs in relation to a Euro Fund, the Calculation Agent may take any of the relevant action(s) described in (a), (b) or (c) below as it deems appropriate:

- (a) determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any of the terms of these Terms and Conditions and/or the applicable Final Terms to account for the relevant Extraordinary Euro Fund Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes to the Gross Rate of Return, the Provisional Minimum Rate or to the Securities;
- (b)
  - (i) the Calculation Agent may give notice to the Issuer and, unless Delayed Redemption on Extraordinary Euro Fund Event is specified as applicable in the applicable Final Terms, the Issuer shall, on giving notice to Noteholders in accordance with Condition 18 of the Notes, or Certificateholders in accordance with Condition 19 of the Certificates, as applicable, redeem or cancel, as applicable, all but not some only of the Securities, each Security being redeemed or cancelled, as applicable, by payment of an amount equal to the Early Redemption Amount (in the case of Notes or Certificates) in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates. Payment shall be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 of the Notes or the Certificateholders in accordance with Condition 19 of the Certificates, as applicable; or
  - (ii) if Delayed Redemption on Extraordinary Euro Fund Event is specified as being applicable in the applicable Final Terms and Early Redemption Amount is specified as applicable in the applicable Final Terms, on the Maturity Date (in the case of Notes) or on the Redemption Date (in the case of Certificates) the Issuer shall redeem each Note or Certificate, as applicable, at an amount calculated by the Calculation Agent equal to the sum of (x) the Protected Amount (specified in the applicable Final Terms) and (y) the Swap Early Termination Amount (if any).

For the purposes of this Fund Linked Condition 10(b)(ii) "**Swap Early Termination Amount**" means an amount (if any) equal to, in respect of each Note or Certificate, and subject to a minimum of zero, a pro rata share of the sum of (1) the Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement in connection with the termination of the Swap

Agreement in whole or in part and (2) any interest which has accrued in respect of the amount of such Early Termination Amount received by the Issuer (which may be a positive or negative figure); or

- (c) on or after the relevant Extraordinary Euro Fund Effective Date, the Calculation Agent may substitute the Euro Fund affected by an Extraordinary Euro Fund Event (the "**Affected Euro Fund**") with an alternative insurance or investment policy or capitalisation contract backed by euro-denominated assets in accordance with the criteria set out below (the "**Substitute Euro Fund**") and the Substitute Euro Fund will be deemed to be the Euro Fund and the relevant insurance company offering the insurance or investment policy or capitalisation contract, the Insurance Company, for the purposes of the Securities. The Calculation Agent will make such adjustment, if any, to any of the terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate.

Such substitution and the relevant adjustment (if any) will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") acting in good faith and in a commercially reasonable manner and specified in the notice referred to below which may, but need not be, the relevant Extraordinary Euro Fund Event Effective Date.

In order to be selected as a Substitute Euro Fund, the relevant insurance or investment policy or capitalisation contract must be an insurance or investment policy or capitalisation contract backed by euro-denominated assets which, in the determination of the Calculation Agent, has similar characteristics to the Affected Euro Fund, including but not limited to, a comparable gross rate of return, a comparable provisional minimum rate of return, offered by an insurance company with a comparable portfolio of general assets and offered on similar contractual terms acceptable to the Calculation Agent. For the avoidance of doubt, the Substitute Euro Fund may, but need not, be offered by the same Insurance Company as the Affected Euro Fund.

If the Calculation Agent determines that more than one Extraordinary Euro Fund Event has occurred in respect of a Euro Fund, which are not connected and have different consequences pursuant to this Fund Linked Condition 10, the Calculation Agent will determine which such Extraordinary Euro Fund Event and related consequences shall apply acting in good faith and in a commercially reasonable manner.

Upon the occurrence of an Extraordinary Euro Fund 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 of the Securities in accordance with in accordance with Condition 18 of the Notes, or Condition 19 of the Certificates, as applicable, stating the occurrence of the Extraordinary Euro Fund Event, giving details thereof and the action proposed to be taken in relation thereto.

**ANNEX 9**

**ADDITIONAL TERMS AND CONDITIONS FOR UNDERLYING INTEREST RATE LINKED  
SECURITIES**

*The terms and conditions applicable to Underlying Interest Rate Linked Securities shall comprise, in the case of Notes, the Terms and Conditions of the Notes (as set out under the heading "Terms and Conditions of the Notes" above and, for the avoidance of doubt, not including Annexes 1 to 12), in the case of Warrants, the Terms and Conditions of the Warrants (as set out under the heading "Terms and Conditions of the Warrants" above and, for the avoidance of doubt, not including Annexes 1 to 9 or 11), and, in the case of Certificates, the Terms and Conditions of the Certificates (as set out under the heading "Terms and Conditions of the Certificates" above and, for the avoidance of doubt, not including Annexes 1 to 12) as applicable (the "**Conditions**") and the additional Terms and Conditions for payouts (as set out in Annex 1 under the heading "Additional Terms and Conditions for Payouts" above) (the "**Payout Conditions**") and the additional Terms and Conditions set out below (the "**Underlying Interest Rate Linked Conditions**") and any other additional Terms and Conditions that may be specified in the Final Terms (the "**Additional Terms and Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Underlying Interest Rate Linked Conditions and/or the Additional Terms and Conditions, the Underlying Interest Rate Linked Conditions and/or the Additional Terms and Conditions (as applicable) shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Underlying Interest Rate Linked Conditions and/or the Additional Terms and Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

**1. Underlying Interest Rate Determination**

In respect of each Underlying Interest Determination Date specified in the applicable Final Terms, the Underlying Interest Rate or, if two or more Underlying Interest Rates are specified in the applicable Final Terms, each Underlying Interest Rate will be determined in the manner specified in the applicable Final Terms. Each Underlying Interest Rate comprising a Multiple Underlying Interest Rate will be calculated separately and independently as provided below and in the applicable Final Terms.

**2. ISDA Determination**

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will be the relevant Underlying ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any) specified in the applicable Final Terms. For the purposes of these Underlying Interest Rate Linked Conditions, "**Underlying ISDA Rate**" means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent (as defined in the ISDA Definitions) for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Securities (the "**ISDA Definitions**") and under which:

- (a) the Floating Rate Option is as specified in the applicable Final Terms, provided that, if the Floating Rate Option specified in the applicable Final Terms is a EURIBOR rate, in the event that EURIBOR has been discontinued, such other successor benchmark rate as the financial industry shall have accepted as a successor or substitute rate for EURIBOR;
- (b) the Designated Maturity is a period specified in the applicable Final Terms; and
- (c) the relevant Reset Date is as specified in the applicable Final Terms.

For the purposes of these Underlying Interest Rate Linked Conditions, "**Floating Rate**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

3. **Screen Rate Determination**

- (a) (i) Where "Screen Rate Determination – IBOR" is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will, subject as provided below, be either:

(A) the offered quotation; or

(B) 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 Underlying Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at the Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., Brussels time, in the case of EURIBOR) (the "**Screen Page Underlying Reference Rate**") on the Underlying Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant 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.

- (ii) In the event that the Relevant Screen Page is not available or if, in the case of (i)(A) above, no such offered quotation appears on the Relevant Screen Page (or such replacement page on that service which displays the information) or, in the case of (i)(B) above, fewer than three such offered quotations appear on the Relevant Screen Page (or such replacement page on that service which displays the information), in each case as at the Specified Time indicated above or in the applicable Final Terms, except as provided in paragraph (iii) below the Calculation Agent will determine the Underlying Reference Rate at such time acting in good faith and in a commercially reasonable manner.

- (iii) If the Calculation Agent determines at any time prior to any Underlying Interest Determination Date, that the Screen Page Underlying Reference Rate has been discontinued, the Calculation Agent will use, as a substitute for the Screen Page Underlying Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction or region of the currency of the relevant rate (each a "**Relevant Nominating Body**") that is consistent with industry accepted standards, provided that, if two or more alternative reference rates are selected by any Relevant Nominating Body, the Calculation Agent shall determine which of those alternative reference rates is most appropriate to preserve the economic features of the relevant Securities. If the Calculation Agent notifies the Issuer that it is unable to determine such an alternative reference rate, the Calculation Agent will as soon as reasonably practicable (and in any event before the Business Day prior to the applicable Underlying Interest Determination Date) appoint an agent (the "**Underlying Reference Rate Determination Agent**"), which will determine whether a substitute or successor rate, which is substantially comparable to the Screen Page Underlying Reference Rate, is available for the purpose of determining the Underlying Reference Rate on each Underlying Interest Determination Date falling on or after the date of such determination. If the Underlying Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Underlying Reference Rate Determination Agent will notify the Issuer and the Calculation Agent of such successor rate to be used by the Calculation Agent to determine the Underlying Interest Rate.



If the Underlying Reference Rate Determination Agent or the Calculation Agent, as applicable has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the "**Replacement Underlying Reference Rate**"), for the purpose of determining the Underlying Reference Rate on each Underlying Interest Determination Date falling on or after such determination:

- (A) the Underlying Reference Rate Determination Agent or the Calculation Agent, as applicable, will also determine the changes (if any) required to the Underlying Interest Determination Date and any method for obtaining the Replacement Underlying Reference Rate, including any adjustment needed to make such Replacement Underlying Reference Rate comparable to the Screen Page Underlying Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Underlying Reference Rate;
- (B) references to the Underlying Reference Rate in these Underlying Interest Rate Linked Conditions will be deemed to be references to the relevant Replacement Underlying Reference Rate, including any alternative method for determining such rate as described in (A) above;
- (C) the Underlying Reference Rate Determination Agent or the Calculation Agent, as applicable, will notify the Issuer of the Replacement Underlying Reference Rate, and the details described in (A) above as soon as reasonably practicable; and
- (D) the Issuer will give notice to the Holders of Securities in accordance with Condition 18 of the Notes or Condition 19 of the Certificates, as applicable, and the Calculation Agent of the Replacement Underlying Reference Rate and the details described in (A) above as soon as reasonably practicable but in any event no later than 5:00 p.m. (London time) on the Business Day prior to the applicable Underlying Interest Determination Date.

The determination of the Replacement Underlying Reference Rate and the other matters referred to above by the Underlying Reference Rate Determination Agent or the Calculation Agent, as applicable, will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent and the Holders of Securities, unless the Issuer, the Calculation Agent or the Underlying Reference Rate Determination Agent determines at a later date that the Replacement Underlying Reference Rate is no longer substantially comparable to the Underlying Reference Rate or does not constitute an industry accepted successor rate, in which case the Calculation Agent shall appoint or re-appoint a Underlying Reference Rate Determination Agent, as the case may be (which may or may not be the same entity as the original Underlying Reference Rate Determination Agent or the Calculation Agent) for the purpose of confirming the Replacement Underlying Reference Rate or determining a substitute Replacement Underlying Reference Rate in an identical manner as described in this paragraph (iii). If the replacement Underlying Reference Rate Determination Agent or the Calculation Agent, as applicable, is unable to or otherwise does not determine a substitute Replacement Underlying Reference Rate, then the Replacement Underlying Reference Rate will remain unchanged.

The Underlying Reference Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the currency of the relevant rate as appointed by the Calculation Agent, (y) the Swap Counterparty or the Guarantor (if any) or (z) an affiliate of the Swap Counterparty, the Guarantor (if any) or the Calculation Agent.

Where "Screen Rate Determination – SONIA" is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will be calculated in respect of an Underlying Interest Determination Date in accordance with Underlying Interest Rate Linked Condition 3(b)(i) or 3(b)(ii) below, subject to the provisions of Underlying Interest Rate Linked Condition 3(b)(iv).

- (i) Where the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily", the Underlying Reference Rate will be the Compounded Daily SONIA plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any), all as determined by the Calculation Agent on the Underlying Interest Determination Date.
- (ii) Where the Calculation Method is specified in the applicable Final Terms as being "Weighted Average", the Underlying Reference Rate will be the Weighted Average SONIA plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any), all as determined by the Calculation Agent on the Underlying Interest Determination Date.
- (iii) The following definitions shall apply for the purpose of this Underlying Interest Rate Linked Condition 3(b):

**"Compounded Daily SONIA"** means, with respect to an Underlying Interest Determination Date, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) calculated by the Calculation Agent on the relevant Underlying Interest Determination Date in accordance with the following formula:

- (x) if "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{SONIA}_{i-\text{PLBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

- (y) if "Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{SONIA}_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

- (z) if "SONIA Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left( \frac{\text{SONIA Index}_{\text{Final}}}{\text{SONIA Index}_{\text{Initial}}} - 1 \right) \times \frac{365}{d}$$

where, in each case, the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards;

**"d"** means, in respect of an Underlying Interest Determination Date, the number of calendar days (x) if "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, in the Underlying Interest Period in respect of such Underlying Interest Determination Date, (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, in the Observation Lookback Period in respect of such Underlying Interest Determination Date or (z) if "SONIA Index with Observation Shift" is specified in the applicable Final Terms, from (and including) the day in relation to which SONIA Index<sub>Initial</sub> is determined to (but excluding) the day in relation to which SONIA Index<sub>Final</sub> is determined;

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"**d<sub>o</sub>**" means, in respect of an Underlying Interest Determination Date, (x) if "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the number of London Business Days in the Underlying Interest Period in respect of such Underlying Interest Determination Date or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, the number of London Business Days in the Observation Lookback Period in respect of such Underlying Interest Determination Date;

"**i**" means, in respect of an Underlying Interest Determination Date, a series of whole numbers from one to d<sub>o</sub>, each representing the relevant London Business Days in chronological order from (and including) the first London Business Day (x) if "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, in the Underlying Interest Period in respect of such Underlying Interest Determination Date or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, in the Observation Lookback Period in respect of such Underlying Interest Determination Date;

"**Lock-out Period**" means, in respect of an Underlying Interest Determination Date, the period from (and including) the Underlying Interest Determination Date to (but excluding) the Underlying Interest Period End Date in respect of such Underlying Interest Determination Date;

"**London Business Day**" means 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 London;

"**Lookback Period**" or "**p**" means the number of London Business Days specified in the applicable Final Terms (or, if no such number is specified, five London Business Days);

"**n<sub>i</sub>**" means, in respect of a London Business Day i, the number of calendar days from (and including) such London Business Day i up to (but excluding) the following London Business Day;

"**Observation Lookback Period**" means, in respect of an Underlying Interest Determination Date, the period from (and including) the date falling p London Business Days prior to the Underlying Interest Period Start Date in respect of such Underlying Interest Determination Date to (but excluding) the date which is p London Business Days prior to the Underlying Interest Period End Date in respect of such Underlying Interest Determination Date;

"**Reference Day**" means, in respect of an Underlying Interest Determination Date, each London Business Day in the Underlying Interest Period in respect of such Underlying Interest Determination Date that is not a London Business Day falling in the Lock-out Period;

"**SONIA<sub>i</sub>**" means, in respect of a London Business Day i:

- (i) if "Lock-out" is specified as the Observation Method in the applicable Final Terms:
  - (x) in respect of any London Business Day i that is a Reference Day, the SONIA Rate in respect of the London Business Day immediately preceding such Reference Day; otherwise
  - (y) the SONIA Rate in respect of the London Business Day immediately preceding the Underlying Interest Determination Date; or

- (ii) if "Shift" is specified as the Observation Method in the applicable Final Terms, the SONIA Rate for such London Business Day i;

**"SONIA Index"** means the rate of return of a daily compound interest investment in Sterling (with the daily Sterling Overnight Index Average ("**SONIA**") as a reference rate for the calculation of interest) determined by the Calculation Agent by reference to the screen rate or index for compounded daily SONIA rates administered by the administrator of the SONIA reference rate that is published or displayed by such administrator or other information service from time to time at the relevant time on the relevant determination dates in respect of SONIA Index<sub>Initial</sub> and SONIA Index<sub>Final</sub>, as further specified in the applicable Final Terms;

**"SONIA Index<sub>Final</sub>"** means, with respect to an Underlying Interest Determination Date, the SONIA Index determined in relation to the day falling p London Business Days prior to the Underlying Interest Period End Date in respect of such Underlying Interest Determination Date;

**"SONIA Index<sub>Initial</sub>"** means, with respect to an Underlying Interest Determination Date, the SONIA Index determined in relation to the day falling p London Business Days prior to the Underlying Interest Period Start Date in respect of such Underlying Interest Determination Date;

**"SONIA<sub>i-pLBD</sub>"** means:

- (i) if "Lag" is specified as the Observation Method in the applicable Final Terms, in respect of a London Business Day i, the SONIA Rate in respect of the London Business Day falling p London Business Days prior to such London Business Day i; or
- (ii) if "Lock-out" is specified as the Observation Method in the applicable Final Terms, in respect of a London Business Day i, SONIA i in respect of such London Business Day i;

**"SONIA Rate"** means, in respect of any London Business Day, a reference rate equal to the daily SONIA rate for such London Business Day, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day;

**"Underlying Interest Period"** means, in respect of an Underlying Interest Determination Date:

- (i) if "Lag" is specified as the Observation Method in the applicable Final Terms, the period as specified as such in the applicable Final Terms; or
- (ii) if "Lock-out", "Shift" or "SONIA Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms or if "Weighted Average SONIA" is specified as the Calculation Method in the applicable Final Terms, the period from (and including) the Underlying Interest Period Start Date to (but excluding) the Underlying Interest Period End Date;

**"Underlying Interest Period End Date"** means, in respect of an Underlying Interest Determination Date, the date specified as such in the applicable Final Terms;

**"Underlying Interest Period Start Date"** means, in respect of an Underlying Interest Determination Date, the date specified as such in the applicable Final Terms; and

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**"Weighted Average SONIA"** means, in respect of an Underlying Interest Determination Date:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the sum of the SONIA Rate in respect of each calendar day during the Observation Lookback Period in respect of such Underlying Interest Determination Date divided by the number of calendar days during such Observation Lookback Period. For these purposes, the SONIA Rate in respect of any calendar day which is not a London Business Day shall be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding such calendar day; or
- (ii) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, the sum of the SONIA Rate in respect of each calendar day during the Underlying Interest Period in respect of such Underlying Interest Determination Date, divided by the number of calendar days in such Underlying Interest Period, provided that, for any calendar day of such Underlying Interest Period falling in the Lock-out Period in respect of such Underlying Interest Determination Date, the SONIA Rate for any such calendar day will be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding the first day of such Lock-out Period. For these purposes, the SONIA Rate in respect of any calendar day which is not a London Business Day shall, subject to the preceding proviso, be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding such calendar day,

and, in either case, the resulting percentage being rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

(iv) SONIA Fallbacks

- (A) *If "Lag", "Lock-out" or "Shift" is specified as the Observation Method in the applicable Final Terms*

If, in respect of any London Business Day, the SONIA Rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), such SONIA Rate shall be:

- (i) (x) the Bank of England's Bank Rate (the "Bank Rate") prevailing at the close of business on the relevant London Business Day; plus (y) the arithmetic mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
- (ii) if the Bank Rate under (i)(x) above is not available at the relevant time, either (A) the SONIA Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Business Day on which the SONIA Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), or (B) if this is more recent, the latest rate determined in accordance with (i) above, and

such rate shall be deemed to be the SONIA Rate for such London Business Day.

Notwithstanding the foregoing, in the event of the Bank of England publishing guidance as to (i) how the SONIA Rate is to be determined or (ii) any rate that

is to replace the SONIA Rate, the Calculation Agent shall follow such guidance to determine the SONIA Rate for so long as the SONIA Rate is not available or has not been published by the authorised distributors.

In the event that the Underlying Reference Rate, cannot be determined in accordance with the foregoing provisions in respect of an Underlying Interest Determination Date, the Underlying Reference Rate, shall be (i) that determined as at the immediately preceding Underlying Interest Determination Date (though substituting, where a different Underlying Margin, Maximum Underlying Reference Rate and/or Minimum Underlying Reference Rate is to be applied in respect of such Underlying Interest Determination from that which applied to the immediately preceding Underlying Interest Determination Date, the Underlying Margin, Maximum Underlying Reference Rate and/or Minimum Underlying Reference Rate for such Underlying Interest Determination Date, in place of the Underlying Margin, Maximum Underlying Reference Rate and/or Minimum Underlying Reference Rate relating to the immediately preceding Underlying Interest Determination Date); or (ii) if there is no such preceding Underlying Interest Determination Date, the Calculation Agent will determine the Underlying Reference Rate for such Underlying Interest Determination Date, acting in good faith and in a commercially reasonable manner (subject to the application of the relevant Underlying Margin, Maximum Underlying Reference Rate or Minimum Underlying Reference Rate in respect of such Underlying Interest Determination Date).

- (B) *If "SONIA Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms*

If the relevant SONIA Index is not published or displayed by the administrator of the SONIA reference rate or other information service by 5.00 p.m. (London time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the SONIA reference rate or of such other information service, as the case may be) on the relevant Underlying Interest Determination Date, the Underlying Reference Rate for such Underlying Interest Determination Date shall be determined in accordance with Underlying Interest Rate Linked Condition 3(b)(i) where (i) the "Observation Method" will be deemed to be "Shift" and (ii) the "Observation Lookback Period" will be deemed to be equal to p London Banking Days, as if those alternative elections had been made in the applicable Final Terms.

- (c) SOFR

Where "Screen Rate Determination – SOFR" is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will be calculated in accordance with Underlying Interest Rate Linked Condition 3(c)(i) or 3(c)(ii) below, subject to the provisions of Underlying Interest Rate Linked Condition 3(c)(iv).

- (i) Where the Calculation Method is specified in the applicable Final Terms as being "SOFR Arithmetic Mean", the Underlying Reference Rate will be the SOFR Arithmetic Mean plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any), all as determined by the Calculation Agent on the Underlying Interest Determination Date.
- (ii) Where the Calculation Method is specified in the applicable Final Terms as being "SOFR Compound", the Underlying Reference Rate will be the Compounded Daily SOFR plus or minus (as indicated in the applicable Final Terms) the Underlying

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Margin (if any), all as determined by the Calculation Agent on the Underlying Interest Determination Date.

- (iii) The following definitions shall apply for the purpose of this Underlying Interest Rate Linked Condition 3(c):

**"Bloomberg Screen SOFRRATE Page"** means the Bloomberg screen designated "SOFRRATE" or any successor page or service;

**"Compounded Daily SOFR"** means, with respect to an Underlying Interest Determination Date, an amount equal to the rate of return of a daily compound interest investment (with the daily Secured Overnight Financing Rate as the reference rate for the calculation of interest), calculated by the Calculation Agent on the Underlying Interest Determination Date in accordance with the following formula:

- (A) if "SOFR Compound with Lookback" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SOFR}_{i-p\text{USBD}} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.

Where:

**"d"** means, in respect of an Underlying Interest Determination Date, the number of calendar days in the Underlying Interest Period in respect of such Underlying Interest Determination Date;

**"d<sub>0</sub>"** means, in respect of an Underlying Interest Determination Date, the number of U.S. Government Securities Business Days in the Underlying Interest Period in respect of such Underlying Interest Determination Date;

**"i"** means, in respect of an Underlying Interest Determination Date, a series of whole numbers from one to d<sub>0</sub>, each representing the relevant U.S. Government Securities Business Days in chronological order from (and including) the first U.S. Government Securities Business Day in the Underlying Interest Period in respect of such Underlying Interest Determination Date;

**"Lookback Period" or "p"** means the number of U.S. Government Securities Business Days specified as such in the applicable Final Terms or, if no such number is specified, 5 U.S. Government Securities Business Days;

**"n<sub>i</sub>"** means, in respect of a U.S. Government Securities Business Day<sub>i</sub>, means the number of calendar days from (and including) such U.S. Government Securities Business Day<sub>i</sub> up to (but excluding) the following U.S. Government Securities Business Day; and

**"SOFR<sub>i-pUSBD</sub>"** means, in respect of a U.S. Government Securities Business Day<sub>i</sub> and an Underlying Interest Determination Date, SOFR in respect of the U.S. Government Securities Business Day falling the number of U.S. Government Securities Business Days equal to the Lookback Period prior to such U.S. Government Securities Business Day<sub>i</sub> ("**pUSBD**"), provided that, unless SOFR Cut-Off Date is specified as not applicable in the applicable Final Terms, SOFR<sub>i</sub> in respect of each U.S. Government Securities Business Day<sub>i</sub> in the period from (and including) the SOFR Cut-Off Date to (but excluding) the next occurring Underlying Interest Period End Date, will be SOFR<sub>i</sub> in respect of the SOFR Cut-Off Date for the Underlying Interest Period in respect of such Underlying Interest Determination Date;

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- (B) if "SOFR Compound with Observation Period Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.

Where:

"**d**" means, in respect of an Observation Period, the number of calendar days in such Observation Period;

"**d<sub>0</sub>**" means, in respect of an Observation Period, the number of U.S. Government Securities Business Days in such Observation Period;

"**i**" means, in respect of an Observation Period, a series of whole numbers from one to **d<sub>0</sub>**, each representing the relevant U.S. Government Securities Business Days in chronological order from (and including) the first U.S. Government Securities Business Day in such Observation Period;

"**n<sub>i</sub>**" means, in respect of a U.S. Government Securities Business Day<sub>i</sub>, the number of calendar days from (and including) such U.S. Government Securities Business Day<sub>i</sub> up to (but excluding) the following U.S. Government Securities Business Day;

"**Observation Period**" means, in respect of an Underlying Interest Determination Date, the period from (and including) the date falling the number of Observation Shift Days prior to the Underlying Interest Period Start Date in respect of such Underlying Interest Determination Date to (but excluding) the date that is the number Observation Shift Days prior to the Underlying Interest Period End Date in respect of such Underlying Interest Determination Date;

"**Observation Shift Days**" means the number of U.S. Government Securities Business Days specified in the applicable Final Terms or, if no such number is specified, 5 U.S. Government Securities Business Days; and

"**SOFR<sub>i</sub>**" means, in respect of each U.S. Government Securities Business Day<sub>i</sub>, the SOFR in respect of such U.S. Government Securities Business Day<sub>i</sub>;

- (C) if "SOFR Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left( \frac{\text{SOFR Index}_{\text{Final}}}{\text{SOFR Index}_{\text{Initial}}} - 1 \right) \times \frac{360}{d_c}$$

Where:

"**d<sub>c</sub>**" means, in respect of an Underlying Interest Determination Date, the number of calendar days in the Underlying Interest Period in respect of such Underlying Interest Determination Date;

"**Observation Shift Days**" means the number of U.S. Government Securities Business Days specified as such in the applicable Final Terms or, if no such number is specified, two U.S. Government Securities Business Days;

"**SOFR Index**" means with respect to any U.S. Government Securities Business Day, (i) the SOFR Index value as published by the NY Federal Reserve as such index appears on the NY Federal Reserve's Website at the SOFR Determination Time; or



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(ii) if the SOFR Index specified in (i) above does not so appear, unless both a SOFR Transition Event and its related Benchmark Replacement Date have occurred, the SOFR Index as published in respect of the first preceding U.S. Government Securities Business Day for which the SOFR Index was published on the NY Federal Reserve's Website;

**"SOFR Index<sub>Final</sub>"** means, in respect of an Underlying Interest Determination Date, the value of the SOFR Index on the date falling the number of U.S. Government Securities Business Days equal to the Observation Shift Days prior to the Underlying Interest Period End Date in respect of such Underlying Interest Determination Date; and

**"SOFR Index<sub>Initial</sub>"** means, in respect of an Underlying Interest Determination Date, the value of the SOFR Index on the date falling the number of U.S. Government Securities Business Days equal to the Observation Shift Days prior to the first day of the Underlying Interest Period in respect of such Underlying Interest Determination Date;

**"NY Federal Reserve"** means the Federal Reserve Bank of New York;

**"NY Federal Reserve's Website"** means the website of the NY Federal Reserve, currently at [www.newyorkfed.org](http://www.newyorkfed.org), or any successor website of the NY Federal Reserve or the website of any successor administrator of SOFR;

**"Reuters Page USDSOFR="** means the Reuters page designated "USDSOFR=" or any successor page or service;

**"SOFR"** means the rate determined by the Calculation Agent in respect of a U.S. Government Securities Business Day, in accordance with the following provisions:

- (a) the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day that appears at approximately 3:00 p.m. (New York City time) (the **"SOFR Determination Time"**) on the NY Federal Reserve's Website on such U.S. Government Securities Business Day, as such rate is reported on the Bloomberg Screen SOFRRATE Page for such U.S. Government Securities Business Day or, if no such rate is reported on the Bloomberg Screen SOFRRATE Page, then the Secured Overnight Financing Rate that is reported on the Reuters Page USDSOFR= or, if no such rate is reported on the Reuters Page USDSOFR=, then the Secured Overnight Financing Rate that appears at approximately 3:00 p.m. (New York City time) on the NY Federal Reserve's Website on such U.S. Government Securities Business Day (the **"SOFR Screen Page"**); or
- (b) if the rate specified in (a) above does not so appear and the Calculation Agent determines that a SOFR Transition Event has not occurred, the Secured Overnight Financing Rate published on the NY Federal Reserve's Website for the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the NY Federal Reserve's Website;

**"SOFR Arithmetic Mean"** means, with respect to an Underlying Interest Determination Date, the arithmetic mean of the SOFR for each calendar day during the Underlying Interest Period in respect of such Underlying Interest Determination Date, as calculated by the Calculation Agent with the resulting percentage being rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards, provided that, the SOFR in respect of each calendar day during the period from (and including) the SOFR Cut-Off Date to (but excluding) the Underlying Interest Period End Date in respect of such Underlying Interest Determination Date will be the SOFR on the SOFR Cut-Off Date. For these purposes, the SOFR in respect

of any calendar day which is not a U.S. Government Securities Business Day shall, subject to the preceding proviso, be deemed to be the SOFR in respect of the U.S. Government Securities Business Day immediately preceding such calendar day;

**"SOFR Cut-Off Date"** means, unless specified as not applicable in the applicable Final Terms, in respect of an Underlying Interest Determination Date, the fourth U.S. Government Securities Business Day prior to the Underlying Interest Period End Date in respect of such Underlying Interest Determination Date (or such other number of U.S. Government Securities Business Days specified in the applicable Final Terms);

**"Underlying Interest Period"** means, in respect of an Underlying Interest Determination Date, the period from (and including) the Underlying Interest Period Start Date to (but excluding) the Underlying Interest Period End Date;

**"Underlying Interest Period End Date"** means, in respect of an Underlying Interest Determination Date, the date specified as such in the applicable Final Terms;

**"Underlying Interest Period Start Date"** means, in respect of an Underlying Interest Determination Date, the date specified as such in the applicable Final Terms; and

**"U.S. Government Securities Business Day"** means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association ("SIFMA") recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

Notwithstanding paragraphs (i) to (iii) above, if the Calculation Agent determines on or prior to the SOFR Determination Time, that a SOFR Transition Event and its related SOFR Replacement Date have occurred with respect to the relevant SOFR Benchmark (as defined below), then the provisions set forth in Underlying Interest Rate Linked Condition 3(c)(iv) (SOFR Replacement Provisions) below will apply to all determinations of the Underlying Reference Rate for each Underlying Interest Determination Date thereafter.

(iv) SOFR Replacement Provisions

If the Calculation Agent determines at any time prior to the SOFR Determination Time on any U.S. Government Securities Business Day that a SOFR Transition Event and the related SOFR Replacement Date have occurred, the Calculation Agent will appoint an agent (the **"Replacement Underlying Rate Determination Agent"**) which will determine the SOFR Replacement. The Replacement Underlying Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Settlement Currency as appointed by the Calculation Agent, (y) the Issuer or the Guarantor (if applicable), (z) an affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent or (aa) such other entity that the Calculation Agent determines to be competent to carry out such role.

In connection with the determination of the SOFR Replacement, the Replacement Underlying Rate Determination Agent will determine appropriate SOFR Replacement Conforming Changes.

Any determination, decision or election that may be made by the Calculation Agent or Replacement Underlying Rate Determination Agent (as the case may be) pursuant to these provisions, will (in the absence of manifest error) be conclusive and binding on the Issuer, the Calculation Agent, the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as the case may be, and the Holders of Securities.

Following the designation of a SOFR Replacement, the Calculation Agent may subsequently determine that a SOFR Transition Event and a related SOFR Replacement Date have occurred in respect of such SOFR Replacement, provided that the SOFR Benchmark has already been substituted by the SOFR Replacement and any SOFR Replacement Conforming Changes in connection with such substitution have been applied. In such circumstances, the SOFR Replacement shall be deemed to be the SOFR Benchmark and all relevant definitions shall be construed accordingly.

In connection with the SOFR Replacement provisions above, the following definitions shall apply:

**"2006 ISDA Definitions"** means, in respect of a Series of Securities, the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto ("**ISDA**"), as amended, updated or supplemented as at the Issue Date of the first Tranche of Securities of such Series;

**"2021 ISDA Definitions"** means, in respect of a Series of Securities, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the Issue Date of the first Tranche of Securities of such Series, as published by ISDA on its website ([www.isda.org](http://www.isda.org));

**"ISDA Definitions"** means the 2006 ISDA Definitions or the 2021 ISDA Definitions, as specified in the applicable Final Terms;

**"ISDA Fallback Adjustment"** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of a SOFR Transition Event with respect to SOFR for the applicable tenor;

**"ISDA Fallback Rate"** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of a SOFR Transition Event with respect to SOFR for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**"Relevant Governmental Body"** means the Board of Governors of the Federal Reserve System and/or the NY Federal Reserve or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the NY Federal Reserve or any successor thereto;

**"SOFR Benchmark"** means (a) (unless "SOFR Compound" is specified as the Calculation Method and "SOFR Index with Observation Shift" is specified as the Observation Method in the applicable Final Terms) SOFR or (b) SOFR Index, each as defined in Underlying Interest Rate Linked Condition 3(c)(iii) above;

**"SOFR Replacement"** means any one (or more) of the SOFR Replacement Alternatives to be determined by the Replacement Underlying Rate Determination Agent as of the SOFR Replacement Date if the Calculation Agent determines that a SOFR Transition Event and its related SOFR Replacement Date have occurred on or prior to the SOFR Determination Time in respect of any determination of the SOFR Benchmark on any U.S. Government Securities Business Day in accordance with:

- (a) the order of priority specified as the SOFR Replacement Alternatives Priority in the applicable Final Terms; or
- (b) if no such order of priority is specified, in accordance with the priority set forth below:
  - (i) Relevant Governmental Body Replacement;

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- (ii) ISDA Fallback Replacement; and
- (iii) Industry Replacement,

provided, in each case, that, if the Replacement Underlying Rate Determination Agent is unable to determine the SOFR Replacement in accordance with the first SOFR Replacement Alternative listed, it shall attempt to determine the SOFR Replacement in accordance with the each subsequent SOFR Replacement Alternative until a SOFR Replacement is determined. The SOFR Replacement will replace the then-current SOFR Benchmark for the purpose of determining the relevant Underlying Reference Rate in respect of the relevant Underlying Interest Determination Date and any subsequent Underlying Interest Determination Date, subject to the occurrence of a subsequent SOFR Transition Event and related SOFR Replacement Date;

**"SOFR Replacement Adjustment"** means the first alternative set forth in the order below that can be determined by the Replacement Underlying Rate Determination Agent as of the applicable SOFR Replacement Date:

- (a) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted SOFR Replacement;
- (b) if the applicable Unadjusted SOFR Replacement is equivalent to the ISDA Fallback Rate, the ISDA Spread Adjustment; or
- (c) the spread adjustment (which may be a positive or negative value or zero) determined by the Replacement Underlying Rate Determination Agent giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current SOFR Benchmark with the applicable Unadjusted SOFR Replacement for U.S. dollar-denominated floating rate securities at such time;

**"SOFR Replacement Alternatives"** means:

- (a) the sum of: (i) the alternative rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current SOFR Benchmark for the relevant Underlying Interest Determination Date and (ii) the SOFR Replacement Adjustment (the **"Relevant Governmental Body Replacement"**);
- (b) the sum of: (i) the ISDA Fallback Rate and (ii) the SOFR Replacement Adjustment (the **"ISDA Fallback Replacement"**); or
- (c) the sum of: (i) the alternative rate that has been selected by the Replacement Underlying Rate Determination Agent as the replacement for the then-current SOFR Benchmark for the relevant Underlying Interest Determination Date giving due consideration to any industry-accepted rate as a replacement for the then-current SOFR Benchmark for U.S. dollar-denominated floating rate securities at such time and (ii) the SOFR Replacement Adjustment (the **"Industry Replacement"**);

**"SOFR Replacement Conforming Changes"** means, with respect to any SOFR Replacement, any technical, administrative or operational changes (including, but not limited to, changes to timing and frequency of determining rates with respect to each interest period and making payments of interest, rounding of amounts or tenors, day count fractions, business day convention and other administrative matters) that the Replacement Underlying Rate Determination Agent decides may be appropriate to reflect the adoption of such SOFR Replacement in a manner substantially consistent with

market practice (or, if the Replacement Underlying Rate Determination Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Replacement Underlying Rate Determination Agent determines that no market practice for use of the SOFR Replacement exists, in such other manner as the Replacement Underlying Rate Determination Agent or the Calculation Agent, as the case may be, determines is reasonably necessary, acting in good faith and in a commercially reasonable manner);

**"SOFR Replacement Date"** means the earliest to occur of the following events with respect to the then-current SOFR Benchmark (including the daily published component used in the calculation thereof):

- (a) in the case of sub-paragraphs (a) or (b) of the definition of "SOFR Transition Event" the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the SOFR Benchmark permanently or indefinitely ceases to provide the SOFR Benchmark (or such component); or
- (b) in the case of sub-paragraph (c) of the definition of "SOFR Transition Event" the date of the public statement or publication of information referenced therein; or
- (c) in the case of sub-paragraph (d), the last such consecutive U.S. Government Securities Business Day on which the SOFR Benchmark has not been published,

provided that, in the event of any public statements or publications of information as referenced in sub-paragraphs (a) or (b) above, should such event or circumstance referred to in such a public statement or publication occur on a date falling later than three (3) months after the relevant public statement or publication, the SOFR Transition Event shall be deemed to occur on the date falling three (3) months prior to such specified date (and not the date of the relevant public statement or publication).

For the avoidance of doubt, if the event giving rise to the SOFR Replacement Date occurs on the same day as, but earlier than, the SOFR Determination Time in respect of any determination, the SOFR Replacement Date will be deemed to have occurred prior to the SOFR Determination Time for such determination.

**"SOFR Transition Event"** means the occurrence of any one or more of the following events with respect to the then-current SOFR Benchmark (including the daily published component used in the calculation thereof):

- (a) a public statement or publication of information by or on behalf of the administrator of the SOFR Benchmark (or such component, if relevant) announcing that such administrator has ceased or will cease to provide the SOFR Benchmark (or such component, if relevant), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component, if relevant);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component, if relevant), the central bank for the currency of the SOFR Benchmark (or such component, if relevant), an insolvency official with jurisdiction over the administrator for the SOFR Benchmark (or such component, if relevant), a resolution authority with jurisdiction over the administrator for SOFR (or such component, if relevant) or a court or an entity with similar insolvency or resolution authority over the administrator for the SOFR Benchmark (or such component, if relevant), which states that the administrator of the SOFR Benchmark (or such component, if relevant) has ceased or will cease to provide the SOFR Benchmark (or such component, if relevant) permanently or indefinitely, provided that, at the time of

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such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component, if relevant);

- (c) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark (or such component, if relevant) announcing that the SOFR Benchmark (or such component, if relevant) is no longer representative, the SOFR Benchmark (or such component, if relevant) has been or will be prohibited from being used or that its use has been or will be subject to restrictions or adverse consequences, either generally or in respect of the Securities; or
- (d) the SOFR Benchmark is not published by its administrator (or a successor administrator) for six (6) consecutive U.S. Government Securities Business Days; and

**"Unadjusted Benchmark Replacement"** means the SOFR Replacement prior to the application of any SOFR Replacement Adjustment.

(d) €STR

- (i) Where "Screen Rate Determination – €STR" is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will be the Compounded Daily €STR plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any), all as determined by the Calculation Agent on the Underlying Interest Determination Date and calculated in accordance with this Underlying Interest Rate Linked Condition 3(d), subject to the provisions of Underlying Interest Rate Linked Condition 3(d)(ii).

For the purposes of this Underlying Interest Rate Linked Condition 3(d), the following definitions shall apply:

**"Compounded Daily €STR"** means, with respect to an Underlying Interest Determination Date, the rate of return of a daily compound interest investment in euro (with the daily euro short term rate as the reference rate for the calculation of interest) calculated by the Calculation Agent on the relevant Underlying Interest Determination Date, in accordance with the following formula:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{Relevant } \text{€STR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where the resulting percentage will be rounded (if necessary) to the nearest fifth decimal place, with 0.000005 being rounded upwards;

**"d"** means, in respect of an Underlying Interest Determination Date, the number of calendar days in (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, the Underlying Interest Period in respect of such Underlying Interest Determination Date or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, the Observation Lookback Period in respect of such Underlying Interest Determination Date;

**"d<sub>0</sub>"** means, in respect of an Underlying Interest Determination Date, the number of T2 Business Days in (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, the Underlying Interest Period in respect of such Underlying Interest Determination Date or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, the Observation Lookback Period in respect of such Underlying Interest Determination Date;

"**€STR**" means, in respect of any T2 Business Day, the reference rate equal to the daily euro short term rate (€STR) for such T2 Business Day as provided by the European Central Bank, as the administrator of such rate (or any successor administrator of such rate) on the website of the European Central Bank at <https://www.ecb.europa.eu/home/html/index.en.html>, or any successor website or the website of any successor administrator for the publication of such rate (the "**ECB Website**") on such T2 Business Day or if the ECB Website is unavailable as otherwise published by or on behalf of the relevant administrator;

"**€STR<sub>i-pTBD</sub>**" means, in respect of any T2 Business Day i, €STR for the T2 Business Day falling p T2 Business Days prior to the relevant T2 Business Day i;

"**i**" means, in respect of an Underlying Interest Determination Date, a series of whole numbers from one to d<sub>0</sub>, each representing the relevant T2 Business Day in chronological order from, and including, the first T2 Business Day in (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, the Underlying Interest Period in respect of such Underlying Interest Determination Date or (y) if "Shift" is specified as the Observation Method in the applicable Final Terms, the Observation Lookback Period in respect of such Underlying Interest Determination Date;

"**Lookback Period**" or "**p**" means, in respect of an Underlying Interest Determination Date, the number of T2 Business Days specified in the applicable Final Terms (or, if no such number is specified, five T2 Business Days);

"**n<sub>i</sub>**" means, in respect of any T2 Business Day i, the number of calendar days from (and including) such T2 Business Day i to (but excluding) the following T2 Business Day;

"**Observation Lookback Period**" means, in respect of an Underlying Interest Determination Date, the period from (and including) the date falling p T2 Business Days prior to the first day of the Underlying Interest Period Start Date in respect of such Underlying Interest Determination Date to (but excluding) the date which is p T2 Business Days prior to the Underlying Interest Period End Date in respect of such Underlying Interest Determination Date;

"**Relevant €STR<sub>i</sub>**" means, in respect of any T2 Business Day i:

- (A) if "Lag" is specified as the Observation Method in the applicable Final Terms, €STR<sub>i-pTBD</sub>; or
- (B) if "Shift" is specified as the Observation Method in the applicable Final Terms, €STR<sub>i</sub>, where €STR<sub>i</sub> is, in respect of any T2 Business Day i falling in the relevant Observation Lookback Period, €STR for such day; and

"**T2 Business Day**" means a day on which the T2 is open.

(ii) **€STR Fallback provisions**

(A) *A €STR Transition Event has occurred*

If the Calculation Agent determines at any time prior to the €STR Reference Time on any T2 Business Day that a €STR Transition Event and the related €STR Replacement Date have occurred, the Calculation Agent will appoint an agent (the "**Replacement Underlying Rate Determination Agent**") which will determine the €STR Replacement. The Replacement Underlying Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Settlement Currency as appointed by the Calculation Agent, (y) the Issuer or the Guarantor (if applicable), (z) an affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent or (aa) such other

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entity that the Calculation Agent determines to be competent to carry out such role. In connection with the determination of the €STR Replacement:

- (X) the €STR Replacement will replace the then-current €STR Benchmark for all purposes relating to the relevant Securities in respect of such determination on such date and all determinations on all subsequent dates;
- (Y) the Replacement Underlying Rate Determination Agent may make €STR Replacement Conforming Changes with respect to the relevant Securities from time to time;

any determination, decision or election that may be made by the Replacement Underlying Rate Determination Agent pursuant to this Underlying Interest Rate Linked Condition 3(d)(ii) including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, in each case, solely with respect to the relevant Securities, will be conclusive and binding absent manifest error, will be made by the Replacement Underlying Rate Determination Agent acting in good faith and a commercially reasonable manner;

- (Z) to the extent that there is any inconsistency between this Underlying Interest Rate Linked Condition 3(d)(ii) and any other Terms and Conditions, this Underlying Interest Rate Linked Condition 3(d)(ii) shall prevail with respect to any Securities for which the Underlying Reference Rate is calculated in accordance with this Underlying Interest Rate Linked Condition 3(d)(ii);
- (AA) the Calculation Agent may determine that it is appropriate for an €STR Replacement to replace the then-current €STR Benchmark and apply any €STR Replacement Conforming Changes in respect of any subsequent €STR Transition Event; and
- (BB) where an €STR Transition Event or details of it are announced prior to the relevant €STR Replacement Date then the Replacement Underlying Rate Determination Agent may on or after such earlier announcement date give notice to, in the case of Notes, Noteholders in accordance with Condition 18 of the Notes, in the case of Certificates, Certificateholders in accordance with Condition 19 of the Certificates, and in the case of Warrants, Warrantholders in accordance with Condition 17 of the Warrants, of the relevant changes which will be made to the Securities, provided that, such changes will only take effect as of the €STR Replacement Date.

- (B) *A €STR Transition Event has not occurred and the €STR Benchmark is unavailable*

If, by the relevant €STR Reference Time on a relevant determination date, the €STR Benchmark is unavailable in respect of such determination date and a €STR Transition Event has not occurred, then the rate for such determination date will be the €STR Benchmark, where applicable, of the Corresponding Tenor, as provided by the administrator of the €STR Benchmark and published by an alternative authorised distributor or by or on behalf of the administrator of the €STR Benchmark itself. If no such rate has been published by the Rate Cut-Off Time specified in the applicable Final Terms (or if no time is so specified, 4 p.m. (London time)), then the rate for such determination date will be the rate determined



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by the Calculation Agent to be a commercially reasonable alternative for the €STR Benchmark by applying one of the following rates:

- (1) a rate formally recommended for use by the administrator of the €STR Benchmark; or
- (2) a rate formally recommended for use by the Relevant Governmental Body or any other supervisor which is responsible for supervising the €STR Benchmark or the administrator of the €STR Benchmark,

in each case, during the period of non-publication of the €STR Benchmark and for so long as a €STR Transition Event has not occurred. If a rate described in sub-paragraph (1) is available, the Calculation Agent shall apply that rate. If no such rate is available, but a rate described in sub-paragraph (2) is available, the Calculation Agent shall apply that rate. If neither a rate described in sub-paragraph (1) nor a rate described in sub-paragraph (2) is available, then the Calculation Agent shall determine a commercially reasonable alternative for the €STR Benchmark taking into account, where available, any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing the €STR Benchmark that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

(C) *€STR Fallback Definitions*

Notwithstanding any other definitions to the contrary in these Terms and Conditions, the following definitions shall apply with respect to this Underlying Interest Rate Linked Condition 3(d)(ii):

**"2006 ISDA Definitions"** means, in respect of a Series of Securities, the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto ("**ISDA**"), as amended, updated or supplemented as at the Issue Date of the first Tranche of Securities of such Series;

**"2021 ISDA Definitions"** means, in respect of a Series of Securities, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the Issue Date of the first Tranche of Securities of such Series, as published by ISDA on its website ([www.isda.org](http://www.isda.org));

**"Corresponding Tenor"** with respect to a €STR Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current €STR Benchmark.

**"€STR Benchmark"** means, initially, Compounded Daily €STR (as defined in Underlying Interest Rate Linked Condition 3(d)(i) of the appropriate tenor (if applicable), provided that, if a €STR Transition Event and its related €STR Replacement Date have occurred with respect to Compounded Daily €STR, or the then-current €STR Benchmark, then "€STR Benchmark" means the applicable €STR Replacement.

**"€STR Reference Time"** with respect to any determination of the €STR Benchmark means 11:00 am (Brussels time) on the T2 Business Day immediately following the date of such determination.

**"€STR Replacement"** means the first alternative set forth in the order below that can be determined by the Replacement Underlying Rate Determination Agent as of the €STR Replacement Date:

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- (1) the ISDA Fallback Rate;
- (2) the alternative rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current €STR Benchmark, where applicable, for the applicable Corresponding Tenor; or
- (3) the alternative rate of interest that has been selected by the Replacement Underlying Rate Determination Agent as the replacement for the then-current €STR Benchmark, where applicable for the applicable Corresponding Tenor, giving due consideration to any industry-accepted rate of interest as a replacement for the then-current €STR Benchmark for floating rate securities denominated in the currency of the €STR Benchmark (the "**Relevant Benchmark Currency**") calculated at such time.

**"€STR Replacement Conforming Changes"** means, with respect to any €STR Replacement, any technical, administrative or operational changes (including, but not limited to, timing and frequency of determining rates with respect to each interest period and making payments of interest, rounding of amounts or tenors, day count fractions, business day convention, amendments to any other terms of the Securities and other administrative matters) that the Replacement Underlying Rate Determination Agent decides may be appropriate to reflect the adoption of such €STR Replacement in a manner substantially consistent with market practice (or, if the Replacement Underlying Rate Determination Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Replacement Underlying Rate Determination Agent determines that no market practice for use of the €STR Replacement exists, in such other manner as the Replacement Underlying Rate Determination Agent or the Calculation Agent, as the case may be, determines is reasonably necessary, acting in good faith and in a commercially reasonable manner).

**"€STR Replacement Date"** means the earliest to occur of the following events with respect to the then-current €STR Benchmark:

- (1) in the case of paragraph (1) or (2) of the definition of "€STR Transition Event", the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the €STR Benchmark permanently or indefinitely ceases to provide such €STR Benchmark; or
- (2) in the case of paragraph (3) of the definition of "€STR Transition Event", the date of the public statement or publication of information referenced therein,

for the avoidance of doubt, if the event giving rise to the €STR Replacement Date occurs on the same day as, but earlier than, the €STR Reference Time in respect of any determination, the €STR Replacement Date will be deemed to have occurred prior to the €STR Reference Time for such determination.

**"€STR Transition Event"** means the occurrence of one or more of the following events with respect to the then-current €STR Benchmark:

- (1) a public statement or publication of information by or on behalf of the administrator of the €STR Benchmark announcing that the administrator has ceased or will cease to provide the €STR Benchmark permanently or indefinitely, provided that, at the time

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- of such statement or publication, there is no successor administrator that will continue to provide the €STR Benchmark;
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the €STR Benchmark, the central bank for the currency of the €STR Benchmark, an insolvency official with jurisdiction over the administrator for the €STR Benchmark, a resolution authority with jurisdiction over the administrator for the €STR Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the €STR Benchmark, which states that the administrator of the €STR Benchmark has ceased or will cease to provide the €STR Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the €STR Benchmark; or
- (3) a public statement or publication of information by the regulatory supervisor for the administrator of the €STR Benchmark announcing that the €STR Benchmark is no longer representative, the €STR Benchmark has been or will be prohibited from being used or that its use has been or will be subject to restrictions or adverse consequences, either generally or in respect of the Securities.

**"ISDA Definitions"** means the 2006 ISDA Definitions or the 2021 ISDA Definitions, as specified in the applicable Final Terms.

**"ISDA Fallback Adjustment"** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an €STR Transition Event with respect to the €STR Benchmark for the applicable tenor.

**"ISDA Fallback Rate"** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an €STR Transition Event with respect to the €STR Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

**"Rate Cut-off Time"** has the meaning given to it in the applicable Final Terms.

**"Relevant Governmental Body"** means the European Central Bank (including any board thereof) or any committee officially endorsed and/or convened thereby.

(e) SARON

- (i) Where "Screen Rate Determination – SARON" is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will be the Compounded Daily SARON plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any), all as determined by the Calculation Agent on the Underlying Interest Determination Date and calculated in accordance with this Underlying Interest Rate Linked Condition 3(e)(i), subject to the provisions of Underlying Interest Rate Linked Condition 3(e)(ii).

The following definitions shall apply for the purpose of this Underlying Interest Rate Linked Condition 3(e):

**"Compounded Daily SARON"** means, with respect to an Underlying Interest Determination Date, the rate of return of a daily compound interest investment in Swiss francs (with the daily overnight interest rate of the secured funding market for Swiss franc as the reference rate for the calculation of interest) calculated by the Calculation Agent on the relevant Underlying Interest Determination Date, in accordance with the following formula:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SARON}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where the resulting percentage will be rounded (if necessary) to the nearest fifth decimal place, with 0.000005 being rounded upwards.

**"d"** means, in respect of a SARON Observation Period, the number of calendar days in such SARON Observation Period;

**"d<sub>0</sub>"** means, in respect of a SARON Observation Period, the number of Zurich Banking Days in such SARON Observation Period.

**"i"** means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant Zurich Banking Days in the relevant SARON Observation Period in chronological order from, and including, the first Zurich Banking Day in such SARON Observation Period;

**"Lookback Period"** or **"p"** means, in respect of an Underlying Interest Determination Date, the number of Zurich Banking Days specified in the applicable Final Terms (or, if no such number is specified, five Zurich Banking Days);

**"n<sub>i</sub>"** means, in respect of any Zurich Banking Day i, the number of calendar days from (and including) such Zurich Banking Day i to (but excluding) the first following Zurich Banking Day;

**"SARON"** means, in respect of any Zurich Banking Day:

- (i) the Swiss Average Rate Overnight for such Zurich Banking Day published by the SARON Administrator on the Relevant Screen Page (or such replacement page which displays the information) at the SARON Reference Time;
- (ii) if such rate is not so published on the Relevant Screen Page at the SARON Reference Time on such Zurich Banking Day, other than as a consequence of a SARON Index Cessation Event for which a SARON Index Cessation Effective Date has occurred at or prior to the SARON Reference Time on such Zurich Banking Day, the Swiss Average Rate Overnight published on the Relevant Screen Page for the first preceding Zurich Banking Day for which the Swiss Average Rate Overnight was published on the Relevant Screen Page; or
- (iii) if such rate is not so published on the Relevant Screen Page at the SARON Reference Time on such Zurich Banking Day as a consequence of a SARON Index Cessation Event for which a SARON Index Cessation Effective Date has occurred at or prior to the SARON Reference Time on such Zurich Banking Day, the SARON Replacement determined in accordance with Underlying Interest Rate Linked Condition 3(e)(ii) below;

**"SARON Administrator"** means SIX Swiss Exchange AG (or any successor administrator);

**"SARON Observation Period"** means, in respect of an Underlying Interest Determination Date, the period from (and including) the date falling p Zurich Banking Days prior to the Underlying Interest Period Start Date in respect of such Underlying Interest Determination Date to (but excluding) the date which is p Zurich

Banking Days prior to the Underlying Interest Period End Date in respect of such Underlying Interest Determination Date;

**"SARON Reference Time"** means, in respect of any Zurich Banking Day, the close of trading on the trading platform of SIX Repo AG (or any successor thereto) on such Zurich Banking Day, which is expected to be at or around 6 p.m. (Zurich time);

**"SARON<sub>i</sub>"** means, in respect of any Zurich Banking Day i, SARON as provided by the SARON Administrator to, and published by, authorised distributors of SARON in respect of that day at the SARON Reference Time (or any amended publication time as specified by the SARON Administrator in the SARON benchmark methodology) on such Zurich Banking Day;

**"Underlying Interest Period End Date"** means, in respect of an Underlying Interest Determination Date, the date specified as such in the applicable Final Terms;

**"Underlying Interest Period Start Date"** means, in respect of an Underlying Interest Determination Date, the date specified as such in the applicable Final Terms; and

**"Zurich Banking Day"** means any day (other than a Saturday and Sunday) on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in Zurich.

(ii) SARON Replacement Provisions

- (A) If the Calculation Agent determines at any time prior to the SARON Reference Time on any Zurich Banking Day that a SARON Index Cessation Event and the related SARON Index Cessation Effective Date have occurred, the Calculation Agent shall determine the SARON Replacement.

If there is no Recommended SARON Replacement Rate and the SNB Policy Rate for any Zurich Banking Day with respect to which SARON is to be determined has not been published on such Zurich Banking Day (the **"Affected Zurich Banking Day"**), then the Calculation Agent will appoint an agent (the **"Replacement Underlying Rate Determination Agent"**) on or prior to the first Zurich Banking Day in respect of which a SARON Index Cessation Event and related SARON Index Cessation Effective Date have occurred and for which the SNB Policy Rate has not been published. The Replacement Underlying Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Settlement Currency as appointed by the Calculation Agent, (y) the Issuer or the Guarantor (if applicable), (z) an affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent or (aa) such other entity that the Calculation Agent determines to be competent to carry out such role.

The Replacement Underlying Rate Determination Agent will determine whether to use an alternative rate to SARON for the Affected Zurich Banking Day and for all subsequent Zurich Banking Days in the SARON Observation Period in which the Affected Zurich Banking Day falls (the **"Affected SARON Observation Period"**) and all SARON Observation Periods thereafter.

For the purposes of determining the Underlying Reference Rate:

- (i) the Replacement Underlying Rate Determination Agent shall determine: (A) the method for determining the SARON Replacement (including any alternative method for determining the SARON Replacement if such alternative rate is unavailable on the relevant Underlying Interest Determination Date), which method shall be consistent with industry-accepted practices for the SARON Replacement and (B) any adjustment factor as may be necessary to make the SARON Replacement comparable to

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the then-current SARON Benchmark consistent with industry-accepted practices for the SARON Replacement;

- (ii) for the Affected Zurich Banking Day and all subsequent Zurich Banking Days in the Affected SARON Observation Period and all SARON Observation Periods thereafter, references to SARON in the Terms and Conditions shall be deemed to be references to the SARON Replacement, including any alternative method for determining such rate and any adjustment factor as described in sub-clause (i) above;
- (iii) the Replacement Underlying Rate Determination Agent may make SARON Replacement Conforming Changes with respect to the Securities from time to time;
- (iv) any determination, decision or election that may be made by the Replacement Underlying Rate Determination Agent pursuant to this Underlying Interest Rate Linked Condition 3(e)(ii) including any SARON Replacement Conforming Changes or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, in each case, solely with respect to the relevant Securities, will be conclusive and binding absent manifest error and will be made by the Replacement Underlying Rate Determination Agent acting in good faith and a commercially reasonable manner;
- (v) to the extent that there is any inconsistency between this Underlying Interest Rate Linked Condition and any other Terms and Conditions, this Underlying Interest Rate Linked Condition 3(e)(ii) shall prevail with respect to any Securities for which the Underlying Reference Rate is calculated in accordance with this Underlying Interest Rate Linked Condition 3(e);
- (vi) the Calculation Agent may determine that it is appropriate for a SARON Replacement to replace the then-current SARON Benchmark and apply any SARON Replacement Conforming Changes in respect of any subsequent SARON Index Cessation Event; and
- (vii) where a SARON Index Cessation Event or details of it are announced prior to the relevant SARON Index Cessation Effective Date then the Replacement Underlying Rate Determination Agent may on or after such earlier announcement date give notice to, in the case of Notes, Noteholders in accordance with Condition 18 of the Notes, in the case of Certificates, Certificateholders in accordance with Condition 19 of the Certificates, and in the case of Warrants, Warrantholders in accordance with Condition 17 of the Warrants, of the relevant changes which will be made to the Securities, provided that, such changes will only take effect as of the SARON Index Cessation Effective Date.

As used in this Underlying Interest Rate Linked Condition 3(e)(ii), the following definitions shall apply:

**"Recommended SARON Adjustment Spread"** means, with respect to any Recommended SARON Replacement Rate:

- (i) the spread (which may be positive, negative or zero), formula or methodology for calculating such a spread, that the Recommending Body has recommended be applied to such Recommended SARON Replacement Rate in the case of fixed income securities with respect to which such Recommended SARON Replacement Rate has replaced the Swiss Average Rate Overnight as the reference rate for the purposes of determining the applicable rate of interest thereon; or
- (ii) if the Recommending Body has not recommended such a spread, formula or methodology as described in clause (i) above to be applied to such Recommended SARON Replacement Rate, for the purposes of determining

SARON, the Calculation Agent will determine the spread, acting in good faith and in a commercially reasonable manner, to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the Swiss Average Rate Overnight with such Recommended SARON Replacement Rate. The Calculation Agent will take into account industry-accepted practices for fixed income securities with respect to which such Recommended SARON Replacement Rate has replaced the Swiss Average Rate Overnight as the reference rate for the purposes of determining the applicable rate of interest thereon;

**"Recommended SARON Replacement Rate"** means the rate that has been recommended as the replacement for the Swiss Average Rate Overnight by any working group or committee in Switzerland organised in the same or a similar manner as the National Working Group on Swiss Franc Reference Rates that was founded in 2013 for the purposes of, among other things, considering proposals to reform reference interest rates in Switzerland (any such working group or committee, the **"Recommending Body"**);

**"SARON Benchmark"** means, initially, Compounded Daily SARON (as defined in Underlying Interest Rate Linked Condition 3(e)(i), provided that, if a SARON Index Cessation Event and its related SARON Index Cessation Effective Date have occurred with respect to Compounded Daily SARON, or the then-current SARON Benchmark, then "SARON Benchmark" means the applicable SARON Replacement.

**"SARON Index Cessation Effective Date"** means the earliest of:

- (i) in the case of the occurrence of a SARON Index Cessation Event described in clause (i) of the definition thereof, the date on which the SARON Administrator ceases to provide the Swiss Average Rate Overnight;
- (ii) in the case of the occurrence of a SARON Index Cessation Event described in sub-clause (ii)(x) of the definition thereof, the latest of:
  - (x) the date of such statement or publication;
  - (y) the date, if any, specified in such statement or publication as the date on which the Swiss Average Rate Overnight will no longer be representative; and
  - (z) if a SARON Index Cessation Event described in sub-clause (ii)(y) of the definition thereof has occurred on or prior to either or both dates specified in sub-clauses (x) and (y) of this clause (ii), the date as of which the Swiss Average Rate Overnight may no longer be used; and
- (iii) in the case of the occurrence of a SARON Index Cessation Event described in sub-clause (ii)(y) of the definition thereof, the date as of which the Swiss Average Rate Overnight may no longer be used;

**"SARON Index Cessation Event"** means the occurrence of one or more of the following events:

- (i) a public statement or publication of information by or on behalf of the SARON Administrator, or by any competent authority, announcing or confirming that the SARON Administrator has ceased or will cease to provide the Swiss Average Rate Overnight permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Swiss Average Rate Overnight; or
- (ii) a public statement or publication of information by the SARON Administrator or any competent authority announcing that (x) the Swiss Average Rate Overnight is no longer representative or will as of a certain

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date no longer be representative, or (y) the Swiss Average Rate Overnight may no longer be used after a certain date, which statement, in the case of sub-clause (y), is applicable to (but not necessarily limited to) fixed income securities and derivatives;

**"SARON Replacement"** means the first alternative set forth in the order below that can be determined by the Replacement Underlying Rate Determination Agent as of the SARON Index Cessation Effective Date:

- (i) the Recommended SARON Replacement Rate for such Zurich Banking Day, giving effect to the Recommended SARON Adjustment Spread, if any, published on such Zurich Banking Day;
- (ii) the policy rate of the Swiss National Bank (the **"SNB Policy Rate"**) for such Zurich Banking Day, giving effect to the SNB Adjustment Spread, if any; or
- (iii) the alternative rate of interest that has been selected by the Replacement Underlying Rate Determination Agent as the replacement for the then-current SARON Benchmark, being such industry-accepted successor rate or, if no such rate exists, it shall select such rate that it has determined is most comparable to the Swiss Average Rate Overnight;

**"SARON Replacement Conforming Changes"** means, with respect to any SARON Replacement, any technical, administrative or operational changes (including, but not limited to, timing and frequency of determining rates with respect to each interest period and making payments of interest, rounding of amounts or tenors, day count fractions, business day convention, amendments to any other Condition and other administrative matters) that the Replacement Underlying Rate Determination Agent decides may be appropriate to reflect the adoption of such SARON Replacement in a manner substantially consistent with market practice (or, if the Replacement Underlying Rate Determination Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Replacement Underlying Rate Determination Agent determines that no market practice for use of the SARON Replacement exists, in such other manner as the Replacement Underlying Rate Determination Agent or the Calculation Agent, as the case may be, determines is reasonably necessary, acting in good faith and in a commercially reasonable manner); and

**"SNB Adjustment Spread"** means, with respect to the SNB Policy Rate, the spread to be applied to the SNB Policy Rate in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the Swiss Average Rate Overnight with the SNB Policy Rate for the purposes of determining SARON, which spread will be determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner, taking into account the historical median between the Swiss Average Rate Overnight and the SNB Policy Rate during the two year period ending on the date on which the SARON Index Cessation Event occurred (or, if more than one SARON Index Cessation Event has occurred, the date on which the first of such events occurred).

(f) TONA

- (i) Where "Screen Rate Determination – TONA" is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will be Compounded Daily TONA plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any), all as determined by the Calculation Agent on the relevant Underlying Interest Determination Date and calculated in accordance with this Underlying Interest Rate



Linked Condition 3(f)(i), subject to the provisions of Underlying Interest Rate Linked Condition 3(f)(ii) and 3(f)(iii).

The following definitions shall apply for the purpose of this Underlying Interest Rate Linked Condition 3(f):

**"Compounded Daily TONA"** means, with respect to an Underlying Interest Determination Date, an amount equal to the rate of return of a daily compounded interest investment in Japanese yen (with the daily Tokyo Overnight Average rate as the reference rate for the calculation of interest), calculated by the Calculation Agent on the relevant Underlying Interest Determination Date in accordance with the following formula:

- (A) if "TONA Compound with Lookback" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{TONA_{i-pTBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards;

**"d"** means, in respect of an Underlying Interest Determination Date, the number of calendar days in the Underlying Interest Period in respect of such Underlying Interest Determination Date;

**"d<sub>0</sub>"** means, in respect of an Underlying Interest Determination Date, the number of Tokyo Banking Days in the Underlying Interest Period in respect of such Underlying Interest Determination Date;

**"i"** means, in respect of an Underlying Interest Determination Date, a series of whole numbers from one to d<sub>0</sub>, each representing the relevant Tokyo Banking Days in chronological order from (and including) the first Tokyo Banking Day in the Underlying Interest Period in respect of such Underlying Interest Determination Date;

**"Lookback Period"** or **"p"** means the number of Tokyo Banking Days specified in the applicable Final Terms or, if no such number is specified, 5 Tokyo Banking Days;

**"n<sub>i</sub>"** means, in respect of a Tokyo Banking Day<sub>i</sub>, the number of calendar days from (and including) such Tokyo Banking Day<sub>i</sub> up to (but excluding) the following Tokyo Banking Day; and

**"TONA<sub>i-pTBD</sub>"** means, in respect of a Tokyo Banking Day<sub>i</sub>, TONA in respect of the Tokyo Banking Day falling p Tokyo Banking Days prior to such Tokyo Banking Day;

- (B) if "TONA Compound with Observation Period Shift" is specified as the Observation Method in the applicable Final Terms:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{TONA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards;

**"d"** means, in respect of a TONA Observation Period, the number of calendar days in such TONA Observation Period;

**"d<sub>0</sub>"** means, in respect of a TONA Observation Period, the number of Tokyo Banking Days in such TONA Observation Period;

"**i**" means, in respect of a TONA Observation Period, a series of whole numbers from one to  $d_0$ , each representing the Tokyo Banking Days in chronological order from (and including) the first Tokyo Banking Day in such TONA Observation Period;

"**n<sub>i</sub>**" means, in respect of a Tokyo Banking Day<sub>i</sub>, the number of calendar days from (and including) such Tokyo Banking Day<sub>i</sub> up to (but excluding) the following Tokyo Banking Day;

"**Observation Shift Days**" means the number of Relevant Business Days specified in the applicable Final Terms or, if no such number is specified, five Relevant Business Days;

"**Relevant Business Day**" means a day which is (i) a Tokyo Banking Day, (ii) if one or more Observation Shift Business Centre(s) (other than T2) are specified in the applicable Final Terms, a day (other than a Saturday or Sunday) 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 relevant Observation Shift Business Centre(s) and (iii) if "T2" is specified as an Observation Shift Business Centre, a day on which the real time gross settlement system operated by the Eurosystem or any successor or replacement for that system (the "T2") is open;

"**TONA Observation Period**" means, in respect of an Underlying Interest Determination Date, the period from (and including) the date falling the number of Observation Shift Days prior to the Underlying Interest Period Start Date in respect of such Underlying Interest Determination Date to (but excluding) the date that is the number Observation Shift Days prior to the Underlying Interest Period End Date in respect of such Underlying Interest Determination Date; and

"**TONA<sub>i</sub>**" means, in respect of a Tokyo Banking Day<sub>i</sub>, TONA in respect of such Tokyo Banking Day<sub>i</sub>;

"**Tokyo Banking Day**" means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Tokyo;

"**TONA**" means the rate determined by the Calculation Agent in respect of a Tokyo Banking Day, being the Tokyo Overnight Average (TONA) rate administered by the Bank of Japan (or any successor administrator) for such Tokyo Banking Day as provided by the administrator of TONA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) in each case as of approximately 10.00 a.m. (Tokyo time) (or any amended publication time as specified by the administrator of such rate) on the Tokyo Banking Day immediately following such Tokyo Banking Day. If no such rate is published by the administrator of TONA or an authorised distributor and is not otherwise provided by the administrator of TONA other than as a consequence of a TONA Index Cessation Event, then TONA for such Tokyo Banking Day will be TONA last provided or published on the Relevant Screen Page (or as otherwise published by relevant authorised distributors) that appears at approximately 10.00 a.m. (Tokyo time) on the Bank of Japan's Website on the Tokyo Banking Day immediately following such Tokyo Banking Day;

"**Underlying Interest Period End Date**" means, in respect of an Underlying Interest Determination Date, the date specified as such in the applicable Final Terms; and

"**Underlying Interest Period Start Date**" means, in respect of an Underlying Interest Determination Date, the date specified as such in the applicable Final Terms.

(ii) Correction of TONA

If TONA in respect of any Tokyo Banking Day is subsequently corrected and provided by the administrator of TONA to authorised distributors of TONA and published on the Relevant Screen Page no later than the Correction Cut-off Time (if any) or, if later (or there is no such Correction Cut-off Time), one hour after the rate for such Tokyo Banking Day is published on the Relevant Screen Page, then TONA in respect of such Tokyo Banking Day shall be the subsequently corrected and published rate appearing on the Relevant Screen Page.

Where:

**"Correction Cut-off Time"** means the time specified as such by the administrator of TONA in the TONA benchmark methodology.

(iii) TONA Fallbacks

If the Calculation Agent determines at any time prior to the TONA Reference Time on any Tokyo Banking Day that a TONA Index Cessation Event has occurred, then the rate in respect of each Tokyo Banking Day falling on or after the TONA Index Cessation Effective Date will be the JPY Recommended Rate.

If there is a JPY Recommended Rate before the end of the first Tokyo Banking Day following the TONA Index Cessation Effective Date, but neither the administrator nor authorised distributors provide or publish the JPY Recommended Rate, then, subject to the below, in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published JPY Recommended Rate. However, if there is no last provided or published JPY Recommended Rate, then in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published TONA.

If:

- (A) there is no JPY Recommended Rate before the end of the first Tokyo Banking Day following the TONA Index Cessation Effective Date; or
- (B) there is a JPY Recommended Rate and a JPY Recommended Rate Index Cessation Effective Date subsequently occurs in respect of such JPY Recommended Rate,

then the rate in respect of each Tokyo Banking Day falling on or after the TONA Index Cessation Effective Date or a JPY Recommended Rate Fixing Day occurring on or after the JPY Recommended Rate Index Cessation Effective Date, as the case may be, will be a commercially reasonable alternative for TONA or the JPY Recommended Rate, as the case may be, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing TONA or the JPY Recommended Rate (as applicable) that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

For the purposes of this Underlying Interest Rate Linked Condition 3(f)(iii):

**"JPY Recommended Rate"** means, in respect of any Tokyo Banking Day, the rate (inclusive of any spreads or adjustments) recommended as the replacement for TONA by a committee officially endorsed or convened by the Bank of Japan for the purpose of recommending a replacement for TONA (which rate may be produced by the Bank of Japan or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorised distributor in respect of such day;

**"JPY Recommended Rate Fixing Day"** means, in respect of the JPY Recommended Rate and any day, the publication day specified by the administrator of the JPY Recommended Rate for the JPY Recommended Rate in its benchmark methodology;

**"JPY Recommended Rate Index Cessation Effective Date"** means, in respect of the JPY Recommended Rate and a JPY Recommended Rate Index Cessation Event, the first date on which the JPY Recommended Rate would ordinarily have been published or provided and is no longer published or provided;

**"JPY Recommended Rate Index Cessation Event"** means, in respect of the JPY Recommended Rate:

- (a) a public statement or publication of information by or on behalf of the administrator of the JPY Recommended Rate announcing that it has ceased or will cease to provide the JPY Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the JPY Recommended Rate; or
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the JPY Recommended Rate, the central bank for the currency of the JPY Recommended Rate, an insolvency official with jurisdiction over the administrator of the JPY Recommended Rate, a resolution authority with jurisdiction over the administrator of the JPY Recommended Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the JPY Recommended Rate, which states that the administrator of the JPY Recommended Rate has ceased or will cease to provide the JPY Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the JPY Recommended Rate;

**"TONA Index Cessation Effective Date"** means, in respect of TONA and a TONA Index Cessation Event, the first date on which TONA would ordinarily have been published or provided and is no longer published or provided;

**"TONA Index Cessation Event"** means, in respect of TONA:

- (a) a public statement or publication of information by or on behalf of the administrator of TONA announcing that it has ceased or will cease to provide TONA permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide TONA; or
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of TONA, the central bank for the currency of TONA, an insolvency official with jurisdiction over the administrator of TONA, a resolution authority with jurisdiction over the administrator of TONA or a court or an entity with similar insolvency or resolution authority over the administrator of TONA, which states that the administrator of TONA has ceased or will cease to provide TONA permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide TONA; and

**"TONA Reference Time"** means, with respect to any determination of TONA, 10.00 a.m. (Tokyo time) on the Tokyo Banking Day immediately following the date of such determination.

#### 4. **Determination of Underlying Interest Rate**

The Calculation Agent will, on or as soon as practicable after each date on which the Underlying Interest Rate is to be determined, which if the Securities are Hybrid Securities and Hybrid Business Day is specified as applicable in the applicable Final Terms, will be deemed to be a Scheduled Trading Day for the purposes of determining whether such day is a Hybrid Business Day (the

**"Underlying Interest Determination Date"**), determine the Underlying Reference Rate (subject to any Minimum Underlying Reference Rate or Maximum Underlying Reference Rate specified in the applicable Final Terms). The Calculation Agent will notify the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, of the Underlying Reference Rate as soon as practicable after calculating the same.

5. **Minimum and/or Maximum Underlying Reference Rate**

If the applicable Final Terms specifies a Minimum Underlying Reference Rate, then, in the event that the Underlying Reference Rate determined in accordance with the provisions of Underlying Interest Linked Conditions 2 or 3 above (as appropriate) is less than such Minimum Underlying Reference Rate, the Underlying Reference Rate shall be such Minimum Underlying Reference Rate.

If the applicable Final Terms specifies a Maximum Underlying Reference Rate, then, in the event that the Underlying Reference Rate determined in accordance with the provisions of Underlying Interest Rate Linked Conditions 2 or 3 above (as appropriate) is greater than such Maximum Underlying Reference Rate, the Underlying Reference Rate shall be such Maximum Underlying Reference Rate.

**ANNEX 10****ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED SECURITIES**

*The terms and conditions applicable to Credit Linked Securities shall comprise, in the case of Notes, the Terms and Conditions of the Notes (as set out under the heading "Terms and Conditions of the Notes" above and, for the avoidance of doubt, not including Annexes 1 to 12) and, in the case of Certificates, the Terms and Conditions of the Certificates (as set out under the heading "Terms and Conditions of the Certificates" above and, for the avoidance of doubt, not including Annexes 1 to 12), as applicable (the "**Conditions**") and the additional Terms and Conditions for payouts (as set out in Annex 1 under the heading "Additional Terms and Conditions for Payouts" above) (the "**Payout Conditions**") and the additional Terms and Conditions set out below (the "**Credit Linked Conditions**") and any other additional Terms and Conditions that may be specified in the Final Terms (the "**Additional Terms and Conditions**") in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Credit Linked Conditions, the Credit Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Credit Linked Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

**1. General****(a) Credit Terms**

The Final Terms shall specify amongst other things:

- (a) the type of Credit Linked Securities, being Single Reference Entity Credit Linked Securities, Nth-to-Default Credit Linked Securities or Linear Basket Credit Linked Securities;
- (b) the Settlement Method (if not Auction Settlement) and, where Auction Settlement applies, the applicable Fallback Settlement Method;
- (c) the Reference Entity or Reference Entities in respect of which a Credit Event may occur;
- (d) the Reference Obligation(s) (if any) in respect of each Reference Entity;
- (e) the Trade Date and (in the case of Credit Linked Notes) the Scheduled Maturity Date or (in the case of Credit Linked Certificates) the Scheduled Redemption Date;
- (f) the Transaction Type applicable to each Reference Entity; and
- (g) the Reference Entity Notional Amount in respect of each Reference Entity.

**(b) Physical Settlement Matrix**

Where a Transaction Type is specified in the Final Terms in respect of any Reference Entity, then the provisions of these Credit Linked Conditions shall apply with respect to such Reference Entity in accordance with the Physical Settlement Matrix as it applies to such Transaction Type, as though such Physical Settlement Matrix were set out in full in the Final Terms.

**(c) Additional Provisions**

If, in accordance with the specified Transaction Type or otherwise, any Additional Provisions are applicable, these Credit Linked Conditions shall take effect subject to the provisions thereof.

## (d) Linear Basket Credit Linked Securities

If the Credit Linked Securities are Linear Basket Credit Linked Securities, then the provisions of these Credit Linked Conditions relating to redemption or settlement of Credit Linked Securities following the occurrence of an Event Determination Date, extension of maturity of Credit Linked Securities on delivery of an Extension Notice, cessation or suspension of accrual of interest or accrual and payment of interest following (in the case of Credit Linked Certificates) the Scheduled Redemption Date or, (in the case of Credit Linked Notes) the Scheduled Maturity Date shall apply separately with respect to each Reference Entity and a portion of each Credit Linked Security corresponding to the Reference Entity Notional Amount divided by the number of Credit Linked Securities then in issue. The remaining provisions of these Credit Linked Conditions shall be construed accordingly.

## (e) Payer/Receiver Option

Where "Payer/Receiver Option" is specified as applicable in the applicable Final Terms:

(A) the Payer/Receiver Option shall be automatically exercised at the Option Expiration Time on the Option Expiry Date in respect of the Option Outstanding Notional Amount per Credit Linked Security. A Holder of Securities, upon such due exercise, will receive from the Issuer on the Option Settlement Date, in respect of each Credit Linked Security, an "**Option Cash Settlement Amount**" per Credit Linked Security calculated by the Calculation Agent (which shall not be less than zero) to be equal to:

(i) where "Option Type" is "Payer" and "Index Quotation Method" is "Spread":

$OONA * \text{Max} [0\%; \text{Upfront (Final Index Spread)} - \text{Upfront (Index Strike Spread)}];$

or

(ii) where "Option Type" is "Payer" and "Index Quotation Method" is "Upfront":

$OONA * \text{Max} [0\%; \text{Index Strike} - \text{Final Index Price}];$

or

(iii) where "Option Type" is "Receiver" and "Index Quotation Method" is "Spread":

$OONA * \text{Max} [0\%; \text{Upfront (Index Strike Spread)} - \text{Upfront (Final Index Spread)}];$

or

(iv) where "Option Type" is "Receiver" and "Index Quotation Method" is "Upfront":

$OONA * \text{Max} [0\%; \text{Final Index Price} - \text{Index Strike}];$

Where:

"**CDS Notional Amount**" means the amount specified as such in the applicable Final Terms.

"**Final Index Price**" means, where "Index Quotation Method" is "Upfront", with respect to the Underlying Index, a percentage determined by the Calculation Agent as follows:

(1) the Calculation Agent shall use reasonable efforts to seek, at or about the Option Expiration Time on the Option Expiry Date, firm and executable (i) where the "Option Type" is "Payer", offer quotations; or (ii) where the "Option Type" is

"Receiver", bid quotations, (expressed in % upfront) with respect to a market standard credit default swap transaction referencing the Underlying Index for a notional amount equal to or lower than the CDS Notional Amount from at least three Market Makers (each a "**Quotation (Upfront)**"), as selected by the Calculation Agent in its sole discretion;

- (2) if two or more Quotations (Upfront) are received by the Calculation Agent, (i) where the "Option Type" is "Payer", the lowest Quotation (Upfront) shall be the Final Index Price; or (ii) where the "Option Type" is "Receiver", the highest Quotation (Upfront) shall be the Final Index Price;
- (3) if only one Quotation (Upfront) is received by the Calculation Agent, such Quotation (Upfront) shall be the Final Index Price; and
- (4) if no Quotation (Upfront) is received by the Calculation Agent, the Final Index Price shall be determined by the Calculation Agent in good faith and in a commercially reasonable manner,

(the "**Original Final Index Price**"), provided that, where an Event Determination Date occurs with respect to any Reference Entities included in the Underlying Index ("**Underlying Index Reference Entities**") and the final prices for such affected Underlying Index Reference Entities are determined pursuant to an industry organised auction mechanism (a "**Market Auction**") prior to the Option Expiry Date, the Calculation Agent shall recalculate the Final Index Price using the Original Final Index Price adjusted to take into account the final prices determined by the relevant Market Auction. The Calculation Agent shall do so using the following formula:

$$\text{Final Index Price} = \text{original Final Index Price} \times \left(1 - \sum_{i=1}^N w_i \times D_i\right) + \sum_{i=1}^N w_i \times D_i \times RR_i$$

Where:

- (1) N = Number of original constituents in the Underlying Index;
- (2)  $w_i$  = weighting of the Reference Entity i in the Underlying Index;
- (3)  $RR_i$  = final price of the Reference Entity i;
- (4)  $D_i = 1$  if an Event Determination Date occurred on the Reference Entity i and the corresponding recovery rate has been determined. Otherwise  $D_i = 0$ .

"**Final Index Spread**" means, where "Index Quotation Method" is "Spread", with respect to the Underlying Index, a spread determined by the Calculation Agent as follows:

- (1) the Calculation Agent shall use reasonable efforts to seek, at or about the Option Expiration Time on the Option Expiry Date, firm and executable (i) where the "Option Type" is "Payer", bid quotations; or (ii) where the "Option Type" is "Receiver", offer quotations, (expressed in % per annum) with respect to a market standard credit default swap transaction referencing the Underlying Index for a notional amount equal to or lower than the CDS Notional Amount from at least three Market Makers (each a "**Quotation (Spread)**"), as selected by the Calculation Agent in its sole discretion;



- (2) if two or more Quotations (Spread) are received by the Calculation Agent, (i) where the "Option Type" is "Payer", the highest Quotation (Spread) shall be the Final Index Spread, or (ii) where the "Option Type" is "Receiver", the lowest Quotation (Spread) shall be the Final Index Spread;
- (3) if only one Quotation (Spread) is received by the Calculation Agent, such Quotation (Spread) shall be the Final Index Spread; and
- (4) if no Quotation (Spread) is received by the Calculation Agent, the Final Index Spread shall be determined by the Calculation Agent in good faith and in a commercially reasonable manner,

(the "**Original Final Index Spread**"), provided that, where an Event Determination Date occurs with respect to any Reference Entities included in the Underlying Index ("**Underlying Index Reference Entities (Spread)**") and the final prices for such affected Underlying Index Reference Entities (Spread) are determined pursuant to an industry organised auction mechanism (a "**Market Auction (Spread)**") prior to the Option Expiry Date, the Calculation Agent shall recalculate the Final Index Spread using the Original Final Index Spread adjusted to take into account the final prices determined by the relevant Market Auction (Spread). The Calculation Agent shall do so using the following formula:

$$\text{Final Index Price} = \text{original Final Index Price} \times \left( 1 - \sum_{i=1}^N w_i \times D_i \right) + \sum_{i=1}^N w_i \times D_i \times RR_i$$

Where:

- (1) N = Number of original constituents in the Underlying Index;
- (2)  $w_i$  = weighting of the Reference Entity i in the Underlying Index;
- (3)  $RR_i$  = final price of the Reference Entity i;
- (4)  $D_i = 1$  if an Event Determination Date occurred on the Reference Entity i and the corresponding recovery rate has been determined. Otherwise  $D_i = 0$ ; and
- (5) the "**Original Final Index Price**" shall be obtained by the Calculation Agent by converting, in a commercially reasonable manner, the Original Final Index Spread from a running spread to an upfront price using the "I" (ISDA Standard Upfront Settlement) Calculator available through the Bloomberg page CDSW (or any successor page thereto as determined by the Calculation Agent) and using the recovery currently assumed by the market as determined by the Calculation Agent in good faith and in a commercially reasonable manner.

Once the Final Index Price is calculated in accordance with the formula above, the Calculation Agent shall convert it back from an upfront amount to a running spread (i.e. the Final Index Spread) using the same methodology described in the previous paragraph, and such running spread shall thereupon be the Final Index Spread.

"**Index Quotation Method**" means "Upfront" or "Spread" as specified in the applicable Final Terms.

"**Index Strike**" means (i) where "Index Quotation Method" is "Spread", the spread specified as such in the applicable Final Terms; or (ii) where "Index Quotation Method" is "Upfront", the percentage specified as such in the applicable Final Terms.

"**Market Maker**" means any of the entities specified as such in the applicable Final Terms.

"**OONA**" means the Option Outstanding Notional Amount per Credit Linked Security.

"**Option Expiration Time**" means the time specified as such in the applicable Final Terms.

"**Option Expiry Date**" means the date specified as such in the applicable Final Terms.

"**Option Outstanding Notional Amount per Credit Linked Security**" means the amount specified as such in the applicable Final Terms, or if not specified, the Outstanding Security Amount per Credit Linked Security.

"**Option Settlement Date**" means the date specified as such in the applicable Final Terms.

"**Option Type**" means "Payer" or "Receiver" as specified in the applicable Final Terms.

"**Upfront (Final Index Spread)**" means, where "Index Quotation Method" is "Spread", the Upfront (Spread) as determined by the Calculation Agent with reference to the Final Index Spread.

"**Upfront (Index Strike Spread)**" means, where "Index Quotation Method" is "Spread", the Upfront (Spread) as determined by the Calculation Agent with reference to the Index Strike.

"**Upfront (Spread)**" means the cash amount determined by the Calculation Agent in good faith and in a commercially reasonable manner which a seller of credit protection would receive (expressed as a percentage) to enter into a credit default swap on market standard terms on the Option Expiry Date referencing the Underlying Index and which may include, without limitation, use by the Calculation Agent of the CDSW function in Bloomberg (or such other function as the Calculation Agent may select for determining a percentage amount).

- (B) where "Automatic Roll" is specified as applicable in the applicable Final Terms and provided that the Holder of Securities is the sole holder of the 100% of the Outstanding Security Amount of the Credit Linked Securities as evidenced by proof of holding satisfactory to the Calculation Agent as the Calculation Agent may request from time to time, the Calculation Agent shall, during each Automatic Roll Period and at the relevant frequency specified in the applicable Final Terms (and if no such frequency is specified, once a year), use reasonable efforts to consult with such Holder of Securities to roll the existing Payer/Receiver Option to the then on-the-run Underlying Index (each an "**Automatic Roll**"), provided that a failure to agree on any Automatic Roll shall not result in a breach by the Calculation Agent under the terms of the Credit Linked Securities. Upon agreement of an Automatic Roll (a copy of the details of such Automatic Roll shall be provided by the Calculation Agent to the Issuer, copying such sole Holder of Securities) and provided that the Issuer consents to such Automatic Roll in writing within 10 Business Days following receipt of the details of such Automatic Roll from the Calculation Agent, amendments required in order to effect such Automatic Roll (including, without limitation, amendments to the Underlying Index and the relevant spread, as applicable) shall be made in accordance with the terms of the Credit Linked Securities, and the terms of the Credit Linked Securities shall be construed accordingly.

For the purpose of the above, "**Automatic Roll Period**" means each period specified as such in the applicable Final Terms.

**2. Redemption****(a) Redemption at Credit Security Settlement Date**

The Issuer will redeem each Credit Linked Security on the related Credit Security Settlement Date (as such date may be extended in accordance with the definition thereof) by payment of an amount equal to (in the case of Certificates) the Cash Settlement Amount or (in the case of Notes) the outstanding principal amount of such Security (or, in the case of Linear Basket Credit Linked Securities, the relevant portion thereof) (together with interest, if any, payable thereon) unless:

- (A) the Credit Linked Securities have been previously redeemed or purchased and cancelled in full (including pursuant to Credit Linked Conditions 2(b), 2(c) or 2(d); or
- (B) an Event Determination Date has occurred, in which event the Issuer shall redeem the Credit Linked Securities in accordance with Credit Linked Condition 2(b).

**(b) Redemption or Settlement following Event Determination Date**

Upon the occurrence of an Event Determination Date in relation to any Reference Entity, then each Credit Linked Note or Credit Linked Certificate (or, in the case of Linear Basket Credit Linked Securities, the relevant portion thereof) will be subject to redemption and settlement:

- (A) if the applicable Settlement Method is Auction Settlement, by payment of its *pro rata* share (such amount to be apportioned *pro rata* amongst the outstanding nominal amount or outstanding notional amount of each Credit Linked Security corresponding to the (in the case of Credit Linked Notes) Calculation Amount or (in the case of Credit Linked Certificates) Notional Amount) of the Auction Settlement Amount on the Auction Settlement Date, unless a Fallback Settlement Event occurs, in which event the Issuer shall perform its respective payment and/or delivery obligations in accordance with the applicable Fallback Settlement Method. If an Event Determination Date occurs with respect to a Reference Entity following the occurrence of a Fallback Settlement Event with respect to a prior Event Determination Date in relation to such Reference Entity and no Fallback Settlement Event occurs with respect to such subsequent Event Determination Date, the Issuer shall, if the Swap Counterparty so elects on or prior to a related Valuation Date or Delivery Date, redeem or settle, as applicable, the Credit Linked Securities in accordance with this Credit Linked Condition 2(b)(A) by Auction Settlement;
- (B) if the applicable Settlement Method is Physical Settlement, in accordance with Credit Linked Condition 4; and
- (C) if the applicable Settlement Method is Cash Settlement, by payment of its *pro rata* share (such amount to be apportioned *pro rata* amongst the outstanding nominal amount or outstanding notional amount of each Credit Linked Security corresponding to the (in the case of Credit Linked Notes) Calculation Amount or (in the case of Credit Linked Certificates) Notional Amount) of the Credit Event Cash Settlement Amount on the Cash Settlement Date.

Where the Credit Linked Securities are Nth-to-Default Credit Linked Securities, an Event Determination Date shall not be taken into account for the purposes of Credit Linked Condition 2 and Credit Linked Condition 3 unless and until the number of Reference Entities in respect of which an Event Determination Date has occurred is equal to "N" (as specified in the Final Terms). Unless a value is specified for "M" in the Final Terms of such Credit Linked Securities, with effect from such date, no Event Determination Date shall occur in respect of any other Reference Entity. Where

a value is specified for "M", the provisions of Credit Linked Condition 2 and Credit Linked Condition 3 shall apply in respect of every subsequent Event Determination Date until the number of Reference Entities in respect of which an Event Determination Date has occurred is equal to "M" (as specified in the Final Terms). Where the Credit Linked Securities are Nth-to-Default Credit Linked Securities and an Event Determination Date occurs with respect to more than one Reference Entity on the same day, the Swap Counterparty shall determine the order in which such Event Determination Dates occurred. Where "Unwind Costs for the Remaining Names" is specified as applicable in the Final Terms of such Credit Linked Securities, an amount equal to the Unwind Value of the Reference CDS in respect of the Reference Entity which has not been determined as the Nth-to-Default Reference Entity (where N is 1) shall be added to the Credit Unwind Costs in respect of the Auction Settlement Amount or the Credit Event Cash Settlement Amount, as applicable.

This Credit Linked Condition 2(b) (*Redemption or Settlement following Event Determination Date*) shall not apply, and the Issuer shall have no obligation hereunder in respect of Zero Recovery Securities.

(c) Redemption following a Merger Event

If this Credit Linked Condition 2(c) is specified as applicable in the applicable Final Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the Issuer shall give notice if requested to do so by the Swap Counterparty to the holders of Securities in accordance with Condition 18 of the Notes or Condition 19 of the Certificates, as applicable, and redeem all but not some only of the Credit Linked Securities on the Merger Event Redemption Date, and if the Credit Linked Securities are so redeemed or, as the case may be, cancelled, the Issuer shall pay an amount to each Holder of Securities in respect of each Credit Linked Security, which amount shall be the fair market value of the Credit Linked Security taking into account the Merger Event less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or the Swap Counterparty and/or its Affiliates of unwinding any underlying related hedging arrangements (including, without limitation, any Unwind Costs), all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

(d) Additional Credit Linked Security Disruption Events

If the Calculation Agent determines that an Additional Credit Linked Security Disruption Event has occurred, the Issuer may, at the Calculation Agent's election, redeem the Credit Linked Securities by giving notice to holders of Securities in accordance with Condition 18 of the Notes or Condition 19 of the Certificates, as applicable. If the Credit Linked Securities are so redeemed, the Issuer will pay an amount to each Holder of Securities in respect of each Credit Linked Security equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable. Payments will be made in such manner as shall be notified to the Holders of Securities in accordance with Condition 18 of the Notes or Condition 19 of the Certificates, as applicable.

(e) Suspension of Obligations

If there is a DC Credit Event Question in relation to any Reference Entity, then (unless the Swap Counterparty otherwise elects by notice to the Issuer, the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, the Calculation Agent and the Trustee) from the date of such DC Credit Event Question (and notwithstanding that the relevant Credit Derivatives Determinations Committee has yet to determine whether Publicly Available Information is available or that a Credit Event has occurred):

- (i) any obligation of the Issuer to redeem any Credit Linked Security (including pursuant to Credit Linked Condition 2(b)) or pay any amount of interest which would otherwise be due thereon (and the timing requirements of the Credit Event Cash Settlement Date, Valuation Date, Relevant Valuation Date, NOPS Cut-off Date, Physical Settlement Period, any other provisions pertaining to settlement and any related obligation of the Swap Counterparty under the Swap Agreement and Credit Default Swap Agreement) shall, insofar as it relates to the relevant Reference Entity;
- (ii) if the Final Terms specifies that "Calculation and Settlement Suspension" applies, any obligation of the Issuer to redeem or settle any Credit Linked Security (including pursuant to Credit Linked Condition 2(b)) (and the timing requirements of the Cash Settlement Date, Valuation Date, Relevant Valuation Date, NOPS Cut-off Date, Physical Settlement Period and any other provisions pertaining to settlement) insofar as it relates to the relevant Reference Entity, or pay any amount of interest which would otherwise be due thereon (and any related obligation of the Swap Counterparty under the Swap Agreement and/or Credit Default Swap Agreement) or any obligation of the Calculation Agent to calculate any amount of interest (in each case, regardless of whether any such interest relates to the relevant Reference Entity), shall,

be and remain suspended until the date of the relevant DC Credit Event Announcement, DC No Credit Event Announcement or DC Credit Event Question Dismissal.

During such suspension period, neither the Issuer nor the Swap Counterparty shall be obliged to, nor entitled to, take any action in connection with the settlement of any credit derivative transaction to which the Credit Default Swap Agreement relates or the Credit Linked Securities, in each case insofar as they relate to the relevant Reference Entity, or in connection with the payment of any applicable interest on the Credit Linked Securities, nor, if the Final Terms specifies that "Calculation and Settlement Suspension" applies, shall the Calculation Agent be obliged to take any action in connection with the calculation of any amount of interest (in each case, if the Final Terms specifies that "Calculation and Settlement Suspension" applies, regardless of whether any such interest relates to the relevant Reference Entity). Once the relevant DC Credit Event Announcement, DC No Credit Event Announcement or DC Credit Event Question Dismissal has occurred, such suspension shall terminate and any obligations so suspended shall resume on the Credit Security Business Day following such public announcement by ISDA, with the Issuer, the Swap Counterparty and, as the case may be, the Calculation Agent having the benefit of the full day notwithstanding when the suspension began. Any amount of interest so suspended shall, subject always to Credit Linked Condition 3(a), become due on a date selected by the Calculation Agent falling not later than fifteen Business Days following such public announcement by ISDA.

For the avoidance of doubt, no interest shall accrue on any payment of interest or any other amounts which are deferred in accordance with this Credit Linked Condition 2(e).

- (f) Miscellaneous provisions relating to Redemption

If the Credit Linked Securities are partially redeemed, the relevant Credit Linked Securities or, if the Credit Linked Securities are represented by a Global Note or Global Certificate, such Global Note or Global Certificate, shall be endorsed to reflect such partial redemption. Upon such partial redemption, the outstanding notional amount or outstanding principal amount of each Credit Linked Security shall be reduced for all purposes (including accrual of interest thereon) accordingly.

Redemption or settlement of any Credit Linked Security in accordance with this Credit Linked Condition 2, together with payment of interest, if any, due thereon shall discharge all or the relevant portion of the obligations of the Issuer in relation thereto.

Any amount payable under Credit Linked Condition 2(b) shall be rounded downwards to the nearest sub-unit of the relevant currency.

(g) Settlement at Maturity

Where "Settlement at Maturity" is specified as applicable in the applicable Final Terms, payment of any Outstanding Security Amount, Auction Settlement Amounts or Credit Event Cash Settlement Amounts, as applicable, shall be deferred until the later of the Credit Security Settlement Date and the last Auction Settlement Date or Credit Event Cash Settlement Date determined in respect of any Reference Entity (and notwithstanding any other provision of the Conditions or these Credit Linked Conditions, no interest shall accrue on any payment of any amount which is so deferred).

(h) Credit Linked Interest Only

If Credit Linked Interest Only is specified as applicable in the applicable Final Terms, Credit Linked Condition 3 will apply to the Securities, but Credit Linked Conditions 2(a) and 2(b) will not apply. Unless the Credit Linked Securities have previously been redeemed or purchased and cancelled in full (including pursuant to Credit Linked Conditions 2(c) or 2(d)), the Issuer will redeem each Credit Linked Security on the relevant Credit Security Settlement Date by payment of the original nominal amount (in the case of Notes) or the original notional amount (in the case of Certificates) specified in the applicable Final Terms.

(i) Credit Linked Principal Only

If "Credit Linked Principal Only" is specified as applicable in the applicable Final Terms, Credit Linked Condition 2 will apply to the Securities but Credit Linked Condition 3 (*Interest*) will not apply. Where the redemption of any such Credit Linked Securities is postponed following the Scheduled Maturity Date or the Scheduled Redemption Date, as the case may be, no interest shall accrue in respect of any such Credit Linked securities from (and including) the Scheduled Maturity Date or the Scheduled Redemption Date, as the case may be, until the relevant date of redemption.

Where any such Credit Linked Securities are subject to redemption in full in circumstances where further amounts are or may be payable subsequently in respect of interest thereon, then, only to the extent required by the terms of any relevant clearing system in order to permit payment of such interest, each Credit Linked Security shall be deemed to remain outstanding in an amount equal to one unit of the Specified Currency. No payment shall be made in respect of such outstanding amount, and each Credit Linked Security which is deemed to be outstanding on such basis shall be cancelled in full on the last date for payment of interest thereon.

(j) Hybrid Credit Linked Securities

Where the Credit Linked Securities are Hybrid Securities, then:

- (A) if the Final Terms provide that "Event Determination Date Overrides Automatic Early Redemption" is applicable, an Automatic Early Redemption Date shall not be capable of occurring in respect of the Credit Linked Securities if, as of the related Automatic Early Redemption Valuation Date, an Event Determination Date has occurred (but any Event Determination Date occurring after such Automatic Early Redemption Valuation Date shall be disregarded);

- (B) if the Final Terms specify that "Credit Linked Calculation Basis" is applicable, any reference to the "Nominal Amount", "Notional Amount", "Calculation Amount", "Specified Denomination" or any related abbreviation for the purpose of determining any amount payable by way of interest or coupon or on scheduled or early redemption of the Securities and which is calculated by reference to a Type of Underlying Reference other than the Reference Entity or Entities or the credit risk thereof, shall be to the Outstanding Security Amount, save with respect to any amounts determined and paid under any item of the Final Terms specified as an "Excluded Item" for such purpose; and
- (C) the Credit Security Settlement Date shall notwithstanding such definition, be subject to deferral as provided for in these Credit Linked Conditions and as provided with respect to the Maturity Date or the Redemption Date, as the case may be, in any terms and conditions of the Credit Linked Securities which relate to a Type of Underlying Reference referred to at (B) above.

### 3. Interest

#### (a) Cessation of Interest Accrual

Upon the occurrence of an Event Determination Date in respect of any Reference Entity, interest on such Credit Linked Security (or, in the case of Linear Basket Credit Linked Securities, the relevant portion thereof) shall cease to accrue with effect from and including:

- (A) either:
  - (i) the Interest Payment Date; or
  - (ii) if so specified in the Final Terms, the Interest Period End Date,

immediately preceding such Event Determination Date (or, in the case of the first Interest Period, the Interest Commencement Date); or

- (B) if so specified in the applicable Final Terms, such Event Determination Date.

#### (b) Interest following the Scheduled Maturity Date or Scheduled Redemption Date, as applicable

Subject always to Credit Linked Condition 3(a), if an Extension Notice has been given (other than pursuant to paragraph (iv) of the definition of "Extension Notice"), each Credit Linked Security (or, in the case of Linear Basket Credit Linked Securities, the relevant portion thereof) which is outstanding following the Scheduled Redemption Date or Scheduled Maturity Date, as the case may be, shall continue to bear interest from (and including) the Scheduled Redemption Date or Scheduled Maturity Date, as the case may be, to (but excluding) the related Credit Security Settlement Date at a rate of interest equal to either:

- (A) the rate that the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, would pay to an independent customer in respect of overnight deposits in the currency of the Credit Linked Securities; or
- (B) such other rate as shall be specified for such purpose in the Final Terms (which may be zero),

subject in all cases to a minimum of zero.

For the avoidance of doubt, if an Extension Notice has been given pursuant to paragraph (iv) of the definition thereof, no interest shall accrue from (and including) the Scheduled Redemption Date or

Scheduled Maturity Date, as the case may be, to (but excluding) the related Credit Security Settlement Date. Where No Interest Post Scheduled Redemption is specified as applicable in the applicable Final Terms, subject always to Credit Linked Condition 3(a), no interest will accrue or be payable in respect of each Credit Linked Security (or, in the case of Linear Basket Credit Linked Securities, the relevant portion thereof) which is outstanding following the Scheduled Maturity Date or Scheduled Redemption Date, as applicable, from (and including) the Scheduled Maturity Date or Scheduled Redemption Date, as applicable, to (and including) the related Credit Security Settlement Date.

(c) Interest Payment Dates

If the Credit Linked Securities are redeemed pursuant to the Terms and Conditions of the Notes or the Terms and Conditions of the Certificates, as applicable, or these Credit Linked Conditions, the Scheduled Redemption Date, the Scheduled Maturity Date, the Credit Security Settlement Date (if not the Scheduled Redemption Date or Scheduled Maturity Date, as the case may be), the Auction Settlement Date, the Cash Settlement Date or the last Delivery Date, as the case may be, shall be an Interest Payment Date in respect of each Credit Linked Security (or, in the case of Linear Basket Credit Linked Securities, the relevant portion thereof) and the Issuer shall pay any interest that has accrued in respect of each Credit Linked Security (or, as applicable, the relevant portion thereof) on such Interest Payment Date.

**4. Physical Settlement**

(a) Delivery and payment

If Physical Settlement applies to any Credit Linked Security, then, upon the occurrence of an Event Determination Date, the Issuer and the Swap Counterparty shall, on or prior to the related Physical Settlement Date and subject to Credit Linked Conditions 4(b), 4(c) and 4(f), settle the credit derivative transaction evidenced by the Credit Default Swap Agreement and the Issuer shall redeem such Credit Linked Security (or, in the case of Linear Basket Credit Linked Securities, the relevant portion thereof), respectively, by:

(A) Delivering (or, in the case of the Issuer, procuring that the Swap Counterparty Delivers) a *pro rata* share of the Deliverable Obligations specified in the related Notice of Physical Settlement or NOPS Amendment Notice, as applicable; and

(B) paying such Security's *pro rata* portion of the related Physical Settlement Adjustment Rounding Amount.

(b) Partial Cash Settlement Due to Impossibility or Illegality

If, due to an event beyond the control of the Issuer and/or the Swap Counterparty, it is impossible or illegal for the Issuer or the Swap Counterparty, as applicable, to Deliver or, due to an event beyond the control of the Issuer or any Holder of Securities, it is impossible or illegal for the Issuer or the relevant Holder of Securities to accept Delivery of any of the Deliverable Obligations (other than a Deliverable Obligation described in paragraph (iv) of the definition of "Deliverable Obligation") specified in a Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, on the related Physical Settlement Date, then on such date the Issuer shall Deliver or procure that the Swap Counterparty Delivers any of the Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, for which it is possible and legal to take Delivery. If any Undeliverable Obligations have not been delivered on or prior to the Latest Permissible Physical Settlement Date, then Partial Cash Settlement shall apply with respect to such Undeliverable Obligations and, accordingly, the Swap Counterparty shall pay the Issuer and the



Issuer shall pay the relevant Holders of Securities an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the relevant holders of Securities on the Partial Cash Settlement Date.

(c) Non-Delivery of Deliverable Obligations

If the Issuer and/or the Swap Counterparty does not Deliver any Deliverable Obligation specified in a Notice of Physical Settlement or NOPS Amendment Notice, as applicable, other than as a result of an event or circumstance contemplated in Credit Linked Condition 4(b) above (including following the occurrence of a Hedge Disruption Event), such failure shall not constitute an Event of Default or breach of agreement for the purpose of the Securities or the Credit Default Swap Agreement and the Issuer and/or the Swap Counterparty may continue to attempt to Deliver the Deliverable Obligations that are Bonds or Loans until the Extended Physical Settlement Date.

If, as at the relevant Extended Physical Settlement Date, any such Deliverable Obligations have not been Delivered, then Partial Cash Settlement shall apply with respect to such Deliverable Obligations and the Swap Counterparty shall pay to the Issuer and the Issuer shall pay to the holders of Securities an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the Holders of Securities on the Partial Cash Settlement Date.

(d) Aggregation and Rounding

Where a Holder of Securities holds Credit Linked Notes or Credit Linked Certificates in an aggregate nominal amount outstanding or aggregate notional amount outstanding greater, as the case may be, than the Specified Denomination or Notional Amount respectively, the Outstanding Principal Balance of the Deliverable Obligations to be Delivered in respect of the Credit Linked Security shall be aggregated for the purposes of this Credit Linked Condition 4. If the Outstanding Principal Balance of the Deliverable Obligations to be Delivered in respect of each Credit Linked Security to be redeemed pursuant to this Credit Linked Condition 4(d) on any occasion is not equal to an authorised denomination (or integral multiple thereof) of such Deliverable Obligations then the Outstanding Principal Balance of Deliverable Obligations to be Delivered will be rounded down to the nearest authorised denomination or multiple thereof, or, if none, to zero. In such circumstances, the Deliverable Obligations that were not capable of being Delivered shall, if and to the extent practicable, be sold by the Issuer or such agent as may be appointed by the Issuer for such purpose and, if they are so sold, the Issuer shall make payment in respect of each Credit Linked Security in an amount equal to its *pro rata* share of the related net sale proceeds as soon as reasonably practicable following receipt thereof.

(e) Delivery and Fees

The Delivery of any of the Deliverable Obligations pursuant to the provisions of this Credit Linked Condition 4 shall be made in such manner as the Swap Counterparty on behalf of the Issuer shall determine in a commercially reasonable manner, to be appropriate for such Delivery. Subject as set out in the definition of "Deliver":

- (A) any recordation, processing or similar fee reasonably incurred by the Issuer and/or the Swap Counterparty and/or any of its Affiliates and payable to the agent under a Loan in connection with an assignment or novation (where Deliverable Obligations include Assignable Loans or Consent Required Loans) or participation (where Deliverable Obligations include Direct Loan Participations) shall be payable by the relevant Holders of Securities, and if any stamp tax or transaction tax is payable in connection with the Delivery of any Deliverable Obligations, payment thereof shall be made by the relevant Holders of Securities; and

- (B) any other expenses arising from the Delivery and/or transfer of the Deliverable Obligations shall be for the account of the Holders of Securities or the Swap Counterparty, as appropriate, determined by the Calculation Agent in accordance with then current market conventions.

Delivery and/or transfer of the Deliverable Obligations shall be delayed until all expenses relating to such Delivery or transfer payable by the Holders of Securities have been paid to the satisfaction of the Issuer and the Swap Counterparty.

(f) Asset Transfer Notice

A Holder of Securities will not be entitled to any of the amounts or assets specified as being due to it in this Credit Linked Condition 4(f) upon the occurrence of an Event Determination Date and delivery of the Notice of Physical Settlement unless it has presented or surrendered (as is appropriate) the relevant Credit Linked Security and delivered an Asset Transfer Notice in accordance with Condition 6(b)(i)(A) (*Asset Transfer Notices*) of the Notes and Condition 6(b)(i)(A) (*Asset Transfer Notices*) of the Certificates, as applicable. For so long as the Credit Linked Securities are held in any clearing system, any communication from such clearing system on behalf of the holder of Securities containing the information required in an Asset Transfer Notice will be treated as an Asset Transfer Notice. For as long as Bearer Notes or Clearing System Certificates, as the case may be, are represented by a Global Note or Global Certificate, surrender of Credit Linked Securities for such purpose will be effected by presentation of the Global Note or Global Certificate and its endorsement to note the principal amount or notional amount of Credit Linked Securities to which the relevant Asset Transfer Notice relates.

**5. Provisions relating to Obligation Category and Characteristics and Deliverable Obligation Category and Characteristics**

(a) Obligation Characteristics

If either of the Obligation Characteristics "Listed" or "Not Domestic Issuance" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds.

(b) Deliverable Obligation Category and Characteristics

If:

- (i) any of the Deliverable Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, such Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds;
- (ii) the Deliverable Obligation Characteristic "Transferable" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans;
- (iii) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed

as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans; and

- (iv) more than one of "Assignable Loan", "Consent Required Loan" and "Direct Loan Participation" are specified in the applicable Final Terms as Deliverable Obligation Characteristics or is applicable in respect of the applicable Transaction Type, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.

(c) Relevant Guarantee

If an Obligation or a Deliverable Obligation is a Relevant Guarantee, the following will apply:

- (i) For purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to be described by the same category or categories as those that describe the Underlying Obligation.
- (ii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms or applicable in respect of the relevant Transaction Type from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law".
- (iii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms or applicable in respect of the relevant Transaction Type from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated or Matured" and "Not Bearer".
- (iv) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
- (v) For the avoidance of doubt the provisions of this Credit Linked Condition 5 apply in respect of the definitions of "Obligation" and "Deliverable Obligation" as the context admits.

(d) Maximum Maturity

For purposes of the application of the Deliverable Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.

(e) Financial Reference Entity Terms and Governmental Intervention

If "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in respect of a Reference Entity, if an obligation would otherwise satisfy a particular Obligation Characteristic or Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's

obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic or Deliverable Obligation Characteristic.

(f) Prior Deliverable Obligation or Package Observable Bond

For purposes of determining the applicability of Deliverable Obligation Characteristics and the requirements specified in Credit Linked Condition 8(b) (*Mod R*) and Credit Linked Condition 8(c) (*Mod Mod R*) to a Prior Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event.

(g) Subordinated European Insurance Terms

If "Subordinated European Insurance Terms" is specified as applicable in respect of the Reference Entity, if an obligation would otherwise satisfy the "Maximum Maturity" Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

(h) Accrued Interest

With respect to any Credit Linked Securities for which:

- (i) "Physical Settlement" is specified to be the Settlement Method in the applicable Final Terms (or for which Physical Settlement is applicable as the Fallback Settlement Method), the Outstanding Principal Balance of the Deliverable Obligations being Delivered will exclude accrued but unpaid interest, unless "Include Accrued Interest" is specified in the applicable Final Terms, in which case, the Outstanding Principal Balance of the Deliverable Obligations being Delivered will include accrued but unpaid interest;
- (ii) "Cash Settlement" is specified to be the Settlement Method in the applicable Final Terms (or if Cash Settlement is applicable as the Fallback Settlement Method), and:
  - (A) "Include Accrued Interest" is specified in the applicable Final Terms, the Outstanding Principal Balance of the Reference Obligation or Valuation Obligation, as applicable, shall include accrued but unpaid interest;
  - (B) "Exclude Accrued Interest" is specified in the applicable Final Terms, the Outstanding Principal Balance of the Reference Obligation or Valuation Obligation, as applicable, shall not include accrued but unpaid interest; or
  - (C) neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified in the applicable Final Terms, the Calculation Agent shall determine based on the then current market practice in the market of the Reference Obligation or Valuation Obligation, as applicable, whether the Outstanding Principal Balance of the Reference Obligation or Valuation Obligation shall include or exclude accrued but unpaid interest and, if applicable, the amount thereof; or
- (iii) Credit Linked Condition 4(b) (*Partial Cash Settlement Due to Impossibility or Illegality*) or Credit Linked Condition 4(c) (*Non-Delivery of Deliverable Obligations*) is applicable, the Calculation Agent shall determine, based on the then current market practice in the market for the relevant Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation or Unassignable Obligation, whether such Quotations shall include or exclude accrued but unpaid interest.

## (i) Asset Package Delivery

"**Asset Package Delivery**" will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Event Determination Date, or (ii) if the Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event.

If the "Sovereign No Asset Package Delivery Supplement" is applicable in respect of a Reference Entity, then, notwithstanding the above, it shall be deemed that no Package Observable Bond exists with respect to such Reference Entity that is a Sovereign (even if such a Package Observable Bond has been published by ISDA) and accordingly, Asset Package Delivery shall not apply thereto.

**6. Successors**

## (a) Provisions for determining a Successor

- (i) The Calculation Agent may determine, following any succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) and with effect from the Succession Date, any Successor or Successors under the definition of "Successor"; provided that the Calculation Agent will not make such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations.

The Calculation Agent will make all calculations and determinations required to be made under the definition of "Successor" (or the provisions relating to the determination of a Successor) on the basis of Eligible Information.

In calculating the percentages used to determine whether an entity qualifies as a Successor under the definition of "Successor", if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.

- (ii) An entity may only be a Successor if:
- (I) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after 1 January 2014;
  - (II) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and
  - (III) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.
- (iii) In the case of an exchange offer, the determination required pursuant to the definition of "Successor" shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.
- (iv) If two or more entities (each, a "**Joint Potential Successor**") jointly succeed to a Relevant Obligation (the "**Joint Relevant Obligation**") either directly or as a provider of a Relevant

Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

(b) Single Reference Entity

Where the Credit Linked Securities are Single Reference Entity Credit Linked Securities and a Succession Date has occurred and more than one Successor has been identified, the credit derivative transaction relating to the Credit Default Swap Agreement will be deemed for all purposes to have been divided, with effect from the Succession Date, into the same number of new credit derivative transactions as there are Successors with the following terms:

- (i) each Successor will be a Reference Entity for the purposes of one of the deemed new credit derivative transactions;
- (ii) in respect of each deemed new credit derivative transaction, the Reference Entity Notional Amount will be the Reference Entity Notional Amount applicable to the original Reference Entity divided by the number of Successors; and
- (iii) all other terms and conditions of the original credit derivative transactions will be replicated in each deemed new credit derivative transaction except that the Calculation Agent shall make such modifications as it determines, acting in good faith and in a commercially reasonable manner, are required in order to preserve the economic effects of the original credit derivative transactions in the deemed new credit derivative transactions and the Credit Linked Securities (considered in aggregate).

(c) Nth-to-Default

Where the Credit Linked Securities are Nth-to-Default Credit Linked Securities:

- (i) where a Succession Date has occurred in respect of a Reference Entity (other than a Reference Entity in respect of which a Credit Event has occurred) and more than one Successor has been identified, the credit derivative transaction evidenced by the Credit Default Swap Agreement will be deemed for all purposes to have been divided, with effect from the Succession Date, into a number of new credit derivative transactions equal to the number of Successors. Each such new credit derivative transaction shall include a Successor and each and every one of the unaffected Reference Entities and the provisions of Credit Linked Condition 6(b)(i) to (iii) (inclusive) shall apply thereto;
- (ii) if "Substitution" is specified as not being applicable in the Final Terms, where any Reference Entity (the "**Surviving Reference Entity**") (other than a Reference Entity that is subject to the Succession Date) would be a Successor to any other Reference Entity (the "**Legacy Reference Entity**") pursuant to a Succession Date, such Surviving Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity; and
- (iii) if "Substitution" is specified as being applicable in the Final Terms, where the Surviving Reference Entity (other than a Reference Entity that is subject to the Succession Date) would be a Successor to a Legacy Reference Entity pursuant to a Succession Date:

- (A) such Surviving Reference Entity shall be deemed not to be a Successor to the Legacy Reference Entity; and
- (B) the Replacement Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity.

(d) **Linear Basket**

Where the Credit Linked Securities are Linear Basket Credit Linked Securities, and one or more Successors have been identified in respect of a Reference Entity that has been the subject of a related Succession Date (the "**Affected Entity**"), then, with effect from the Succession Date:

- (i) the Affected Entity will no longer be a Reference Entity (unless it is a Successor as described in (ii) below);
- (ii) each Successor will be deemed a Reference Entity (in addition to each Reference Entity which is not an Affected Entity);
- (iii) the Reference Entity Notional Amount for each such Successor will equal the Reference Entity Notional Amount of the Affected Entity divided by the number of Successors;
- (iv) the Calculation Agent may make any modifications to the terms of the Credit Default Swap Agreement and these Credit Linked Conditions which it determines may be required to preserve the economic effects of the Swap Agreement and the Credit Linked Securities prior to the Succession Date (considered in the aggregate). For the avoidance of doubt, the Calculation Agent may not, without the consent of the Issuer and the Trustee, amend any of the terms and conditions of the Credit Linked Securities other than these Credit Linked Conditions; and
- (v) for the avoidance of doubt, a Reference Entity may, as a result of a Succession Date, be represented in the basket with respect to multiple Reference Entity Notional Amounts for the Successor(s) of such Reference Entity.

**7. Provisions relating to LPN Reference Entities and CoCo Supplement**

(a) **LPN Reference Entities**

The following provisions shall apply if the applicable Final Terms provide that "LPN Reference Entity" is applicable:

- (i) Multiple Holder Obligation will not be applicable with respect to any Reference Obligation and any Underlying Loan;
- (ii) each Reference Obligation will be an Obligation notwithstanding anything to the contrary in these Credit Linked Conditions, and in particular, that the obligation is not an obligation of the Reference Entity;
- (iii) each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in these Credit Linked Conditions, and in particular, that the obligation is not an obligation of the Reference Entity;
- (iv) for the avoidance of doubt, with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the outstanding principal balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation;

- (v) the "Not Subordinated" Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity; and
- (vi) "Reference Obligation" shall mean each of the obligations listed as a Reference Obligation of the Reference Entity in the Final Terms or set forth on the relevant LPN Reference Obligation List (each, a "**Markit Published LPN Reference Obligation**"), as published by Markit Group Limited, or any successor thereto, which list is currently available at <http://www.markit.com/marketing/services.php>, any Additional LPN, determined in accordance with the definition thereof, and each Additional Obligation. Each Reference Obligation determined in accordance with the foregoing will be a Reference Obligation notwithstanding anything to the contrary in these Conditions and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity, Standard Reference Obligation shall be Not Applicable. The proviso in the definition of "Original Non-Standard Reference Obligation" shall not apply. If there is more than one Reference Obligation, all applicable references in these Conditions to "the Reference Obligation" shall be construed as a reference to "a Reference Obligation", and all other provisions of these Conditions shall be construed accordingly. The provisions in "Substitute Reference Obligation" and "Substitution Event" shall not be applicable to LPN Reference Obligations.

(b) Provisions relating to CoCo Supplement

The following provisions shall apply in respect of a Reference Entity if the "CoCo Supplement" is applicable:

- (i) If, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, the operation of one or more CoCo Provisions results in (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, such event shall be deemed to constitute a Governmental Intervention falling within paragraph (i) of the definition thereof.
- (ii) A CoCo Provision shall be deemed to be a provision which permits a Governmental Intervention for all purposes.
- (iii) The following terms shall have the following meanings:

"**Capital Ratio**" means the ratio of capital to risk weighted assets applicable to the Obligation, as described in the terms thereof in effect from time to time.

"**CoCo Provision**" means, with respect to an Obligation, a provision which requires (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, in each case, if the Capital Ratio is at or below the Trigger Percentage.

"**Trigger Percentage**" means the trigger percentage specified in respect of the Reference Entity (or if no such trigger percentage is specified, 5.25 per cent.).

**8. Restructuring Credit Event**

(a) Multiple Credit Event Notices

Upon the occurrence of an M(M)R Restructuring with respect to a Reference Entity:



- (i) the Swap Counterparty may deliver multiple Credit Event Notices with respect to such M(M)R Restructuring, each such notice setting forth the amount of the relevant Reference Entity Notional Amount to which such notice applies (the "**Exercise Amount**") provided that if the Credit Event Notice does not specify an Exercise Amount, the then outstanding Reference Entity Notional Amount (and not a portion thereof) will be deemed to have been specified as the Exercise Amount;
- (ii) the provisions of these Credit Linked Conditions shall be deemed to apply to an aggregate outstanding principal amount or aggregate outstanding notional amount equal to the Exercise Amount only and all the provisions shall be construed accordingly; and
- (iii) the Exercise Amount in connection with a Credit Event Notice describing an M(M)R Restructuring must be an amount that is at least 1,000,000 units of the Specified Currency (or, if Japanese Yen, 100,000,000 units) in which the Reference Entity Notional Amount is denominated or any integral multiple thereof or the entire relevant Reference Entity Notional Amount.

In the case of an Nth-to-Default Credit Linked Security, once an Event Determination Date has occurred in respect of the Nth Reference Entity where the Credit Event is an M(M)R Restructuring, no further Credit Event Notices may be delivered in respect of any other Reference Entity (save to the extent that the Credit Default Swap Agreement and Credit Linked Securities are deemed to have been divided into new credit derivative transactions or Credit Linked Securities respectively pursuant to Credit Linked Condition 6).

If any Credit Linked Security is subject to partial settlement in accordance with this Credit Linked Condition 8, the relevant Credit Linked Security or, if the Credit Linked Securities are represented by a Global Note or Global Certificate, such Global Note or Global Certificate shall be endorsed to reflect such partial settlement.

(b) Mod R

If (i) "Physical Settlement" or "Cash Settlement" is specified to be the Settlement Method in the applicable Final Terms (or is applicable as the Fallback Settlement Method), (ii) "Mod R" is specified as applicable in respect of the Reference Entity and (iii) Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation or, as applicable, Valuation Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation or, as applicable, Valuation Obligation may only be specified (or deemed specified) in the Notice of Physical Settlement or in any NOPS Amendment Notice or selected by the Swap Counterparty to form part of the related Valuation Obligations Portfolio, as applicable, if such Deliverable Obligation or, as applicable, Valuation Obligation:

- (A) is a Fully Transferable Obligation; and
- (B) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date,

in each case, as of both the NOPS Effective Date and the Delivery Date or, as applicable, as of the Relevant Valuation Date.

(c) Mod Mod R

If (i) "Physical Settlement" or "Cash Settlement" is specified to be the Settlement Method in the applicable Final Terms (or is applicable as the Fallback Settlement Method), (ii) "Mod Mod R" is

specified as applicable in respect of the Reference Entity and (iii) Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation or, as applicable, Valuation Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation or, as applicable, Valuation Obligation may only be specified (or deemed specified) in the Notice of Physical Settlement or in any NOPS Amendment Notice or selected by the Swap Counterparty to form part of the related Valuation Obligations Portfolio, as applicable, if it (A) is a Conditionally Transferable Obligation and (B) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of both the NOPS Effective Date and the Delivery Date or, as applicable, as of the Relevant Valuation Date. Notwithstanding the foregoing, for purposes of this paragraph, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

If the relevant Deliverable Obligation specified in the Notice of Physical Settlement (or in any NOPS Amendment Notice, as applicable) or, as applicable, the relevant Valuation Obligation selected, is a Conditionally Transferable Obligation with respect to which consent is required to novate, assign or transfer and the requisite consent is refused (whether or not a reason is given for such refusal and, where a reason is given for such refusal, regardless of that reason), or is not received by the Physical Settlement Date or, as applicable, the Relevant Valuation Date (in which case it shall be deemed to have been refused), the Issuer or the Swap Counterparty shall, as soon as reasonably practicable, notify the relevant Holders of Securities of such refusal (or deemed refusal) and:

- (i) each such holder of Securities may designate a third party (which may or may not be an Affiliate of such holder of Securities) to take Delivery of the Deliverable Obligation on its behalf; and
  - (ii) if a holder of Securities does not designate a third party that takes Delivery on or prior to the date which is three Credit Security Business Days after the Physical Settlement Date, then the Issuer will redeem the Credit Linked Securities for which Delivery has not occurred, by payment of the relevant Partial Cash Settlement Amount to such holder of Securities. For the avoidance of doubt Credit Linked Condition 4(b) will not apply to this paragraph.
- (d) General Terms relating to Mod R and Mod Mod R

For the purposes of making a determination pursuant to "Mod R" and "Mod Mod R", final maturity date shall, subject to Credit Linked Condition 8(c) (Mod Mod R), be determined on the basis of the terms of the Deliverable Obligation or, as applicable, Valuation Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation or, as applicable, Valuation Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

- (e) Multiple Holder Obligations

Notwithstanding anything to the contrary in the definition of "Restructuring" and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraph (i)(A) to (i)(E) (inclusive) thereof shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation, provided that any obligation that is a Bond shall be deemed to satisfy the requirements of sub-paragraph (ii) of the definition of "Multiple Holder Obligation".

**9. Miscellaneous Provisions relating to Credit Linked Securities****(a) Determinations of the Calculation Agent**

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Credit Linked Conditions shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor (if applicable) and the Holders of Securities. Unless otherwise expressly stated, the Calculation Agent is not bound to follow or act in accordance with any determination of the relevant Credit Derivatives Determinations Committee. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. If the Calculation Agent chooses to rely on the determinations of the relevant Credit Derivatives Determinations Committee it may do so without liability. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Credit Linked Securities including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Swap Counterparty, the Trustee, the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, the Calculation Agent, the Issuer or the Guarantor (if applicable) shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

**(b) Reversal of DC Resolutions**

If, where a calculation or determination with respect to the Credit Linked Securities has been made by the Calculation Agent in reliance upon a DC Resolution or otherwise resulted from a DC Resolution, ISDA publicly announces that such DC Resolution has been reversed by a subsequent DC Resolution, such reversal will be taken into account for the purposes of any subsequent calculations, provided that the ISDA public announcement occurs prior to the DC Resolution Reversal Cut-off Date (or where redeemed or settled in part, save to the extent of any such redemption or settlement). The Calculation Agent, acting in good faith and in a commercially reasonable manner, will make any adjustment to any future payments as are required to take account of such reversal, including any payment of additional interest or any reduction in any interest or any other amount payable under the Credit Linked Securities. For the avoidance of doubt, no accruals of interest shall be taken into account when calculating any such adjustment payment.

**(c) Change in Standard Terms and Market Conventions**

The Calculation Agent, acting reasonably, may (but shall not be obligated to) modify these Credit Linked Conditions from time to time with effect from a date designated by the Calculation Agent to the extent reasonably necessary to ensure consistency with prevailing market standards or market trading conventions, which are, pursuant to the agreement of leading dealers in the credit derivatives market or any relevant ISDA committee, a market-wide protocol, any applicable law or regulation or the rules of any applicable exchange or clearing system, applicable to any Notional Credit Derivative Transaction or any Hedge Transaction entered into prior to such date or terms thereof. The Calculation Agent shall notify the Issuer, the Trustee, the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, and the Swap Counterparty as soon as reasonably practicable upon making any such determination. For the avoidance of doubt, the Calculation Agent may not, without the consent of the Issuer and the Trustee, amend, pursuant to this Credit Linked Condition 9(c) any of the terms and conditions of the Credit Linked Securities other than the Credit Linked Conditions.

In particular, the Calculation Agent may make such modifications as may be necessary to ensure consistency with any successor provisions ("**Successor Provisions**") which are published by ISDA and which supersede the 2003 ISDA Credit Derivatives Definitions, the 2003 ISDA Credit Derivatives Definitions as supplemented by the July 2009 Supplement and/or the 2014 ISDA Credit Derivatives Definitions, as the case may be, for the purposes of credit derivatives transactions generally (including with respect to transactions which are entered into prior to the relevant date of publication and which are outstanding as of that date) and/or may apply and rely on determinations of a Credit Derivatives Determinations Committee made in respect of a relevant Reference Entity under any such Successor Provisions notwithstanding any discrepancy between the terms of such Successor Provisions and these Credit Linked Conditions.

This Credit Linked Condition 9(c) shall apply unless the applicable Final Terms specify that "Change in Standard Terms and Market Conventions" is not applicable.

(d) Delivery of Notices

As soon as reasonably practicable after receiving a Credit Event Notice or Notice of Publicly Available Information, Notice of Physical Settlement (or amendment or correction thereof), Auction Settlement Amount Notice or Extension Notice from the Swap Counterparty, the Issuer shall promptly inform, or shall procure that the Swap Counterparty informs the Trustee, the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, and the Holders of Securities in accordance with Condition 18 of the Notes or Condition 19 of the Certificates, as applicable. Resolutions of the Credit Derivatives Determinations Committees are, as of the date hereof, available on the website of the Credit Derivatives Determinations Committees (<https://www.cdsdeterminationscommittees.org>) (or any successor website thereto).

(e) Effectiveness of Notices

Any notice referred to in Credit Linked Condition 9(d) above which is delivered on or prior to 5.00 p.m. (London time) on a London Business Day is effective on such date and if delivered after such time or on a day that is not a London Business Day, is deemed effective on the next following London Business Day.

A notice given by telephone by the Issuer, the Swap Counterparty or the Calculation Agent will be deemed to have been delivered at the time the telephone conversation takes place.

(f) Excess Amounts

If, on a Business Day, the Calculation Agent reasonably determines that an Excess Amount has been paid to Holders of Securities on or prior to such day, then following notification of the determination of an Excess Amount to the Issuer and Holders of Securities in accordance with Condition 18 of the Notes or Condition 19 of the Certificates, as applicable, the Issuer may deduct any such Excess Amount from future payments in relation to the Credit Linked Securities (whether interest or principal) or may reduce the amount of any assets deliverable under the terms of the Credit Linked Securities to the extent that it determines, acting reasonably, to be necessary to compensate for such Excess Amount.

(g) Disposal of Charged Assets

Following the occurrence of an Event Determination Date in respect of any Reference Entity, unless the Issuer is required or entitled to deliver a selected portion of the Charged Assets to the Swap Counterparty or the Repo Counterparty, respectively, under the terms of the Credit Default Swap Agreement, the Repurchase Agreement, or any other Swap Agreement relating to the Credit Linked

Securities, as applicable, or as otherwise specified in the Final Terms, the Redemption Agent shall, on behalf of the Issuer, use reasonable efforts to dispose of the Charged Assets (or, in the case of Linear Basket Credit Linked Securities, the relevant portion thereof) in accordance with Credit Linked Condition 9(h) for settlement not later than one Credit Security Business Day prior to the date on which the related Reference Entity Notional Amount of each Credit Linked Security is due to be redeemed save where the relevant Charged Asset is a Deposit Agreement and the Issuer will receive payment of an amount from the Deposit Counterparty at least equal to the relevant redemption amount on or prior to the date on which the related Reference Entity Notional Amount of each Credit Linked Security is due to be redeemed.

(h) Sale of Charged Assets

Where the Redemption Agent is required to dispose of any Charged Assets on behalf of the Issuer in order to redeem the Credit Linked Securities as set out in Credit Linked Condition 9(g), then:

- (i) the Redemption Agent shall seek firm bid quotations from at least three dealers in assets such as the relevant Charged Assets (and, for such purpose, it may seek quotations in respect of such Charged Assets in their entirety or in respect of designated tranches thereof, as it considers appropriate);
- (ii) the Redemption Agent may itself provide a bid in respect of the relevant Charged Assets or any tranche thereof;
- (iii) it shall and shall be authorised to accept on behalf of the Issuer in respect of each relevant tranche or, as applicable, the entirety of the relevant Charged Assets the highest such quotation so obtained (which may be a quotation of the Redemption Agent); and
- (iv) the net proceeds of sale of the relevant Charged Assets shall be paid into the Compartment Account and applied to meet the Issuer's obligations in respect of the Credit Linked Securities, the Swap Agreements and, if applicable, the Repurchase Agreement.

(i) Provisions Relating to Timing

Subject to Credit Linked Condition 9(e) and Credit Linked Condition 9(j), in order to determine the day on which an event occurs for purposes of the Credit Linked Conditions, the demarcation of days shall be made by reference to Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time), irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.

(j) Payment Timing

Notwithstanding the "Credit Event Notice" definition and Credit Linked Condition 9(g) (*Provisions Relating to Timing*), if a payment is not made by the Reference Entity on its due date or, as the case may be, on the final day of the relevant Grace Period, then such failure to make a payment shall be deemed to have occurred on such day prior to midnight Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time), irrespective of the time zone of its place of payment.

(k) Business Day Convention

If the last day of any period calculated by reference to calendar days falls on a day that is not a Business Day, such last day shall be subject to adjustment in accordance with the applicable Business Day Convention; provided that if the last day of any period is the Credit Event Backstop Date or the

Successor Backstop Date, such last day shall not be subject to any adjustment in accordance with any Business Day Convention.

(l) No Frustration

In the absence of other reasons, the Credit Linked Securities will not be considered frustrated, or otherwise void or voidable (whether for mistake or otherwise) solely because:

- (i) the Reference Entity does not exist on, or ceases to exist on or following, the Trade Date; and/or
- (ii) Obligations, Deliverable Obligations or the Reference Obligation do not exist on, or cease to exist on or following, the Trade Date.

(m) Provisions relating to FX Adjustment

If "FX Adjustment" is specified to be applicable in the relevant Final Terms, any amount payable in respect of the Credit Linked Securities shall be made in such amount as determined absent this provision multiplied by the FX Adjustment.

## 10. Definitions

In these Credit Linked Conditions:

**"Accelerated or Matured"** means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise, is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws.

**"Additional Credit Linked Security Disruption Event"** means any of Change in Law, Hedging Disruption, and/or Increased Cost of Hedging, in each case if specified as applying in the applicable Final Terms.

**"Additional LPN"** means any LPN issued by an LPN Issuer for the sole purpose of providing funds for the LPN Issuer to provide financing to the Reference Entity via an:

- (i) Underlying Loan; or
- (ii) Underlying Finance Instrument,

provided that:

- (i) either:
  - (A) in the event that there is an Underlying Loan with respect to such LPN, the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or
  - (B) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics;
- (ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified Currencies – Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and

- (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of holders of the LPNs.

**"Additional Obligation"** means each of the obligations listed as an Additional Obligation of the Reference Entity in the relevant "LPN Reference Obligation List" as published by Markit Group Limited, or any successor thereto, which list is currently available at <http://www.markit.com/marketing/services.php>.

**"Additional Provisions"** means any additional provisions from time to time published by ISDA for use in the over-the-counter credit derivatives market and specified as applicable in relation to a Reference Entity which may include:

- (i) the Additional Provisions for Physically Settled Default Swaps - Monoline Insurer as Reference Entity, as published by ISDA on 21 January 2005; or
- (ii) any other provisions specified in relation to such Reference Entity.

**"Affected Entity"** has the meaning given to such term in Credit Linked Condition 6(d) above.

**"Affiliate"** means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

**"Asset"** means each obligation, equity, amount of cash, security, fee (including any "early-bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the Reference Entity or a third party (or any value which was realized or capable of being realized in circumstances where the right and/or other asset no longer exists).

**"Asset Market Value"** means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

**"Asset Package"** means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

**"Asset Package Credit Event"** means:

- (i) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in respect of the Reference Entity:
  - (i) a Governmental Intervention; or
  - (ii) a Restructuring in respect of the Reference Obligation, if "Restructuring" is specified as applicable in respect of the Reference Entity and such Restructuring does not constitute a Governmental Intervention; and
- (ii) if the Reference Entity is a Sovereign and "Restructuring" is specified as applicable in respect of the Reference Entity, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement.

**"Assignable Loan"** means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if the Reference Entity is guaranteeing such Loan) or any agent, and if specified as applicable to a Deliverable Obligation Category, the Assignable Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Loans.

**"Auction"** has the meaning set forth in the Transaction Auction Settlement Terms.

**"Auction Cancellation Date"** has the meaning set forth in the Transaction Auction Settlement Terms.

**"Auction Covered Transaction"** has the meaning set forth in the Transaction Auction Settlement Terms.

**"Auction Final Price"** has the meaning set forth in the Transaction Auction Settlement Terms or the Parallel Auction Settlement Terms identified by the Swap Counterparty in the Auction Settlement Amount Notice.

If "Zero Recovery" is specified in the applicable Final Terms, the Auction Final Price shall be zero and, for the avoidance of doubt, no Auction Settlement Amount Notice shall be required.

**"Auction Final Price Determination Date"** has the meaning set forth in the Transaction Auction Settlement Terms.

**"Auction Settlement Amount"** means, in relation to any Reference Entity, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

$$\text{Auction Settlement Amount} = \text{Max} [0, \text{Min} (\text{RENA}, [\text{RENA} \times \text{AFP}] - \text{UC} - \text{CAL})]$$

Where:

**"AFP"** means the relevant Auction Final Price;

**"CAL"** means the Charged Assets Loss;

**"RENA"** means the Reference Entity Notional Amount in respect of the relevant Reference Entity; and

**"UC"** means the Unwind Costs (unless the applicable Final Terms specify that the Unwind Costs are not applicable, in which event "UC" means zero).

**"Auction Settlement Amount Notice"** means a notice given by the Swap Counterparty to the Issuer, the Trustee and the Calculation Agent on or prior to the date which is 65 Business Days following the Auction Date (or, if later, the Movement Option Cut-off Date) specifying:

- (i) the Transaction Auction Settlement Terms or Parallel Auction Settlement Terms which the Swap Counterparty has elected to apply to the Credit Default Swap Agreement (provided that the Swap Counterparty may only elect to apply any Parallel Auction Settlement Terms (for purposes of which all Deliverable Obligations (as defined in respect of the Final List)



on the Final List will be Permissible Deliverable Obligations, under the Transaction Auction Settlement Terms) in the circumstances set out in sub-paragraph (ii) or (iii)(ii) of the definition of "No Auction Announcement Date"); and

- (ii) the Auction Settlement Amount.

**"Auction Settlement Date"** means:

- (i) the date that is three Business Days following delivery by the Swap Counterparty of the Auction Settlement Amount Notice (or, if "Zero Recovery" is specified as applicable in the Final Terms, the date that is the relevant Event Determination Date); or
- (ii) (if "Settlement Deferral" is specified as applicable) if later, (in the case of Credit Linked Certificates) the Redemption Date or (in the case of Credit Linked Notes) the Maturity Date. For the avoidance of doubt, this shall be without prejudice to Credit Linked Condition 3(a).

**"Bankruptcy"** means a Reference Entity:

- (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (iii) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition:
  - (i) 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
  - (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (v) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (vi) 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;
- (vii) 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 dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or

- (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-paragraphs (i) to (vii) (inclusive) above.

**"Basket"** means, together, the basket of Reference Entities.

**"Bond"** means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money obligation.

**"Bond or Loan"** means any obligation that is either a Bond or a Loan.

**"Borrowed Money"** means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit).

**"Capped Reference Entity"** means, unless otherwise specified in the Final Terms, a Reference Entity having a specified Transaction Type in respect of which "60 Business Day Cap on Settlement" is expressed as applying in the Physical Settlement Matrix.

**"Cash Settlement Date"** means:

- (i) the date that is the number of Business Days specified in the Final Terms (or, if a number of Business Days is not specified, three Business Days) immediately following the determination of the Weighted Average Final Price (or, if "Zero Recovery" is specified as applicable in the Final Terms, the date that is the relevant Event Determination Date); or
- (ii) (if "Settlement Deferral" is specified as applicable) if later, (in the case of Credit Linked Certificates) the Redemption Date or (in the case of Credit Linked Notes) the Maturity Date. For the avoidance of doubt, this shall be without prejudice to Credit Linked Condition 3(a).

**"Change in Law"** means that, on or after the Trade Date (as specified in the applicable Final Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency, regulatory or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the Calculation Agent determines that:

- (i) the Issuer is unable to perform its obligations in respect of the Credit Linked Securities or it has become illegal for the Issuer, the Swap Counterparty or any of the Swap Counterparty's Affiliates to hold, acquire or dispose of any relevant hedge positions in respect of the Credit Linked Securities; or
- (ii) the Issuer, the Swap Counterparty or any of the Swap Counterparty's Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Credit Linked Securities in issue or in holding, acquiring or disposing of any relevant hedge positions of the Credit Linked Securities.

**"Charged Assets Loss"** means, in relation to any Charged Assets, an amount equal to:

- (a) the price at which such Charged Assets were initially acquired by the Issuer; less
- (b) the net proceeds of liquidation of such Charged Assets,

subject to a minimum of zero, provided that, where No Charged Assets Loss is specified as applicable in the applicable Final Terms, the Charged Assets Loss will be equal to zero.

If the Charged Assets are disposed of by the Issuer pursuant to a Repurchase Agreement then the Charged Assets Loss shall be equal to zero.

**"CoCo Supplement"** means the 2014 CoCo Supplement to the 2014 ISDA Credit Derivatives Definitions, as published by ISDA.

**"Conditionally Transferable Obligation"** means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case, as of both the NOPS Effective Date and the Delivery Date or, as applicable, as of the Relevant Valuation Date, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if the Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Conditionally Transferable Obligation".

**"Conforming Reference Obligation"** means a Reference Obligation which is a Deliverable Obligation determined in accordance with paragraph (i) of the definition of "Deliverable Obligation".

**"Consent Required Loan"** means a Loan that is capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the Reference Entity is guaranteeing such Loan) or any agent, and, if specified as applicable to a Deliverable Obligation Category, the Consent Required Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within the Deliverable Obligation Category that are Loans.

**"Credit Default Swap Agreement"** means the credit default swap transaction(s) entered into between the Issuer and the Swap Counterparty in connection with the Credit Linked Securities provided that if a Credit Default Swap Agreement is not specified as a Related Agreement in the applicable Final Terms, each reference to "Credit Default Swap Agreement" in these Credit Linked Conditions shall be deemed to be a reference to the Swap Agreement.

**"Credit Derivatives Auction Settlement Terms"** means, in relation to any Reference Entity, the Credit Derivatives Auction Settlement Terms published by ISDA, with respect to the relevant Reference Entity, a form of which will be published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto) from time to time and as may be amended from time to time.

**"Credit Derivatives Definitions"** means the 2014 ISDA Credit Derivatives Definitions, as published by ISDA, and, in addition, if Additional Provisions are specified to be applicable with

respect to the Credit Linked Securities in the Final Terms, as supplemented by the Additional Provisions.

**"Credit Derivatives Determinations Committee"** means each committee established pursuant to the Rules for purposes of reaching certain DC Resolutions in connection with credit derivative transactions in the over-the-counter market, as more fully described in the Rules.

**"Credit Event"** means the occurrence of one or more of Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring, Governmental Intervention or Additional Credit Event as specified with respect to a Reference Entity.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (i) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (ii) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (iii) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (iv) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

**"Credit Event Backstop Date"** means, the date that is 60 calendar days prior to the Trade Date or, if so specified in the Final Terms, the Issue Date or such other date specified in the Final Terms.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

**"Credit Event Cash Settlement Amount"** means, in relation to any Reference Entity and unless otherwise specified in the Final Terms, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

$$\text{Credit Event Cash Settlement Amount} = \text{Max} [0, \text{Min} (\text{RENA}, [\text{RENA} \times \text{WAFP}] - \text{UC} - \text{CAL})]$$

Where:

**"CAL"** means the Charged Assets Loss;

**"RENA"** means the relevant Reference Entity Notional Amount;

**"UC"** means the Unwind Costs (unless the applicable Final Terms specify that the Unwind Costs are not applicable, in which event **"UC"** means zero); and

**"WAFP"** means the Weighted Average Final Price, or if so specified in the applicable Final Terms, the Final Price or such other price specified therein.

**"Credit Event Notice"** means an irrevocable notice from the Swap Counterparty (which may be in writing (including by facsimile and/or by email and/or by telephone)) to the Issuer, the Calculation

Agent and the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable (with, for information purposes only, a copy in writing of such notice (a "**Copy Notice**") sent to the Trustee; for the avoidance of doubt, failure to deliver a Copy Notice will not invalidate the Credit Event Notice) that describes a Credit Event that occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date.

Any Credit Event Notice that describes a Credit Event (other than any Additional Credit Event) that occurred after the Scheduled Termination Date must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

A Credit Event Notice that describes a Credit Event other than an M(M)R Restructuring must be in respect of the full Reference Entity Notional Amount.

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred, provided that where an Event Determination Date has occurred pursuant to sub-paragraph (ii) of the definition thereof, a reference to the relevant DC Credit Event Announcement shall suffice. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective.

**"Credit Event Resolution Request Date"** means, with respect to a DC Credit Event Question, the date as publicly announced by the DC Secretary that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

**"Credit Linked Certificates"** means Certificates linked to the credit of a specified entity or entities.

**"Credit Linked Notes"** means Notes linked to the credit of a specified entity or entities.

**"Credit Linked Securities"** means Credit Linked Notes and/or Credit Linked Certificates.

**"Credit Observation Period End Date"** means the date, if any, specified as such in the Final Terms or, if no such date is specified, the Scheduled Maturity Date (in the case of Notes) or the Scheduled Redemption Date (in the case of Certificates).

**"Credit Security Business Day"** means, in respect of any Reference Entity, (a)(i) a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose with respect to such Reference Entity, and/or (ii) a T2 Settlement Day (if "T2" or "T2 Settlement Day" is specified with respect to such Reference Entity), or (b) if a place or places or such terms are not so specified, (i) if the related Reference Entity Notional Amount is denominated in the euro, a T2 Settlement Day, or (ii) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the currency of denomination of the related Reference Entity Notional Amount.

Business Days referenced in the Physical Settlement Matrix shall be deemed to be Credit Security Business Days.

**"Credit Security Dealer"** means a dealer in obligations of the type of Obligation(s) (as the case may be) for which quotations are to be obtained (as selected by the Calculation Agent) and may include the Swap Counterparty or its Affiliate and a Holder of Securities or its Affiliate or as may otherwise be specified in the Final Terms.

**"Credit Security Settlement Date"** means either:

- (i) (in the case of Credit Linked Certificates) the Scheduled Redemption Date or (in the case of Credit Linked Notes) the Scheduled Maturity Date; or
- (ii) where the Swap Counterparty delivers an Extension Notice in relation to a Reference Entity is delivered by the Swap Counterparty to the Issuer (copied to the Trustee, the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, and the Calculation Agent) at or prior to 11:00 a.m. (London time) on the date falling two London Business Days prior to (in the case of Credit Linked Notes) the Scheduled Maturity Date or (in the case of Credit Linked Certificates) the Scheduled Redemption Date, the date falling two Business Days after the latest to occur of the expiry of the Notice Delivery Period, the expiry of the Post Dismissal Additional Period or the latest date on which it would be possible for the Swap Counterparty to deliver a Credit Event Notice under paragraph (ii)(i)(B) or (ii)(ii) of the definition of "Event Determination Date".

**"Currency Amount"** means with respect to:

- (i) a Deliverable Obligation specified in a Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, or a selected Valuation Obligation that is denominated in a currency other than the Settlement Currency, an amount converted to the Settlement Currency using a conversion rate determined by reference to the Currency Rate; and
- (ii) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert each Replaced Deliverable Obligation Outstanding Amount specified in each NOPS Amendment Notice with respect to that portion of the relevant Reference Entity Notional Amount into the currency of denomination of the relevant Replacement Deliverable Obligation.

**"Currency Rate"** means with respect to:

- (i) a Deliverable Obligation specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, or a selected Valuation Obligation, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Amount of such Deliverable Obligation is denominated that is either:
  - (i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time; or
  - (ii) if such rate is not available at such time, as the Calculation Agent shall determine in a commercially reasonable manner; and
- (ii) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the Revised Currency Rate.

**"Currency Rate Source"** means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee.

**"DC Announcement Coverage Cut-off Date"** means, with respect to a DC Credit Event Announcement, the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is 21 calendar days following the No Auction Announcement Date, if any, as applicable.

**"DC Credit Event Announcement"** means, with respect to a Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date, provided that if the Credit Event occurred after the Credit Observation Period End Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

**"DC Credit Event Meeting Announcement"** means, with respect to the Reference Entity, a public announcement by the DC Secretary that a Credit Derivatives Determinations Committee will be convened to Resolve the matters described in a DC Credit Event Question.

**"DC Credit Event Question"** means a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event has occurred.

**"DC Credit Event Question Dismissal"** means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

**"DC No Credit Event Announcement"** means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event.

**"DC Resolution"** has the meaning given to that term in the Rules.

**"DC Resolution Reversal Cut-off Date"** means the earliest to occur of the Auction Final Price Determination Date, a Valuation Date, a Physical Settlement Date, a Delivery Date, the Credit Security Settlement Date or other redemption or settlement date of the Credit Linked Securities or the date on which instructions are given by or on behalf of the Issuer for any such redemption or settlement or any date, as determined by the Swap Counterparty acting in a commercially reasonable manner, of termination, settlement, replacement or re-establishment in whole or in part of any Hedge Transaction (or entry into a binding commitment in respect of any of the foregoing) by or on behalf of the Swap Counterparty and/or any of its Affiliates (following the occurrence of an Event Determination Date or in reliance on a prior DC Resolution), as applicable.

**"DC Secretary"** has the meaning given to that term in the Rules.

**"Default Requirement"** means the amount as may be specified as such in the Final Terms or, if a Transaction Type is specified, the amount specified as such in the Physical Settlement Matrix or its equivalent in the relevant Obligation Currency (or, if no such amount is specified, U.S.\$ 10,000,000 or its equivalent in the relevant Obligation Currency), in either case, as of the occurrence of the relevant Credit Event.

**"Deliver"** means:

- (i) to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Deliverable Obligations specified in the Notice of

Physical Settlement or any NOPS Amendment Notice, as applicable, to the Issuer or the Holders of Securities, as the case may be, free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including, without limitation, any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in the definition of "Credit Event") or right of set-off by or of the Reference Entity or any applicable Underlying Obligor) provided that (1) if a Deliverable Obligation is a Direct Loan Participation, "Deliver" means to create (or procure the creation of) a participation in favour of the Issuer or the holders of Securities, as the case may be, and (2) if a Deliverable Obligation is a Guarantee, "Deliver" means to Deliver both the Underlying Obligation and the Guarantee, provided further that if the Guarantee has a Fixed Cap, (A) "Deliver" means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap and (B) those claims shall be deemed to be Deliverable Obligations). **"Delivery"** and **"Delivered"** will be construed accordingly.

In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time, provided further that the Issuer, the Swap Counterparty and each holder of Securities agrees to comply, for the purposes of the settlement of the Swap Agreement and the Credit Linked Securities, with the provisions of any documentation (which shall include any market advisory that the relevant Credit Derivatives Determinations Committee Resolves to approve for such purpose) that the relevant Credit Derivatives Determinations Committee Resolves constitutes documentation customarily used in the relevant market for Delivery of such Loan at that time, as such documentation may be amended to the extent the relevant Credit Derivatives Determinations Committee Resolves is appropriate, which is consistent with the delivery and payment obligations of the parties hereunder. The Issuer and the Swap Counterparty agree, and each Holder of Securities is deemed to further agree, that compliance by the Issuer and the Swap Counterparty with the provisions of any such documentation shall be required for, and, without further action, constitute, Delivery for the purposes of this definition (to the extent that such documentation contains provisions describing how Delivery should be effected) and none of the Issuer, the Swap Counterparty nor any Holder of Securities shall be permitted to request that any party take nor shall the Issuer, the Swap Counterparty or any Holder of Securities be required to take, any action or make any payment in connection with such Delivery, as applicable, unless otherwise contemplated by such documentation.

- (ii) If Asset Package Delivery applies, (A) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, may be satisfied by Delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (B) paragraph (i) of the definition of "Deliver" and the relevant provisions on delivery shall be deemed to apply to each Asset in the Asset Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (C) if the Asset Package is zero, the Outstanding Amount of the Prior Deliverable Obligation or Package Observable Bond shall be deemed to have been Delivered in full three Business Days following the date on which the Issuer or Swap Counterparty or the Calculation Agent on behalf of the Issuer has notified the Holders of the Securities of the detailed description of the Asset Package that it intends to Deliver in accordance with the definition of "Notice of Physical Settlement", (D) the Issuer may satisfy its obligation to



make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion and (E) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value.

**"Deliverable Obligation"** means:

- (i) any obligation of the relevant Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the Method for Determining Deliverable Obligations;
- (ii) the Reference Obligation;
- (iii) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation; and
- (iv) if Asset Package Delivery is applicable, any Prior Deliverable Obligation (if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity) or any Package Observable Bond (if the Reference Entity is a Sovereign),

in each case, (A) unless it is an Excluded Deliverable Obligation and (B) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of paragraph (iv), immediately prior to the relevant Asset Package Credit Event).

For purposes of the **"Method for Determining Deliverable Obligations"**, the term "Deliverable Obligation" may be defined as each obligation of the Reference Entity described by the Deliverable Obligation Category specified in respect of the Reference Entity, and, subject to Credit Linked Condition 5 (Provisions relating to Obligation Category and Characteristics and Deliverable Obligation Category and Characteristics), having each of the Deliverable Obligation Characteristics, if any, specified in respect of the Reference Entity, in each case, as of both the NOPS Effective Date and the Delivery Date (unless otherwise specified).

**"Deliverable Obligation Category"** means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan as specified in relation to a Reference Entity. If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics. No Deliverable Obligation Characteristics are applicable to Reference Obligation Only.

**"Deliverable Obligation Characteristics"** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.

**"Deliverable Obligation Provisions"** in relation to any Reference Entity, has the meaning set forth in the Credit Derivatives Auction Settlement Terms.

**"Deliverable Obligation Terms"** in relation to any Reference Entity, has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

**"Delivery Date"** means, with respect to a Deliverable Obligation or an Asset Package, the date on which such Deliverable Obligation or Asset Package is Delivered (or deemed Delivered under paragraph (ii)(C) of the definition of "Deliver").

**"Determination Time"** means the time specified as such in the Final Terms.

**"Direct Loan Participation"** means a Loan in respect of which, pursuant to a participation agreement, the Swap Counterparty is capable of creating, or procuring the creation of, a contractual right in favour of the Issuer that provides the Issuer with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between the Issuer and either:

- (i) the Swap Counterparty (to the extent that the Swap Counterparty, is then a lender or member of the relevant lending syndicate), or
- (ii) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate).

**"Domestic Currency"** means the currency specified as such in relation to a Reference Entity and any successor currency thereto. If no currency is so specified, the Domestic Currency shall be the lawful currency and any successor currency of:

- (i) the relevant Reference Entity, if the Reference Entity is a Sovereign; or
- (ii) the jurisdiction in which the relevant Reference Entity is organised, if the Reference Entity is not a Sovereign.

**"Domestic Law"** means each of the laws of (a) the Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organized, if such Reference Entity is not a Sovereign.

**"Downstream Affiliate"** means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

**"Due and Payable Amount"** means the amount that is due and payable by the Reference Entity under the obligation whether by reason of maturity, acceleration, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on either (A) the NOPS Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date) or (B) the Relevant Valuation Date, as applicable.

**"Eligible Information"** means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

**"Eligible Transferee"** means each of the following:

- (i) any:

- (A) bank or other financial institution;
- (B) insurance or reinsurance company;
- (C) mutual fund, unit trust or similar collective investment vehicle (other than an entity described in sub-paragraph (iii)(A) below); and
- (D) registered or licensed broker or dealer (other than a natural person or proprietorship),

provided, however, in each case that such entity has total assets of at least USD 500,000,000;

- (ii) an Affiliate of an entity specified in (i) above;
- (iii) each of a corporation, partnership, proprietorship, organisation, trust or other entity:
  - (A) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralized debt obligations, commercial paper conduit or other special purpose vehicle) that (I) has total assets of at least USD 100,000,000 or (II) is one of a group of investment vehicles under common control or management having, in aggregate, total assets of at least USD 100,000,000;
  - (B) that has total assets of at least USD 500,000,000; or
  - (C) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in paragraphs (i), (ii), (iii)(B) or (iv) hereof; and
- (iv) any:
  - (A) Sovereign; or
  - (B) entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development,

All references in this definition to U.S.\$ or USD include equivalent amounts in other currencies, as determined by the Swap Counterparty or the Calculation Agent.

**"Event Determination Date"** means, in respect of any Credit Event:

- (i) subject to sub-paragraph (ii) below, the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or
- (ii) save in respect of an M(M)R Restructuring Credit Event and notwithstanding sub-paragraph (i) above, if a DC Credit Event Announcement has occurred and the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date), either:
  - (i) the Credit Event Resolution Request Date, if either:

- (A) (1) the Credit Event is not an M(M)R Restructuring; and
  - (2) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or
- (B) (1) the Credit Event is an M(M)R Restructuring; and
  - (2) a Credit Event Notice is delivered by the Swap Counterparty to the Issuer on or prior to the Exercise Cut-off Date; or
- (ii) if so elected by the Swap Counterparty, the first date on which a Credit Event Notice is delivered by the Swap Counterparty to the Issuer during either the Notice Delivery Period or the period from and including the date of the DC Credit Event Announcement to and including the date that is 15 Business Days thereafter,

provided that:

- (1) no Physical Settlement Date or Cash Settlement Date (as applicable) has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs;
- (2) if any Valuation Date or Delivery Date, as applicable, has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs, an Event Determination Date shall be deemed to have occurred only with respect to the portion of the Reference Entity Notional Amount, if any, with respect to which no Valuation Date or Delivery Date, as applicable, has occurred; and
- (3) no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered by the Swap Counterparty to the Issuer:
  - (A) unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date;
  - (B) unless, and to the extent that, the Exercise Amount specified in any such Credit Event Notice was less than the then outstanding Reference Entity Notional Amount; or
  - (C) unless the Notional Credit Derivative Transaction is an Auction Covered Transaction and the Deliverable Obligations set out on the Final List are identical to the Permissible Deliverable Obligations for such Notional Credit Derivative Transaction.

No Event Determination Date will occur with respect to an event, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, a DC No Credit Event Announcement occurs with respect to the event that, but for such DC No Credit Event Announcement, would have constituted a Credit Event, prior to the DC Resolution Reversal Cut-off Date. Where No Prior Event Determination Date is specified as applicable in the applicable Final Terms, no Event Determination Date may occur prior to the Issue Date and any Event Determination Date which would have occurred prior to the Issue Date but for this sentence shall be deemed to have no effect.

**"Excess Amount"** means any amount paid to the Holders of Securities but which was not due on the Credit Linked Securities, as a result of the occurrence of a DC Credit Event Announcement,

Event Determination Date or Credit Event Resolution Request Date on or around the date on which the amount in question would otherwise have been required to be paid.

**"Excluded Deliverable Obligation"** means:

- (i) any obligation of the Reference Entity specified as such or of a type described in the applicable Final Terms;
- (ii) any principal only component of a Bond from which some or all of the interest components have been stripped; and
- (iii) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

**"Excluded Obligation"** means:

- (i) any obligation of the Reference Entity specified as such or of a type described in the applicable Final Terms;
- (ii) if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity and the Reference Entity is a Senior Transaction, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and
- (iii) if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity and the Reference Entity is a Subordinated Transaction, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

**"Exercise Amount"** has the meaning given to it in Credit Linked Condition 8(a)(i).

**"Exercise Cut-off Date"** means the date that is the later of:

- (i) 65 Business Days following the Final List Publication Date;
  - (ii) 15 Credit Security Business Days following the Auction Final Price Determination Date, if any;
  - (iii) 15 Credit Security Business Days following the Auction Cancellation Date, if any; or
  - (iv) 15 Credit Security Business Days following the No Auction Announcement Date, if any,
- or such later date as the relevant Credit Derivatives Determinations Committee Resolves.

**"Extended Physical Settlement Date"** means:

- (i) in the case of a Capped Reference Entity, the 60<sup>th</sup> Credit Security Business Day following the Physical Settlement Date, provided that if, under the terms of a Hedge Transaction, the Original Bonds or Original Loans (or Assets which form part of the Asset Package intended to be Delivered in lieu of a Prior Deliverable Obligation or Package Observable Bond (the **"Original Assets"**)), or any other Deliverable Obligations in lieu thereof, may not be received by the Issuer and/or the Swap Counterparty and/or any of its Affiliates on or before the Extended Physical Settlement Date but the Issuer and/or the Swap Counterparty and/or any of its Affiliates may, in accordance with the terms of the Hedge Transaction, receive or otherwise obtain such Original Bonds or such Original Loans or other Bonds or Loans in

lieu thereof or Original Assets or any other Deliverable Obligations in lieu thereof on or before the date falling three Credit Security Business Days (in a case where Original Bonds may be received or otherwise obtained after the Extended Physical Settlement Date) or ten Credit Security Business Days (in a case where Original Loans or other Loans or Bonds in lieu thereof or Original Assets or any other Deliverable Obligations in lieu thereof may be received or otherwise obtained after the Extended Physical Settlement Date) after the Extended Physical Settlement Date, such date may be further extended to a date falling up to three Credit Security Business Days or ten Credit Security Business Days, respectively, after the original Extended Physical Settlement Date, or to such earlier date as the Swap Counterparty may select; and

- (ii) in the case of a Non-Capped Reference Entity, such date as the Swap Counterparty may select, provided that such date falls no later than the 120<sup>th</sup> Credit Security Business Day following the Physical Settlement Date or, in the absence of such selection, such 120<sup>th</sup> Credit Security Business Day.

**"Extension Date"** means the latest of:

- (i) the Credit Observation Period End Date, as applicable;
- (ii) the Grace Period Extension Date if:
  - (A) "Failure to Pay" and "Grace Period Extension" are specified as applicable in relation to any Reference Entity;
  - (B) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Credit Observation Period End Date; and
  - (C) the Swap Counterparty delivers an Extension Notice under sub-paragraph (ii) of the definition thereof;
- (iii) the Repudiation/Moratorium Evaluation Date (if any) if:
  - (A) Repudiation/Moratorium is specified as applicable in relation to any Reference Entity; and
  - (B) the Swap Counterparty deliver an Extension Notice under sub-paragraph (iii) of the definition thereof.

**"Extension Notice"** means a notice from the Swap Counterparty to the Issuer, the Trustee, the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, and the Calculation Agent giving notice of the following in relation to a Reference Entity:

- (i) without prejudice to sub-paragraphs (ii), (iii) or (iv) below, that a Credit Event has occurred or may occur on or prior to the Credit Observation Period End Date; or
- (ii) that a Potential Failure to Pay has occurred or may occur on or prior to the Credit Observation Period End Date; or
- (iii) that a Potential Repudiation/Moratorium has occurred or may occur on or prior to the Credit Observation Period End Date; or
- (iv) that a Credit Event Resolution Request Date has occurred or may occur on or prior to the last day of the Notice Delivery Period.

**"Failure to Pay"** means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure.

If an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

**"Fallback Settlement Event"** means:

- (i) an Auction Cancellation Date occurs;
- (ii) a No Auction Announcement Date occurs (and in circumstances where the No Auction Announcement Date occurs pursuant to sub-paragraph (ii) or (iii)(ii) of the definition thereof, the Swap Counterparty has not delivered an Auction Settlement Amount Notice specifying an applicable Parallel Auction Settlement Terms on or prior to the Movement Option Cut-off Date);
- (iii) a DC Credit Event Question Dismissal occurs; or
- (iv) an Event Determination Date has occurred pursuant to sub-paragraph (i) of the definition of "Event Determination Date", and no Credit Event Resolution Requestmarch 20 Date has occurred within three Business Days of such Event Determination Date.

**"Fallback Settlement Method"** means Cash Settlement or Physical Settlement, as specified in the Final Terms.

**"Final FX Level"** means the WM / Reuters currency exchange rate for the currency pair "Reference Currency/Settlement Currency" (expressed as an amount of Settlement Currency per one unit of Reference Currency), calculated by WM Company which appears on the Screen Page at the Determination Time (the **"Final FX Reference Rate"**) as determined by the Calculation Agent in good faith and a commercially reasonable manner, on the date that is two Business Days prior to the Credit Security Settlement Date. If the Final FX Reference Rate is unavailable for any reason, the Calculation Agent shall determine the Final FX Level in good faith and in a commercially reasonable manner.

**"Final List"** has the meaning given to that term in the Rules.

**"Final List Publication Date"** means, in respect of a Credit Event, the date on which the last Final List in respect of such Credit Event is published by ISDA.

**"Final Price"** means the price of the Reference Obligation or, as applicable, any Valuation Obligation, Deliverable Obligation or Undeliverable Obligation, expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount (or, as the case may be, the Outstanding Amount of the relevant Prior Deliverable Obligation or Package Observable Bond immediately prior to the Asset Package Credit Event), as applicable, determined in accordance with:

- (i) the highest Quotation obtained by the Calculation Agent (or otherwise in accordance with the definition of "Quotation") with respect to the Relevant Valuation Date (or, in the case of a relevant Asset other than Borrowed Money and other than a Non-Transferable Instrument or Non-Financial Instrument, such other market value of the relevant Asset as may be determined by the Calculation Agent in a commercially reasonable manner); or
- (ii) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the relevant Asset Market Value.

For the avoidance of doubt, if the Asset Package is or is deemed to be zero, the Final Price shall be zero.

If "Zero Recovery" is specified as applicable in the Final Terms, the Final Price shall be zero.

**"First Ranking Interest"** means an Interest which is expressed as being "first ranking", "first priority", or similar ("**First Ranking**") in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any relevant insolvency jurisdiction of the LPN Issuer).

**"Fixed Cap"** means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

**"Full Quotation"** means, in accordance with the bid quotations provided by the Credit Security Dealers, each firm quotation (expressed as a percentage of the Outstanding Principal Balance or Due and Payable Amount, as applicable) obtained from a Credit Security Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation, Deliverable Obligation or, as the case may be, Undeliverable Obligations with an Outstanding Principal Balance or Due and Payable Amount, as applicable, equal to the Quotation Amount.

**"Fully Transferable Obligation"** means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds, in each case, as of both the NOPS Effective Date and the Delivery Date or, as applicable, the Relevant Valuation Date. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Fully Transferable Obligation".

**"Further Subordinated Obligation"** means, if the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

**"FX Adjustment"** means, unless otherwise specified in the applicable Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Final FX Level}}{\text{Initial FX Level}}$$

**"Governmental Authority"** means (i) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof); (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body; (iii) any authority or any other entity



(private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or of all of its obligations; or (iv) any other authority which is analogous to any of the entities specified in (i) to (iii).

**"Governmental Intervention"** means:

- (i) that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:
  - (i) any event which would affect creditors' rights so as to cause:
    - (A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
    - (B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
    - (C) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or
    - (D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
  - (ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
  - (iii) a mandatory cancellation, conversion or exchange; or
  - (iv) any event which has an analogous effect to any of the events specified in (i)(i) to (i)(iii) above.
- (ii) For purposes of (i) above, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

**"Grace Period"** means:

- (i) subject to sub-paragraphs (ii) and (iii), the applicable grace period with respect to payments under and in accordance with the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (ii) if "Grace Period Extension" is applicable in relation to the relevant Reference Entity, a Potential Failure to Pay has occurred on or prior to the Credit Observation Period End Date and the applicable grace period cannot, by its terms, expire on or prior to the Credit Observation Period End Date, the Grace Period shall be deemed to be the lesser of such grace period and the period specified as such in the applicable Final Terms or, if no period is specified, thirty calendar days; and
- (iii) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period

Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified as applicable in relation to the relevant Reference Entity, such deemed Grace Period shall expire no later than the Credit Observation Period End Date.

**"Grace Period Business Day"** means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation or if a place or places are not so specified, (a) if the Obligation Currency is the euro, a T2 Settlement Day, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

**"Grace Period Extension Date"** means, if:

- (i) "Grace Period Extension" is specified as applicable in relation to a Reference Entity; and
- (ii) a Potential Failure to Pay occurs on or prior to the Credit Observation Period End Date,

the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay. If "Grace Period Extension" is not specified as applicable in relation to a Reference Entity, Grace Period Extension shall not apply.

**"Guarantee"** means a Relevant Guarantee or a guarantee which is the Reference Obligation.

**"Hedge Disruption Event"** means the Swap Counterparty and/or any of its Affiliates has not received the relevant Deliverable Obligations and/or cash under the terms of a Hedge Transaction.

**"Hedge Transaction"** means any transaction or trading position entered into or held by the Swap Counterparty and/or any of its Affiliates to hedge, directly or indirectly, the Swap Counterparty's obligations or positions (whether in whole or in part) in respect of the Credit Default Swap Agreement.

**"Hedging Disruption"** means that the Issuer, the Guarantor, if applicable, or the Swap Counterparty and/or any of their respective Affiliates 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 options contract(s) it deems necessary to hedge its exposure with respect to (in the case of the Issuer or the Guarantor) the Credit Linked Securities or (in the case of the Swap Counterparty) the relevant Credit Default Swap Agreement, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or options contract(s) or any relevant hedge positions relating to the Credit Linked Securities or the Credit Default Swap Agreement, as determined by the Calculation Agent;

**"Increased Cost of Hedging"** means that the Issuer, the Guarantor, if applicable, or the Swap Counterparty and/or any of their respective 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 transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the Issuer, the Guarantor, if applicable, or the Swap Counterparty, or, in the case of the Issuer or the Guarantor, if applicable, issuing and performing its obligations with respect to the Credit Linked Securities, or in the case of the Issuer or the Swap Counterparty, performing its obligations under the Swap Agreement entered into with respect to the Credit Linked Securities, or (B) realise, recover or remit

the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Swap Counterparty and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

**"Initial FX Level"** means:

- (i) the level specified as such in the Final Terms; or
- (ii) the WM / Reuters currency exchange rate for the currency pair "Reference Currency/Settlement Currency" (expressed as an amount of Settlement Currency per one unit of Reference Currency), calculated by WM Company which appears on the Screen Page at the Determination Time (the **"Initial FX Reference Rate"**) as determined by the Calculation Agent in good faith and a commercially reasonable manner, on the date that is one Business Day prior to the Trade Date. If the Initial FX Reference Rate is unavailable for any reason, the Calculation Agent shall determine the Initial FX Level in good faith and in a commercially reasonable manner.

**"Interest"** means, for the purposes of the definition of "First Ranking Interest", a charge, security interest or other type of interest having similar effect.

**"ISDA"** means the International Swaps and Derivatives Association, Inc. (or any successor thereto).

**"July 2009 Supplement"** means the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions, as published by ISDA on 14 July 2009.

**"Largest Asset Package"** means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Swap Counterparty by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realizable value, determined by the Swap Counterparty in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee.

**"Latest Maturity Restructured Bond or Loan"** means, in respect of a Reference Entity and a Credit Event that is a Restructuring, the Restructured Bond or Loan with the latest final maturity date.

**"Latest Permissible Physical Settlement Date"** means, in respect of a Potential Cash Settlement Event in respect of a Deliverable Obligation comprised of Loans where "Partial Cash Settlement of Consent Required Loans", "Partial Cash Settlement of Assignable Loans" or "Partial Cash Settlement of Participations" is specified as applicable in respect of the relevant Reference Entity, the date that is 15 Credit Security Business Days after the Physical Settlement Date, or, in respect of any other Potential Cash Settlement Event, 30 calendar days following the Physical Settlement Date.

**"Legacy Reference Entity"** has the meaning given to such term in Credit Linked Condition 6(c)(ii) above.

**"Limitation Date"** means, in respect of a Credit Event that is a Restructuring, the first of March 20, June 20, September 20 or December 20 in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the **"2.5-year Limitation Date"**), 5 years, 7.5 years, 10 years (the **"10-year Limitation Date"**), 12.5 years, 15 years or 20 years, as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention.

**"Linear Basket Credit Linked Certificates"** means Credit Linked Certificates where the Swap Counterparty purchases credit protection from the Issuer in respect of a basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

**"Linear Basket Credit Linked Notes"** means Credit Linked Notes where the Swap Counterparty purchases credit protection from the Issuer in respect of a basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

**"Linear Basket Credit Linked Securities"** means Linear Basket Credit Linked Certificates and/or Linear Basket Credit Linked Notes, as the case may be.

**"Listed"** means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange and, if specified as applicable to an Obligation Category, the Listed Obligation Characteristic shall be applicable only in respect of obligations within that Obligation Category that are Bonds or, if specified as applicable to a Deliverable Obligation Category, the Listed Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds.

**"Loan"** means any obligation of a type included in the Borrowed Money Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money.

**"London Business Day"** means a day on which commercial banks and foreign exchange markets are generally open to settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

**"LPN"** means any bond issued in the form of a loan participation note by the LPN Issuer.

**"LPN Issuer"** means, in respect of any LPN, the entity which issued the relevant LPN.

**"LPN Reference Obligation"** means each Reference Obligation other than any Additional Obligation which is issued for the sole purpose of providing funds to the LPN Issuer to finance an Underlying Loan. For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation from constituting a Reference Obligation.

**"Maturity Date"** means the date specified as such in the applicable Final Terms.

**"Maximum Maturity"** means an obligation that has a remaining maturity of not greater than:

- (i) the period specified in relation to a Reference Entity; or
- (ii) if no such period is so specified, 30 years.

**"Merger Event"** means that at any time during the period from (and including) the Trade Date to (but excluding) Credit Observation Period End Date, a Reference Entity, the Guarantor (if applicable) or the Swap Counterparty consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to a Reference Entity, the Guarantor (if applicable) or the Swap Counterparty, as applicable, or the Guarantor (if applicable) and a Reference Entity or the Issuer and a Reference Entity or the Swap Counterparty and a Reference Entity become affiliates.

**"Merger Event Redemption Date"** means the date specified as such in the applicable Final Terms.

**"Minimum Quotation Amount"** means, unless where specified in the applicable Final Terms, the lower of:

- (i) U.S.\$ 1,000,000 (or its equivalent in the relevant Obligation Currency); and
- (ii) the Quotation Amount.

**"M(M)R Restructuring"** means a Restructuring Credit Event in respect of which either "Mod R" or "Mod Mod R" is specified as applicable in respect of the Reference Entity.

**"Modified Eligible Transferee"** means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

**"Modified Restructuring Maturity Limitation Date"** means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Termination Date.

Subject to the foregoing, if the Scheduled Termination Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Credit Observation Period End Date.

**"Movement Option Cut-off Date"** means the date that is one Relevant City Business Day following the Exercise Cut-off Date (or, if later, such other date as the relevant Credit Derivatives Determinations Committee Resolves) or such earlier date as the Swap Counterparty may designate by notice to the Issuer and the Calculation Agent.

**"Multiple Holder Obligation"** means an Obligation that:

- (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other; and
- (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event,

provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in (ii) above.

**"N" or "Nth"** means, where the applicable Final Terms specify that "Nth-to-Default Credit Linked Security" is applicable, such number as may be specified in such Final Terms.

**"Next Currency Fixing Time"** means 4:00 p.m. (London time) on the London Business Day immediately following the date on which the Notice of Physical Settlement or relevant NOPS Amendment Notice, as applicable, is effective or, as applicable, the date of selection of Valuation Obligations.

**"No Auction Announcement Date"** means, with respect to any Reference Entity and a Credit Event, the date on which the DC Secretary first publicly announces that:

- (i) no Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published with respect to credit derivative transactions in the over-the-counter market and the relevant Credit Event and Reference Entity;
- (ii) following the occurrence of an M(M)R Restructuring, no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or

(iii) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held with respect to such Reference Entity and Credit Event following a prior public announcement by the DC Secretary to the contrary, in circumstances where either:

- (i) no Parallel Auction will be held; or
- (ii) one or more Parallel Auctions will be held.

**"Non-Capped Reference Entity"** means a Reference Entity which is not a Capped Reference Entity.

**"Non-Conforming Reference Obligation"** means a Reference Obligation which is not a Conforming Reference Obligation.

**"Non-Conforming Substitute Reference Obligation"** means an obligation which would be a Deliverable Obligation determined in accordance with paragraph (i) of the definition of "Deliverable Obligation" on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable).

**"Non-Financial Instrument"** means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

**"Non-Standard Reference Obligation"** means the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

**"Non-Transferable Instrument"** means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

**"NOPS Amendment Notice"** means a notice delivered by the Swap Counterparty to the Issuer (copied to the Trustee, the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, and the Calculation Agent) notifying them that the Swap Counterparty is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such NOPS Amendment Notice is effective).

**"NOPS Effective Date"** means the date on which a Notice of Physical Settlement or NOPS Amendment Notice, as the case may be, is delivered by the Swap Counterparty.

**"Not Bearer"** means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, Luxembourg or any other internationally recognised clearing system and, if specified as applicable to a Deliverable Obligation Category, the Not Bearer Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds.

**"Not Domestic Currency"** means any obligation that is payable in any currency other than the applicable Domestic Currency, provided that a Standard Specified Currency shall not constitute a Domestic Currency.

**"Not Domestic Issuance"** means any obligation other than an obligation that was issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic

market of the Reference Entity) shall be deemed not to be issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity.

**"Not Domestic Law"** means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law.

**"Not Sovereign Lender"** means any obligation that is not primarily owed to (A) a Sovereign or (B) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt".

**"Not Subordinated"** means an obligation that is not Subordinated to (I) the Reference Obligation or (II) the Prior Reference Obligation, if applicable.

**"Notice Delivery Date"** means the first date on which both an effective Credit Event Notice and, unless "Notice of Publicly Available Information" is specified as not applicable, an effective Notice of Publicly Available Information, have been delivered by the Swap Counterparty to the Issuer.

**"Notice Delivery Period"** means the period from and including the Trade Date to and including the date 15 Credit Security Business Days (or such other number of days as may be specified in the Final Terms) after the Extension Date (or, if the relevant Credit Event is an M(M)R Restructuring, the later of such date and the Exercise Cut-off Date).

**"Notice of Physical Settlement"** means a notice delivered by the Swap Counterparty to the Issuer, the Trustee, the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, the Calculation Agent with a copy to the Holders of Securities on or prior to the latest of:

- (i) 65 Business Days following the Final List Publication Date;
- (ii) subject to sub-paragraph (iii) below, 25 Credit Security Business Days after the last to occur of the Auction Cancellation Date, the No Auction Announcement Date, the last Parallel Auction Cancellation Date and the last Parallel Notice of Physical Settlement Date (in each case if any and if applicable); and
- (iii) in circumstances where the No Auction Announcement Date occurs pursuant to sub-paragraph (ii) or (iii)(B) of the definition thereof, the Swap Counterparty has not delivered an Auction Settlement Amount Notice specifying an applicable Parallel Auction Settlement Terms to the Issuer (copied to the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, the Calculation Agent and the Trustee) by the Movement Option Cut-off Date, 5 Credit Security Business Days following such Movement Option Cut-off Date;
- (iv) 30 calendar days following the Event Determination Date; and
- (v) 10 calendar days following the date of the relevant DC Credit Event Announcement or of the relevant DC Credit Event Question Dismissal,

(the **"NOPS Cut-off Date"**) that:

- (i) confirms that the Swap Counterparty will settle the Credit Default Swap Agreement which would then require the Issuer to redeem the Credit Linked Securities by physical delivery in accordance with Credit Linked Condition 4; and
- (ii) contains a detailed description of the Deliverable Obligations that the Swap Counterparty intends to Deliver to or to the order of the Issuer and the Issuer will Deliver (or procure Delivery of) to the Holders of Securities, including the Outstanding Amount and the aggregate Outstanding Amount of such Deliverable Obligations.

The Notice of Physical Settlement shall specify Deliverable Obligations having an Outstanding Amount (or the equivalent specified Currency Amount converted at the Currency Rate) on the Settlement Valuation Date at least equal to the Reference Entity Notional Amount (or, as applicable, Exercise Amount), subject to any Physical Settlement Adjustment.

The Swap Counterparty may, from time to time, deliver to the Issuer (copied to the Trustee, the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, and the Calculation Agent) in the manner specified above a NOPS Amendment Notice. A NOPS Amendment Notice shall contain a revised detailed description of each Replacement Deliverable Obligation and shall also specify the Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of each Replacement Deliverable Obligation identified in a NOPS Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. Each such NOPS Amendment Notice must be effective on or prior to the Physical Settlement Date (determined without reference to any change resulting from such NOPS Amendment Notice).

Notwithstanding the foregoing, (i) the Swap Counterparty may correct any errors or inconsistencies in the detailed description of each Deliverable Obligation contained in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, by notice to the Issuer (copied to the Trustee, the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, and the Calculation Agent and the Holders of Securities) (given in the manner specified above) prior to the relevant Delivery Date, and (ii) if Asset Package Delivery is applicable, the Swap Counterparty shall, prior to the Delivery Date, notify the Issuer (copied to the Trustee, the Issuing and Paying Agent or the Principal Warrant and Certificate Agent, as applicable, and the Calculation Agent with a copy to the Holders of Securities) of the detailed description of the Asset Package, if any, that it intends to Deliver in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, it being understood in each case that such notice shall not constitute a NOPS Amendment Notice.

**"Notice of Publicly Available Information"** means an irrevocable notice under the Swap Agreement from the Swap Counterparty (which may be by telephone) to the Issuer, the Issuing and Paying Agent or Principal Warrant and Certificate Agent, as applicable, and the Calculation Agent (with, for information purposes only, a copy in writing of such notice (a **"Copy Information Notice"**) sent to the Trustee; for the avoidance of doubt, failure to deliver a Copy Information Notice will not invalidate the Notice of Publicly Available Information) that cites Publicly Available Information confirming the occurrence of the Credit Event described in the Credit Event Notice. In relation to a Repudiation/Moratorium Credit Event, the Notice of Publicly Available Information must cite Publicly Available Information confirming the occurrence of both sub-paragraphs (i) and (ii) of the definition of "Repudiation/Moratorium". The notice must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as applicable in respect of the Reference Entity in the applicable Final Terms



and a Credit Event Notice contains Publicly Available Information, such Credit Event Notice will also be deemed to be a Notice of Publicly Available Information.

**"Notional Credit Derivative Transaction"** means, with respect to any Credit Linked Security and a Reference Entity, a hypothetical market standard credit default swap transaction entered into by the Swap Counterparty, as Buyer (as defined in the Credit Derivatives Definitions), incorporating the terms of the Credit Derivatives Definitions and under the terms of which:

- (i) the "Trade Date" is the Trade Date, if specified in the Final Terms and if not, the Issue Date;
- (ii) the "Scheduled Termination Date" is the Credit Observation Period End Date;
- (iii) the "Reference Entit(y)(ies)" thereunder is (are) such Reference Entit(y)(ies);
- (iv) the applicable "Transaction Type", if any, is the Transaction Type for the purposes of such Credit Linked Security; and
- (v) the remaining terms as to credit linkage are consistent with the terms of such Credit Linked Security as it relates to such Reference Entity.

**"Nth-to-Default Credit Linked Certificate"** means any First-to-Default Credit Linked Certificate or any other nth-to-default Credit Linked Certificates where the Swap Counterparty purchases credit protection from the Issuer in respect of two or more Reference Entities, as specified in the Final Terms.

**"Nth-to-Default Credit Linked Note"** means any First-to-Default Credit Linked Note or any other nth-to-default Credit Linked Notes where the Swap Counterparty purchases credit protection from the Issuer in respect of two or more Reference Entities, as specified in the Final Terms.

**"Obligation"** means:

- (i) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the Method for Determining Obligations; and
- (ii) the Reference Obligation,

in each case, unless it is an Excluded Obligation.

For purposes of the **"Method for Determining Obligations"**, the term "Obligation" may be defined as each obligation of the Reference Entity described by the Obligation Category specified in respect thereof and having each of the Obligation Characteristics, if any, specified in respect thereof, in each case, immediately prior to the Credit Event which is the subject of either the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable.

**"Obligation Acceleration"** means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

**"Obligation Category"** means Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in relation to a Reference Entity.

**"Obligation Characteristic"** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance as specified in relation to a Reference Entity in the applicable Final Terms.

**"Obligation Currency"** means the currency or currencies in which an Obligation is denominated.

**"Obligation Default"** means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (howsoever described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

**"Original Bonds"** means any Bonds comprising part of the relevant Deliverable Obligations.

**"Original Loans"** means any Loans comprising part of the relevant Deliverable Obligations.

**"Original Non-Standard Reference Obligation"** means the obligation of the Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation in relation to the Reference Entity (if any is so specified) provided that if an obligation is not an obligation of the Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation for purposes of the Reference Entity (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) unless (a) otherwise specified in the Final Terms by reference to this definition, or (b) the Reference Entity is a Reference Obligation Only Trade.

**"Outstanding Amount"** means the Outstanding Principal Balance or Due and Payable Amount, as applicable.

The **"Outstanding Principal Balance"** of an obligation will be calculated as follows:

- (i) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with Credit Linked Condition 5(h), the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (A) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (B) the amount of the Fixed Cap, if any);
- (ii) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (A) is subject to any Prohibited Action, or (B) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (I) payment or (II) a Permitted Contingency) (the amount determined in paragraph (i) less any amounts subtracted in accordance with this paragraph (ii), the **"Non-Contingent Amount"**); and
- (iii) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

- (A) unless otherwise specified, in accordance with the terms of the obligation in effect on either (I) the NOPS Effective Date (or if the terms of the obligation are amended after such date

but on or prior to the Delivery Date, the Delivery Date), or (II) the Relevant Valuation Date, as applicable; and

- (B) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

**"Outstanding Security Amount"** means, in respect of a series of Credit Linked Securities, the outstanding principal amount of such securities where the Credit Linked Securities are Notes (and in respect of each Note, shall be a *pro rata* share of such amount), or the outstanding Notional Amount of such securities where the Credit Linked Securities are Certificates (and in respect of each Certificate, shall be a *pro rata* share of such amount), as the case may be.

**"Package Observable Bond"** means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at [www.isda.org](http://www.isda.org) from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within the definition of Deliverable Obligation set out in paragraph (i) or (ii) of the definition of "Deliverable Obligation", in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

**"Parallel Auction"** means "Auction" as defined in any relevant Parallel Auction Settlement Terms.

**"Parallel Auction Cancellation Date"** means "Auction Cancellation Date" as defined in any relevant Parallel Auction Settlement Terms.

**"Parallel Auction Final Price Determination Date"** means the "Auction Final Price Determination Date" as defined in any relevant Parallel Auction Settlement Terms.

**"Parallel Auction Settlement Terms"** means, following the occurrence of an M(M)R Restructuring, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such M(M)R Restructuring, and for which the Deliverable Obligation Terms are the same as the Deliverable Obligation Provisions which would be applicable to the Notional Credit Derivative Transaction and for which the Notional Credit Derivative Transaction would not be an Auction Covered Transaction.

**"Parallel Notice of Physical Settlement Date"** means "Notice of Physical Settlement Date" as defined in the relevant Parallel Auction Settlement Terms.

**"Partial Cash Settlement Amount"** means where the applicable Settlement Method is Physical Settlement, an amount determined by the Calculation Agent equal to the aggregate, for each Undeliverable Obligation, of:

- (i) the Final Price of such Undeliverable Obligations multiplied by
- (ii) the relevant Outstanding Principal Balance, Due and Payable Amount or Currency Amount, as applicable, of such Undeliverable Obligation specified in the relevant Notice of Physical Settlement or NOPS Amendment Notice, as applicable.

**"Partial Cash Settlement Date"** means the date falling three Credit Security Business Days (unless otherwise specified in relation to a Reference Entity) after the calculation of the Final Price.

**"Payment"** means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money.

**"Payment Requirement"** means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency (or, if no such amount is specified in the applicable Final Terms, U.S.\$ 1,000,000 or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency), in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

**"Permissible Deliverable Obligations"** has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included on the Final List pursuant to the Deliverable Obligation Terms that are applicable to that Auction.

**"Permitted Contingency"** means, with respect to an obligation, any reduction to the Reference Entity's payment obligations:

- (i) as a result of the application of:
  - (A) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;
  - (B) provisions implementing the Subordination of the obligation;
  - (C) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);
  - (D) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in respect of the Reference Entity; or
  - (E) provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity; or
- (ii) which is within the control of the holders of the obligation or a third party acting on their behalf (such as an agent or trustee) in exercising their rights under or in respect of such obligation.

**"Permitted Transfer"** means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Reference Entity to the same single transferee.

**"Physical Settlement Adjustment"** means a reduction to the Outstanding Amount of Deliverable Obligations specified in a Notice of Physical Settlement or NOPS Amendment Notice, as applicable, by an amount of Deliverable Obligations having a liquidation value equal to the Unwind Costs and Charged Assets Loss (in each case, only if positive) rounded upwards to the nearest whole denomination of a Deliverable Obligation, such amount to be determined by the Calculation Agent. For the avoidance of doubt, if the applicable Final Terms specify that Unwind Costs are not applicable, the Physical Settlement Adjustment shall be zero.

**"Physical Settlement Adjustment Rounding Amount"** means an amount (if any) equal to the difference between the absolute value of the Physical Settlement Adjustment and the liquidation value of such whole number of Deliverable Obligations as are not required to be Delivered by the Swap Counterparty by way of compensation for any Unwind Costs.

**"Physical Settlement Date"** means the last day of the longest Physical Settlement Period following the NOPS Cut-off Date as specified in relation to a Reference Entity as the Swap Counterparty may designate pursuant to the Credit Default Swap Agreement, provided that if the Final Price has not been determined by the Credit Security Business Day immediately preceding the Physical Settlement Date, the Physical Settlement Date shall be the first Credit Security Business Day after the Final Price is determined.

**"Physical Settlement Matrix"** means the Credit Derivatives Physical Settlement Matrix Supplement to the Credit Derivatives Definitions, as most recently amended or supplemented as at the Trade Date (unless otherwise specified in relation to a Reference Entity) and as published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto), provided that any reference therein to:

- (i) "Confirmation" shall be deemed to be a reference to the applicable Final Terms;
- (ii) "Floating Rate Payer Calculation Amount" shall be deemed to be a reference to the Specified Currency;
- (iii) "Section 1.32" shall be deemed to be a reference to "Credit Event Notice" as defined in this Credit Linked Condition 10;
- (iv) "Section 1.33" shall be deemed to be a reference to Credit Linked Condition 8(a); and
- (v) "Section 8.19" shall be deemed to be a reference to "Physical Settlement Period" as defined in this Credit Linked Condition 10.

**"Physical Settlement Period"** means, subject to Credit Linked Condition 2(e), the number of Credit Security Business Days specified as such in relation to a Reference Entity or, if a number of Credit Security Business Days is not so specified, then, with respect to a Deliverable Obligation specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, the longest number of Credit Security Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent, provided that if the Swap Counterparty intends to Deliver an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Physical Settlement Period shall be thirty Business Days.

**"Post Dismissal Additional Period"** means the period from and including the date of the DC Credit Event Question Dismissal to and including the date that is 15 Business Days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date or, as applicable, the Issue Date)).

**"Potential Cash Settlement Event"** means an event beyond the control of the Issuer and/or the Swap Counterparty (including, without limitation, failure of the relevant clearance system; or the failure to obtain any requisite consent with respect to the Delivery of Loans or the non-receipt of any such requisite consents or any relevant participation (in the case of Direct Loan Participation) is not effected; or due to any law, regulation or court order, but excluding market conditions, or any contractual, statutory and/or regulatory restriction relating to the relevant Deliverable Obligation, or due to the failure of the Holder of Securities to give the Issuer details of accounts for settlement; or a failure of the Holder of Securities to open or procure the opening of such accounts or if the Holders of Securities are unable to accept Delivery of the portfolio of Deliverable Obligations for any other reason).

**"Potential Failure to Pay"** means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more

Obligations in accordance with the terms of such Obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

**"Potential Repudiation/Moratorium"** means the occurrence of an event described in subparagraph (i) of the definition of "Repudiation/Moratorium".

**"Prior Deliverable Obligation"** means:

- (i) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), any obligation of the Reference Entity which (A) existed immediately prior to such Governmental Intervention, (B) was the subject of such Governmental Intervention and (iii) fell within the definition of Deliverable Obligation set out in paragraph (i) or (ii) of the definition of "Deliverable Obligation", in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or
- (ii) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), such Reference Obligation, if any.

**"Prior Reference Obligation"** means, in circumstances where there is no Reference Obligation applicable to a Reference Entity, (i) the Reference Obligation most recently applicable thereto, if any, and otherwise, (ii) the obligation specified in the applicable Final Terms as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (iii) any unsubordinated Borrowed Money obligation of the Reference Entity.

**"Private-side Loan"** means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

**"Prohibited Action"** means any counterclaim, defense (other than a counterclaim or defense based on the factors set forth in paragraphs (i) to (iv) of the definition of "Credit Event") or right of set-off by or of the Reference Entity or any applicable Underlying Obligor.

**"Public Source"** means each source of Publicly Available Information specified as such in the applicable Final Terms (or, if no such source is specified, each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organized and any other internationally recognized published or electronically displayed news sources).

**"Publicly Available Information"** means information that reasonably confirms any of the facts relevant to the determination that the Credit Event described in a Credit Event Notice has occurred and which:

- (i) has been published in or on not less than the Specified Number of Public Sources (regardless of whether the reader or user thereof pays a fee to obtain such information);
- (ii) is information received from or published by (A) the Reference Entity that is not a party to the relevant Credit Default Swap Agreement (or, if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a

governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign), or (B) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or

- (iii) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body,

provided that where any information of the type described in paragraphs (ii) or (iii) above is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in (ii) or (iii) above, the Calculation Agent, the Issuer and/or any other party receiving such information may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Without limitation, Publicly Available Information need not state (i) in relation to the "Downstream Affiliate" definition, the percentage of Voting Shares owned by the Reference Entity and (ii) that the relevant occurrence (A) has met the Payment Requirement or Default Requirement, (B) is the result of exceeding any applicable Grace Period, or (C) has met the subjective criteria specified in certain Credit Events.

In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in both sub-paragraphs (i) and (ii) of the definition of "Repudiation/Moratorium".

**"Qualifying Affiliate Guarantee"** means a Qualifying Guarantee provided by the Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of the Reference Entity.

**"Qualifying Guarantee"** means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Reference Entity irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

- (i) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or
- (ii) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case, other than:
  - (A) by payment;
  - (B) by way of Permitted Transfer;

- (C) by operation of law;
- (D) due to the existence of a Fixed Cap; or
- (E) due to:
  - (1) provisions permitting or anticipating a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity; or
  - (2) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in respect of the Reference Entity.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non- payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of "Bankruptcy" in respect of the Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

- (x) the benefit of such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and
- (y) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

**"Qualifying Participation Seller"** means any participation seller that meets the requirements specified in relation to a Reference Entity. If no such requirements are specified, there shall be no Qualifying Participation Seller.

**"Quantum of the Claim"** means the lowest amount of the claim which could be validly asserted against the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

**"Quotation"** means, in respect of any Reference Obligation, Deliverable Obligation or Undeliverable Obligation, as the case may be, each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable, with respect to a Valuation Date in the manner that follows:

The Calculation Agent shall attempt to obtain Full Quotations with respect to each Relevant Valuation Date from five or more Credit Security Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Credit Security Business Day within three Credit Security Business Days of a Relevant Valuation Date, then on the next following Credit Security Business Day (and, if necessary, on each Credit Security Business Day thereafter until the tenth Credit Security Business Day following the applicable Relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Credit Security Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation



on the same Credit Security Business Day on or prior to the tenth Credit Security Business Day following the applicable Relevant Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a Credit Security Dealer at the Valuation Time on such tenth Credit Security Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Credit Security Dealers at the Valuation Time on such tenth Credit Security Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation shall be deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

**"Quotation Amount"** means:

- (i) with respect to a Reference Obligation, the amount specified in relation to a Reference Entity (which may be specified by reference to an amount in a currency or by reference to the Representative Amount) or, if no amount is so specified, the Reference Entity Notional Amount (or, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained);
- (ii) with respect to each type or issue of Deliverable Obligation to be Delivered on or prior to the Physical Settlement Date, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency as calculated in the same manner as (i) above) of such Deliverable Obligation; and
- (iii) with respect to each type or issue of Undeliverable Obligation, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency as calculated in the same manner as (i) above) of such Undeliverable Obligation.

**"Redemption Agent"** means the party specified as such in the applicable Final Terms.

**"Redemption Date"** means the date specified as such in the applicable Final Terms which shall not be subject to adjustment in accordance with any Business Day Convention.

**"Reference Currency"** means the currency specified as such in the Final Terms.

**"Reference Entity"** or **"Reference Entities"** means the reference entity or reference entities specified in the Final Terms and any Successor to a Reference Entity either:

- (i) identified by the Calculation Agent in accordance with the definition of "Successor" on or following the Trade Date; or
- (ii) identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date,

shall, in each case, with effect from the Succession Date, be the Reference Entity for the Credit Linked Securities, as the terms of which may be modified pursuant to Credit Linked Condition 6.

**"Reference Entity Notional Amount"** means the amount in which the Swap Counterparty has purchased credit protection in respect of one or more Reference Entities, as set out in the Final Terms (or, if no such amount is specified (in the case of Credit Linked Notes) the Aggregate Nominal Amount or (in the case of Credit Linked Certificates) the aggregate Notional Amount of the Credit Linked Securities, in each case, divided by the number of Reference Entities (and, in the case of Instalment Notes or Instalment Certificates, subject to reduction on redemption) subject to Credit Linked Conditions 6 and 8.

**"Reference Obligation"** means the Standard Reference Obligation, if any, unless:

- (i) "Standard Reference Obligation" is specified as not applicable in relation to a Reference Entity, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or
- (ii) (A) "Standard Reference Obligation" is specified as applicable in relation to a Reference Entity (or no election is specified in relation to a Reference Entity), (B) there is no Standard Reference Obligation and (C) a Non-Standard Reference Obligation is specified in relation to a Reference Entity, in which case the Reference Obligation will be (1) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (2) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

If the Standard Reference Obligation is removed from the SRO List, such obligation shall cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) and there shall be no Reference Obligation unless and until such obligation is subsequently replaced on the SRO List, in which case, the new Standard Reference Obligation in respect of the Reference Entity shall constitute the Reference Obligation.

**"Reference Obligation Only"** means any obligation that is a Reference Obligation and no Obligation Characteristics (for purposes of determining Obligations) or, as the case may be, no Deliverable Obligation Characteristics (for purposes of determining Deliverable Obligations) shall be applicable where Reference Obligation Only applies.

**"Reference Obligation Only Trade"** means a Reference Entity in respect of which (a) "Reference Obligation Only" is specified as the Obligation Category and the Deliverable Obligation Category and (b) "Standard Reference Obligation" is specified as not applicable. If the event set out in paragraph (i) of the definition of "Substitution Event" occurs with respect to the Reference Obligation in a Reference Obligation Only Trade, the Issuer shall redeem or cancel, as applicable, all but not some only of the Credit Linked Securities on a date as specified by notice to the Trustee, Issuing and Paying Agent or Principal Warrant and Certificate Agent, as applicable, the Calculation Agent and the Holders of Securities in accordance with Condition 18 of the Notes or Condition 19 of the Certificates, as applicable, on or after the Substitution Event Date, and at an amount (which may be zero) in respect of each Credit Linked Security equal to the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable.

Notwithstanding the definition of "Substitute Reference Obligation", (i) no Substitute Reference Obligation shall be determined in respect of a Reference Obligation Only Trade and (ii) if the events set out in paragraphs (ii) or (iii) of the definition of "Substitution Event" occur with respect to the Reference Obligation in a Reference Obligation Only Trade, such Reference Obligation shall continue to be the Reference Obligation.

**"Relevant City Business Day"** has the meaning given to that term in the Rules in respect of the relevant Reference Entity.

**"Relevant Guarantee"** means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in respect of the Reference Entity, a Qualifying Guarantee.

**"Relevant Holder"** means a holder of the Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as

applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Notice of Physical Settlement, or NOPS Amendment Notice, as applicable.

**"Relevant Obligations"** means the Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

- (i) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;
- (ii) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under the definition of "Successor", make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;
- (iii) if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity and "Senior Transaction" is applicable in respect of the Reference Entity, the related Relevant Obligations shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan"; and
- (iv) if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity, and "Subordinated Transaction" is applicable in respect of the Reference Entity, the related Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall have the same meaning as it would if the "Senior Transaction" were applicable in respect of the Reference Entity.

**"Relevant Valuation Date"** means the Settlement Valuation Date or Valuation Date, as the case may be.

**"Replaced Deliverable Obligation Outstanding Amount"** means the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, that is being replaced.

**"Replacement Deliverable Obligation"** means each replacement Deliverable Obligation that the Swap Counterparty intends be subject to Credit Linked Condition 4, Deliver to the Issuer in lieu of each original Deliverable Obligation which has not been Delivered as at the date of such NOPS Amendment Notice.

**"Replacement Reference Entity"** means any entity selected by the Calculation Agent acting in a commercially reasonable manner, which is incorporated in the same geographical area, has the same Transaction Type as the Legacy Reference Entity and which is of a similar or better credit quality than the Legacy Reference Entity, as measured by Standard & Poor's Ratings Services and/or by Moody's Deutschland GmbH, at the date of the relevant Succession Date provided that in selecting any Replacement Reference Entity, the Calculation Agent is under no obligation to the Holders of Securities, the Issuer, or any other person and, provided that the Successor selected meets the criteria specified above, is entitled, and indeed will endeavour, to select the least credit-worthy of the Successors. In making any selection, the Calculation Agent will not be liable to account to the

Holders of Securities, the Issuer or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from any such selection.

**"Representative Amount"** means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

**"Repudiation/Moratorium"** means the occurrence of both of the following events:

- (i) an authorised officer of the Reference Entity or a Governmental Authority:
  - (A) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
  - (B) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (ii) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

**"Repudiation/Moratorium Evaluation Date"** means, if a Potential Repudiation/Moratorium occurs on or prior to the Credit Observation Period End Date:

- (i) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of:
  - (A) the date that is 60 days after the date of such Potential Repudiation/Moratorium; and
  - (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date); and
- (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium.

**"Resolve"** has the meaning given to that term in the Rules, and **"Resolved"** and **"Resolves"** shall be interpreted accordingly.

**"Restructured Bond or Loan"** means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

**"Restructuring"** means:

- (i) that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of such Obligation or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date and the date as of which such Obligation is issued or incurred:

- (A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
  - (B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
  - (C) a postponement or other deferral of a date or dates for either (1) the payment or accrual of interest, or (2) the payment of principal or premium;
  - (D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
  - (E) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).
- (ii) Notwithstanding the provisions of (i) above, none of the following shall constitute a RCA Issuer/Parent Restructuring Event:
- (A) the payment in euros of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
  - (B) the redenomination from euros into another currency, if (1) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (2) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;
  - (C) the occurrence of, agreement to or announcement of any of the events described in (i)(A) to (E) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
  - (D) the occurrence of, agreement to or announcement of any of the events described in (i)(A) to (E) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that in respect of (i)(E) only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.
- (iii) For the purposes of (i) and (ii) above and Credit Linked Condition 8(e), the term "Obligation" shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying

Obligation, references to the Reference Entity in (i) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in (ii) above shall continue to refer to the Reference Entity.

- (iv) If an exchange has occurred, the determination as to whether one of the events described under (i)(A) to (E) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

**"Restructuring Date"** means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

**"Restructuring Maturity Limitation Date"** means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Credit Observation Period End Date. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a **"Latest Maturity Restructured Bond or Loan"**) and the Credit Observation Period End Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

**"Revised Currency Rate"** means, with respect to a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either:

- (i) by reference to the Currency Rate Source as at the Next Currency Fixing Time; or
- (ii) if such rate is not available at such time, as the Calculation Agent shall determine in a commercially reasonable manner.

**"Rules"** means the Credit Derivatives Determinations Committee Rules, as published on the website of the Credit Derivatives Determinations Committees at <https://www.cdsdeterminationscommittees.org> (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

**"Scheduled Termination Date"** means (in the case of Credit Linked Certificates) the Scheduled Redemption Date or (in the case of Credit Linked Notes) the Scheduled Maturity Date.

**"Screen Page"** means the relevant screen page specified as such in the Final Terms.

**"Senior Obligation"** means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity.

**"Senior Transaction"** means a Reference Entity for which (a) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (b) there is no Reference Obligation or Prior Reference Obligation.

**"Seniority Level"** means, with respect to an obligation of the Reference Entity, (a) "Senior Level" or "Subordinated Level" as specified in respect of the Reference Entity, or (b) if no such seniority level is specified in respect of the Reference Entity, "Senior Level" if the Original Non-Standard

Reference Obligation is a Senior Obligation or "Subordinated Level" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which (c) "Senior Level".

**"Settlement Currency"** means the currency specified as such in the applicable Final Terms, or if no currency is so specified in the Final Terms, the Specified Currency.

**"Settlement Method"** means the settlement method specified as such in the Final Terms and if no Settlement Method is specified in the Final Terms, Auction Settlement.

**"Settlement Valuation Date"** means the date being three Credit Security Business Days prior to the Delivery Date provided that if a Notice of Physical Settlement or NOPS Amendment Notice, as applicable, is given or, as the case may be, changed at any time after the third Credit Security Business Day prior to the Physical Settlement Date, the Settlement Valuation Date shall be the date which is three Credit Security Business Days after such Notice of Physical Settlement or NOPS Amendment Notice, as applicable, is given.

**"Single Reference Entity Credit Linked Certificate"** means Credit Linked Certificates where the Swap Counterparty purchases credit protection from the Issuer in respect of only one Reference Entity.

**"Single Reference Entity Credit Linked Note"** means Credit Linked Notes where the Swap Counterparty purchases credit protection from the Issuer in respect of only one Reference Entity.

**"Single Reference Entity Credit Linked Securities"** means Single Reference Entity Credit Linked Certificates and/or Single Reference Entity Credit Linked Notes as the case may be.

**"Solvency Capital Provisions"** means any terms in an obligation which permit the Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

**"Sovereign"** means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including, without limiting the foregoing, the central bank) thereof.

**"Sovereign No Asset Package Delivery Supplement"** means the 2014 Sovereign No Asset Package Delivery Supplement to the 2014 ISDA Credit Derivatives Definitions, as published by ISDA.

**"Sovereign Restructured Deliverable Obligation"** means an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the Credit Event Notice or DC Credit Event Announcement has occurred and (b) which fell within the definition of a Deliverable Obligation set out in paragraph (i) of the definition of "Deliverable Obligation" immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

**"Sovereign Succession Event"** means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other similar event.

**"Specified Currency"** means an obligation that is payable in the currency or currencies specified as such in respect of the Reference Entity (or, if "Specified Currency" is specified in respect of the Reference Entity and no currency is so specified, any Standard Specified Currency), provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was

previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

**"Specified Number"** means the number of Public Sources specified in respect of the Reference Entity (or, if no such number is specified, two).

**"SRO List"** means the list of Standard Reference Obligations as published by IHS Markit at <https://www.spglobal.com/en/> from time to time (or any successor website thereto) or by a third party as may be designated from time to time.

**"Standard Reference Obligation"** means the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

**"Standard Specified Currencies"** means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

**"Steps Plan"** means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

**"Subordinated Obligation"** means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of the Reference Entity existed.

**"Subordinated Transaction"** means a Reference Entity for which the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation.

**"Subordination"** means, with respect to an obligation (the **"Second Obligation"**) and another obligation of the Reference Entity to which such obligation is being compared (the **"First Obligation"**), a contractual, trust or similar arrangement providing that (I) upon the liquidation, dissolution, reorganization or winding-up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation, or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation. **"Subordinated"** will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and "Standard Reference Obligation" is applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date.



**"Substitute Reference Obligation"** means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

- (i) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with paragraphs (iii), (iv) and (v) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.
- (ii) If any of the events set forth under paragraphs (i) or (iii) of the definition of "Substitution Event" have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic and paragraph (iii)(B) below). If the event set forth in paragraph (ii) of the definition of "Substitution Event" has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under paragraphs (i) or (iii) of the definition of "Substitution Event" occur with respect to such Non-Standard Reference Obligation.
- (iii) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:
  - (A) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);
  - (B) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and
  - (C)
    - (1) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:
      - (I) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (i) of the definition of "Deliverable Obligation"; or if no such obligation is available,
      - (II) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (i) of the definition of "Deliverable Obligation";
    - (2) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:
      - (I) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

- (II) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (i) of the definition of "Deliverable Obligation"; or if no such obligation is available,
  - (III) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
  - (IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (i) of the definition of "Deliverable Obligation"; or
- (3) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:
  - (I) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
  - (II) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
  - (III) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (i) of the definition of "Deliverable Obligation"; or if no such obligation is available,
  - (IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (i) of the definition of "Deliverable Obligation".
- (iv) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in paragraph (iii), the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Credit Linked Securities, as determined by the Calculation Agent. The Substitute Reference Obligation determined by the Calculation Agent shall, without further action, replace the Non-Standard Reference Obligation.
- (v) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation, then, subject to paragraph (i) and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with paragraph (ii), the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.

**"Substitute Reference Obligation Resolution Request Date"** means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve a Substitute Reference Obligation to the Non-Standard Reference Obligation, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

**"Substitution Date"** means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent identifies the Substitute Reference Obligation in accordance with the definition of "Substitute Reference Obligation".

**"Substitution Event"** means, with respect to the Non-Standard Reference Obligation:

- (i) the Non-Standard Reference Obligation is redeemed in whole;
- (ii) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD 10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or
- (iii) for any reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity (either directly or as provider of a guarantee).

For purposes of identification of the Non-Standard Reference Obligation, any change in the Non-Standard Reference Obligation's CUSIP or ISIN number or other similar identifier will not, in and of itself, constitute a Substitution Event.

If an event described in paragraphs (i) or (ii) of the definition of "Substitution Event" has occurred on or prior to the Trade Date, then a Substitution Event shall be deemed to have occurred pursuant to such paragraph (i) or (ii), as the case may be, on the Trade Date.

**"Substitution Event Date"** means, with respect to the Reference Obligation, the date of the occurrence of the relevant Substitution Event.

**"succeed"** for the purposes of the provisions relating to the determination of a Successor and the definitions of "Successor" and "Sovereign Succession Event", means, with respect to the Reference Entity and its Relevant Obligations, that an entity other than the Reference Entity (i) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (ii) issues Bonds or incurs Loans (the **"Exchange Bonds or Loans"**) that are exchanged for Relevant Obligations, and in either case the Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans, as applicable. For purposes of the provisions relating to the determination of a Successor and the definitions of "Successor" and "Sovereign Succession Event", **"succeeded"** and **"succession"** shall be construed accordingly.

**"Succession Date"** means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (i) the date on which a determination pursuant to the definition of "Successor" would not be affected by any further related successions in respect of such Steps Plan, or (ii) the occurrence of an Event Determination Date in respect of the Reference Entity or any entity which would constitute a Successor.

**"Successor"** means, subject to Credit Linked Condition 6(a)(ii), the entity or entities, if any, determined as follows:

- (i) subject to paragraph (vii) below, if one entity succeeds, either directly or as a provider of a Relevant Guarantee, to seventy-five per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor in respect of the relevant Reference Entity;

- (ii) if only one entity succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. (but less than seventy-five per cent) of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent. of the Relevant Obligations will be the sole Successor in respect of the relevant Reference Entity;
- (iii) if more than one entity each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent. of the Relevant Obligations will each be a Successor;
- (iv) if one or more entities each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity, and more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor;
- (v) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity will not be changed in any way as a result of such succession;
- (vi) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor); and
- (vii) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and at the time of the determination either (A) the Reference Entity has ceased to exist, or (B) the Reference Entity is in the process of being dissolved (howsoever described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the "**Universal Successor**") will be the sole Successor for the relevant Reference Entity.

**"Successor Backstop Date"** means for purposes of any Successor determination determined by DC Resolution, the date that is ninety calendar days prior to the Successor Resolution Request Date otherwise, the date that is ninety calendar days prior to the earlier of (i) the date on which the Calculation Agent determines a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) has occurred and (ii) the Successor Resolution Request Date, in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Calculation Agent determines, not more than fifteen Credit Security Business Days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) has occurred. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

**"Successor Resolution Request Date"** means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to the Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

**"Surviving Reference Entity"** has the meaning given to such term in Credit Linked Condition 6(c)(ii) above.

**"T2"** means the real time gross settlement system operated by the Eurosystem or any successor or replacement for that system.

**"T2 Settlement Day"** means any day on which T2 is open.

**"Trade Date"** means the date specified as such in the applicable Final Terms.

**"Transaction Auction Settlement Terms"** means, in respect of any Reference Entity and a related Credit Event, the Credit Derivatives Auction Settlement Terms published by ISDA in respect of such Credit Event and in respect of which the Notional Credit Derivative Transaction would be an Auction Covered Transaction.

**"Transaction Type"** means, unless otherwise specified in the Final Terms, each "Transaction Type" specified as such in the Physical Settlement Matrix from time to time.

**"Transferable"** means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:

- (i) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);
- (ii) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or
- (iii) restrictions in respect of blocked periods on or around payment dates or voting periods.

**"Unassignable Obligation"** means a Deliverable Obligation included in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, that the Calculation Agent determines for any reason is an Assignable Loan for which consents are not obtained or deemed given.

**"Undeliverable Loan Obligation"** means a Deliverable Obligation included in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, that the Calculation Agent determines for any reason is a Consent Required Loan for which consents are not obtained or deemed given.

**"Undeliverable Obligation"** means a Deliverable Obligation included in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, which, on the Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure by the Holder of Securities to deliver an Asset Transfer Notice, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-

receipt of any requisite consents with respect to the Delivery of Loans) it is impossible or illegal to Deliver on the Settlement Date, as a result of an event described in Credit Linked Condition 4(b).

**"Undeliverable Participation"** means a Deliverable Obligation included in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, that consists of a Direct Loan Participation in respect of which the relevant participation is not effected.

**"Underlying Finance Instrument"** means where the LPN Issuer provides finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument.

**"Underlying Index"** means the index specified as such in the applicable Final Terms.

**"Underlying Loan"** means where the LPN Issuer provides a loan to the Reference Entity.

**"Underlying Obligation"** means, with respect to a guarantee, the obligation which is the subject of the guarantee.

**"Underlying Obligor"** means with respect to an Underlying Obligation, the issuer in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

**"Unwind Costs"** means the cost to the Swap Counterparty and/or the Repo Counterparty (if any) of terminating (in the case of the Swap Counterparty) any Hedge Transaction entered into in connection with credit, interest rate or other derivative transactions evidenced by or comprised in the Swap Agreement and (in the case of the Repo Counterparty) any transaction entered into to fund its obligations under the Repurchase Agreement in whole or part (or, in each case, which would have been incurred had the relevant entity entered into any such transaction), as determined by the Swap Counterparty in good faith and in a commercially reasonable manner, subject to a minimum of zero provided that, where Unwind Costs are specified as not applicable in the applicable Final Terms, the Unwind Costs will be equal to zero.

**"Unwind Value of the Reference CDS"** means an amount, determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, that the Calculation Agent would have to pay to a counterparty (a positive amount) or receive from a counterparty (a negative amount) to terminate a credit default swap having market standard terms for such Reference Entity, and having a notional amount equal to the relevant Reference Entity Notional Amount.

**"Valuation Date"** means:

- (i) any Credit Security Business Day falling between the 1<sup>st</sup> and the 122<sup>nd</sup> Credit Security Business Day following the Event Determination Date (or, if the Event Determination Date occurs pursuant to sub-paragraph (ii) above of the definition of "Event Determination Date", the day on which the DC Credit Event Announcement occurs, if later), or, following any Auction Cancellation Date or No Auction Announcement Date, such later Credit Security Business Day, (in each case, as selected by the Calculation Agent acting in good faith and in a commercially reasonable manner); or
- (ii) if "Cash Settlement" is applicable as a Fallback Settlement Method, any Credit Security Business Day falling between the 1<sup>st</sup> and the 122<sup>nd</sup> Credit Security Business Day following the Event Determination Date, or, following any Auction Cancellation Date or No Auction Announcement Date, such later Credit Security Business Day, (in each case, as selected by the Calculation Agent acting in good faith and in a commercially reasonable manner); or

- (iii) if Partial Cash Settlement applies, the date which is up to fifteen Credit Security Business Days after the Latest Permissible Physical Settlement Date or, as applicable the Extended Physical Settlement Date (as selected by the Calculation Agent acting in good faith and in a commercially reasonable manner).

**"Valuation Obligation"** means, in respect of a Reference Entity, notwithstanding anything to the contrary in the Credit Linked Conditions, one or more obligations of such Reference Entity (either directly or as provider of a Relevant Guarantee) which is capable of being specified in a Notice of Physical Settlement (or in any NOPS Amendment Notice, as applicable) if Physical Settlement were the applicable Settlement Method and/or any Asset in the related Asset Package in respect of a Prior Deliverable Obligation or Package Observable Bond, in each case, as selected by the Swap Counterparty in good faith and in a commercially reasonable manner on or prior to the applicable Valuation Date, provided that, for such purpose:

- (i) any reference to "Delivery Date" or "NOPS Effective Date" in the definitions of "Conditionally Transferable Obligation", "Deliverable Obligation", within any of the terms comprising "Deliverable Obligation Category" or "Deliverable Obligation Characteristic" and "Due and Payable Amount" shall be deemed to be a reference to the words "Relevant Valuation Date"; and
- (ii) in respect of any Asset in the related Asset Package in respect of a Prior Deliverable Obligation or Package Observable Bond, any reference to "Outstanding Principal Balance", "Due and Payable Amount" or "Outstanding Amount" in the definitions of "Final Price", "Full Quotation", "Quotation", "Quotation Amount" and "Weighted Average Quotation" shall be deemed to be a reference to the words "Outstanding Amount of the relevant Prior Deliverable Obligation or Package Observable Bond immediately prior to the Asset Package Credit Event".

For the avoidance of doubt, the use of Deliverable Obligation terms in the definition of "Valuation Obligation" is for convenience only and is not intended to amend the selected settlement method.

**"Valuation Obligations Portfolio"** means one or more Valuation Obligations of a Reference Entity selected by the Swap Counterparty in its discretion, each in an Outstanding Amount (or, as the case may be, an Outstanding Amount of the relevant Prior Deliverable Obligation or Package Observable Bond immediately prior to the Asset Package Credit Event) selected by the Swap Counterparty in its sole and absolute discretion (and references to "Quotation Amount" shall be construed accordingly), provided that the aggregate of such Outstanding Amounts (or in each case the equivalent in the Specified Currency thereof (converted at the foreign exchange rate prevailing on any date from (and including) the Event Determination Date to (and including) the Valuation Date, as selected by the Swap Counterparty in good faith and in a commercially reasonable manner)), shall not exceed the relevant Reference Entity Notional Amount.

**"Valuation Time"** means the time specified in relation to a Reference Entity or, if no such time is specified, 11:00 a.m. in the principal trading market for the relevant Valuation Obligation or Undeliverable Obligation, as the case may be.

**"Voting Shares"** means the shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

**"Weighted Average Final Price"** means the weighted average of the Final Prices determined for each selected Valuation Obligation in the Valuation Obligations Portfolio, weighted by the outstanding amount of each such Valuation Obligation (or its equivalent in the Settlement Currency

converted by the Calculation Agent in good faith and in a commercially reasonable manner by reference to exchange rates in effect at the time of such determination).

If "Zero Recovery" is specified as applicable in the Final Terms, the Weighted Average Final Price shall be zero.

**"Weighted Average Quotation"** means, in accordance with the bid quotations provided by the Credit Security Dealers, the weighted average of firm quotations obtained from the Credit Security Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation, Deliverable Obligation or Undeliverable Obligation, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable (or its equivalent in the relevant currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time of such determination), of as large a size as available but less than the Quotation Amount (in the case of Deliverable Obligations only, but of a size at least equal to the Minimum Quotation Amount) that in the aggregate are approximately equal to the Quotation Amount.

## 11. Amendments to Note Conditions and Certificate Conditions

### 11.1 Amendments to Note Conditions

The Terms and Conditions of the Notes are amended as follows:

- (a) The last 3 paragraphs of Condition 5(a) (*Interest on Fixed Rate Notes*) shall be amended as follows:

"Interest shall be calculated by applying the Rate of Interest to: (A) in the case of Fixed Rate Notes which are represented by a Global Note, the daily average of the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount (or, as applicable, the daily average of the outstanding nominal amount corresponding to the Calculation Amount), multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note in definitive form comprises more than one Calculation Amount, the amount of Interest payable in respect of such Fixed Rate Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount (or, as applicable, for each relevant daily average of the outstanding nominal amount corresponding to such Calculation Amount) comprising the Specified Denomination without any further rounding.

**"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."

- (b) In paragraph (A) of each of Condition 5(b)(iii) (*Determination of Rate of Interest and Calculation of Interest Amount*) and Condition 5(c)(iii) (*Determination of Rate of Interest and Calculation of Interest Amount*), the reference to "the aggregate outstanding nominal amount" shall be deleted and replaced with "the daily average of the aggregate outstanding nominal amount".



- (c) In paragraph (B) of each of Condition 5(b)(iii) (*Determination of Rate of Interest and Calculation of Interest Amount*) and Condition 5(c)(iii) (*Determination of Rate of Interest and Calculation of Interest Amount*), the reference to "the Calculation Amount" shall be deleted and replaced with "(or, as applicable, the daily average of the outstanding nominal amount corresponding to the Calculation Amount)".
- (d) In the last paragraph of each of Condition 5(b)(iii) (*Determination of Rate of Interest and Calculation of Interest Amount*) and Condition 5(c)(iii) (*Determination of Rate of Interest and Calculation of Interest Amount*), the reference to "each Calculation Amount" shall be deleted and replaced with "(or, as applicable, for each relevant daily average of the outstanding nominal amount corresponding to such Calculation Amount)".
- (e) In Condition 5(k) (*Interest Payments*), the second sentence thereof shall be deleted and replaced with the following:  
  

"If such Note is redeemed early (i) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption or (ii) if the applicable Final Terms specify that Accrual to Redemption is not applicable, no interest shall accrue or be payable in respect of which the relevant Interest Payment Date has not occurred on or prior to the due date for redemption of such Note (or if the applicable Final Terms specify that Accrual to Preceding IPED is applicable, interest will cease to accrue from and including the Interest Period End Date immediately preceding (A) the date on which notice is given for the early redemption of such Note or (B) if there is no such notice, the due date for early redemption of such Note)."
- (f) Condition 7(a) (*Redemption at Maturity*) shall be amended by adding the following immediately before the end thereof:  
  

"Notwithstanding the above, unless previously redeemed or purchased and cancelled as provided below, each Credit Linked Note will be redeemed in accordance with the Credit Linked Conditions and the applicable Final Terms."

## 11.2 Amendments to Certificate Conditions

The Terms and Conditions of the Certificates are amended as follows:

- (a) The definition of "Cash Settlement Amount" in Condition 6(a) (*Method of Payment*) shall be amended by adding immediately after the words "the Final Redemption Amount specified in the applicable Final Terms", the following:  
  

"(or, in relation to Credit Linked Certificates, the amount specified in the applicable Final Terms)".
- (b) The penultimate paragraph of Condition 4(a) (*Interest on Fixed Rate Certificates*) shall be amended as follows:  
  

"Interest shall be calculated by applying the Rate of Interest to the average daily outstanding notional amount of each Certificate and if a Day Count Fraction is specified in the applicable Final Terms multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure 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."

- (c) Each of Condition 4(b)(iii) (*Determination of Rate of Interest and Calculation of Interest Amount*) and Condition 4(c)(iii) (*Determination of Rate of Interest and Calculation of Interest Amount*) shall be amended by deleting and replacing the reference to "the Notional Amount of such Certificate" with the following:

"the average daily outstanding Notional Amount of such Certificate".

- (d) In Condition 4(j) (*Interest Payments*), the third sentence thereof shall be deleted and replaced with the following:

"If such Certificate is redeemed early, (i) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption or (ii) if the applicable Final Terms specify that Accrual to Redemption is not applicable, no interest shall accrue or be payable in respect of which the relevant payment date has not occurred on or prior to the due date for redemption of such Certificate (or if the applicable Final Terms specify that Accrual to Preceding IPED is applicable, interest will cease to accrue from and including the Interest Period End Date immediately preceding (A) the date on which notice is given for the early redemption of such Certificate or (B) if there is no such notice, the due date for early redemption of such Certificate), unless in either case payment of principal and/or delivery of all assets deliverable is improperly withheld or refused.".

## 12. 2019 Narrowly Tailored Credit Event Provisions

The following are the "NTCE Provisions", which shall (i) not apply in respect of a Reference Entity if such Reference Entity is a Sovereign, or (ii) apply in respect of a Reference Entity if such Reference Entity is not a Sovereign, in each case unless otherwise specified in the Final Terms (and reference in any applicable Transaction Type to "2019 NTCE Supplement to the 2014 ISDA Credit Derivatives Definitions (July 2019)" shall for clarification, be to these provisions).

- (a) Outstanding Principal Balance

The definition of "Outstanding Principal Balance" in Credit Linked Condition 11 shall be deleted and replaced with the following:

"The "**Outstanding Principal Balance**" of an obligation will be calculated as follows:

- (i) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with Credit Linked Condition 5(h) (*Accrued Interest*), the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (A) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (B) the amount of the Fixed Cap, if any);
- (ii) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (A) is subject to any Prohibited Action, or (B) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (I) payment or (II) a Permitted Contingency) (the amount determined in paragraph (i) less any amounts subtracted in accordance with this paragraph (ii), the "**Non-Contingent Amount**"); and
- (iii) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

- (A) unless otherwise specified, in accordance with the terms of the obligation in effect on either (I) the NOPS Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (II) the Relevant Valuation Date; and
- (B) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

For the purposes of paragraph (B) above, "**applicable laws**" shall include any bankruptcy or insolvency law or other law affecting creditors' rights to which the relevant obligation is, or may become, subject.

Unless "Fallback Discounting" is specified as not applicable in the applicable Final Terms with respect to the relevant Reference Entity, then notwithstanding the above, if (i) the Outstanding Principal Balance of an obligation is not reduced or discounted under paragraph (B) above, (ii) that obligation is either a Bond that has an issue price less than ninety-five per cent. of the principal redemption amount or a Loan where the amount advanced is less than ninety-five per cent. of the principal repayment amount, and (iii) such Bond or Loan does not include provisions relating to the accretion over time of the amount which would be payable on an early redemption or repayment of such Bond or Loan that are customary for the applicable type of Bond or Loan as the case may be, then the Outstanding Principal Balance of such Bond or Loan shall be the lesser of (a) the Non-Contingent Amount; and (b) an amount determined by straight line interpolation between the issue price of the Bond or the amount advanced under the Loan and the principal redemption amount or principal repayment amount, as applicable.

For the purposes of determining whether the issue price of a Bond or the amount advanced under a Loan is less than ninety-five per cent. of the principal redemption amount or principal repayment amount (as applicable) or, where applicable, for applying straight line interpolation:

- (x) where such Bond or Loan was issued as a result of an exchange offer, the issue price or amount advanced of the new Bond or Loan resulting from the exchange shall be deemed to be equal to the aggregate Outstanding Principal Balance of the original obligation(s) that were tendered or exchanged (the "**Original Obligation(s)**") at the time of such exchange (determined without regard to market or trading value of the Original Obligation(s)); and
- (y) in the case of a Bond or Loan that is fungible with a prior debt obligation previously issued by the Reference Entity, such Bond or Loan shall be treated as having the same issue price or amount advanced as the prior debt obligation.

In circumstances where a holder would have received more than one obligation in exchange for the Original Obligation(s), the Calculation Agent will determine the allocation of the aggregate Outstanding Principal Balance of the Original Obligation(s) amongst each of the resulting obligations for the purpose of determining the issue price or amount advanced of the relevant Bond or Loan. Such allocation will take into account the interest rate, maturity, level of subordination and other terms of the obligations that resulted from the exchange and shall be made by the Calculation Agent in accordance with the methodology (if any) determined by the relevant Credit Derivatives Determinations Committee or, if none, as determined by the Calculation Agent in such manner and by reference to such source(s) as it determines appropriate."

- (b) Failure to Pay

The definition of "Failure to Pay" in Credit Linked Condition 10 shall be deleted and replaced with the following:

""**Failure to Pay**"" means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure.

If an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

Unless "Credit Deterioration Requirement" is specified as not applicable in the applicable Final Terms with respect to the relevant Reference Entity, then, notwithstanding the foregoing, it shall not constitute a Failure to Pay if such failure does not directly or indirectly either result from, or result in, a deterioration in the creditworthiness or financial condition of the Reference Entity, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. In making such determination, the Calculation Agent may take into account the guidance note set out in paragraph 3 (Interpretive Guidance) of the ISDA 2019 Narrowly Tailored Credit Event Supplement to the 2014 ISDA Credit Derivatives Definitions (published on July 15, 2019).".

**ANNEX A TO THE ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED SECURITIES****DESCRIPTION OF AUCTION SETTLEMENT TERMS**

*The following description is applicable to certain Credit Linked Securities to which "Annex 10 Additional Terms and Conditions for Credit Linked Securities" are applicable.*

If an Event Determination Date occurs with respect to the Credit Linked Securities and Auction Settlement applies, the Auction Settlement Amount with respect to the Credit Linked Securities will be calculated based on the Auction Final Price for the Reference Entity (if any). This Annex contains a summary of certain provisions of the Form of Credit Derivatives Auction Settlement Terms set forth at Annex B to the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions, published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") on 12 March 2009 (the "**Form of Auction Settlement Terms**") and is qualified by reference to the detailed provisions thereof and is subject to amendment from time to time in accordance with the Rules, including any amendment following the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement dated 14 July 2009, as published by ISDA (the "**July 2009 Supplement**"). The July 2009 Supplement extended the auction hardwiring process to Restructuring credit events. Following certain Restructuring credit events, more than one auction may be held and there may be more than one Auction Final Price and credit default swaps are grouped into buckets by maturity and depending on which party triggers the credit default swap. Deliverable obligations will be identified for each bucket (any deliverable obligations included in a shorter bucket will also be deliverable for all longer buckets). If the Credit Derivatives Determinations Committee determines to hold an auction for a particular bucket, then that auction will be held according to the existing auction methodology that has previously been used for Bankruptcy and Failure to Pay credit events as described in the summary below, except that the deliverable obligations will be limited to those falling within the relevant maturity bucket.

The following does not purport to be a complete summary and prospective investors must refer to the Form of Auction Settlement Terms for detailed information regarding the auction methodology set forth therein (the "**Auction Methodology**"). The Auction and the Auction Methodology apply to credit default swaps on the Reference Entity and do not apply specifically to the Credit Linked Securities. A copy of the Form of Auction Settlement Terms may be inspected at the offices of the Issuer and is also currently available at [www.isda.org](http://www.isda.org) (or any successor website thereto).

Holders of Securities should also be aware that this summary of the form of the Auction Settlement Terms is accurate only as of the date hereof and the Form of Auction Settlement Terms may be amended from time to time without consultation with Holders of Securities. At any time after the date of this Annex, the latest Form of Auction Settlement Terms will be available on the ISDA website at [www.isda.org](http://www.isda.org) (or any successor website thereto). Further, notwithstanding the fact that the form of Auction Settlement Terms (as may be amended from time to time) appears on the ISDA website, Holders of Securities should note that the Credit Derivatives Determinations Committees have the power to amend the form of Credit Derivatives Auction Settlement Terms for a particular auction and that this summary may therefore not be accurate in all cases.

Capitalised terms used but not defined in this summary have the meaning specified in the Rules and the Form of Auction Settlement Terms. All times of day in this summary refer to such times in London.

**Publication of Credit Derivatives Auction Settlement Terms**

Pursuant to the Credit Derivatives Determinations Committees Rules set forth in Annex A to the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions (published on 12 March 2009) (the "**Rules**"), a Credit Derivatives Determinations Committee may determine that a Credit Event has occurred in respect of a Reference Entity (such entity, an "**Affected Reference Entity**") and that one or more auctions will be held in order to settle affected transactions referencing such Affected Reference Entity based upon an Auction Final Price determined in accordance with an auction procedure as set forth in the Form of Auction Settlement Terms (each, an "**Auction**"). If an Auction is to be held, the Credit Derivatives Determinations Committee will publish Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity, based upon the

Form of Auction Settlement Terms. In doing so, the Credit Derivatives Determinations Committee will make several related determinations, including the date on which the Auction will be held (the "**Auction Date**"), the institutions that will act as participating bidders in the Auction (the "**Participating Bidders**") and the supplemental terms that are detailed in Schedule 1 to the Form of Auction Settlement Terms. The Credit Derivatives Determinations Committee may also amend the Form of Auction Settlement Terms for a particular auction and may determine that a public comment period is necessary in order to effect such an amendment if such amendment is not contemplated by the Rules.

### **Auction Methodology**

#### *Determining the Auction Currency Rate*

On the Auction Currency Fixing Date, the Administrators will determine the rate of conversion (each, an "**Auction Currency Rate**") as between the Relevant Currency and the currency of denomination of each Deliverable Obligation (each, a "**Relevant Pairing**") by reference to a Currency Rate Source or, if such Currency Rate Source is unavailable, by seeking mid-market rates of conversion from Participating Bidders (determined by each such Participating Bidder in a commercially reasonable manner) for each such Relevant Pairing. If rates of conversion are sought from Participating Bidders and more than three such rates are obtained by the Administrators, the Auction Currency Rate will be the arithmetic mean of such rates, without regard to the rates having the highest and lowest values. If exactly three rates are obtained, the Auction Currency Rate will be the rate remaining after disregarding the rates having the highest and lowest values. For this purpose, if more than one rate has the same highest or lowest value, then one of such rates shall be disregarded. If fewer than three rates are obtained, it will be deemed that the Auction Currency Rate cannot be determined for such Relevant Pairing.

#### *Initial Bidding Period*

During the Initial Bidding Period, Participating Bidders will submit to the Administrators: (a) Initial Market Bids; (b) Initial Market Offers; (c) Dealer Physical Settlement Requests; and (d) Customer Physical Settlement Requests (to the extent received from customers).

Initial Market Bids and Initial Market Offers are firm quotations, expressed as percentages, to enter into credit derivative transactions in respect of the Affected Reference Entity on terms equivalent to the Representative Auction-Settled Transaction.

The Initial Market Bid and Initial Market Offer submitted by each Participating Bidder must differ by no more than the designated Maximum Initial Market Bid-Offer Spread and must be an integral multiple of the Relevant Pricing Increment (each as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity). The Initial Market Bid must be less than the Initial Market Offer.

Dealer Physical Settlement Requests and Customer Physical Settlement Requests are firm commitments, submitted by a Participating Bidder, on its own behalf or on behalf of a customer, as applicable, to enter into a Representative Auction-Settled Transaction, in each case, as seller (in which case, such commitment will be a "**Physical Settlement Buy Request**") or as buyer (in which case, such commitment will be a "**Physical Settlement Sell Request**"). Each Dealer Physical Settlement Request must be, to the best of such Participating Bidder's knowledge and belief, in the same direction as, and not in excess of, its Market Position. Each Customer Physical Settlement Request must be, to the best of the relevant customer's knowledge and belief (aggregated with all Customer Physical Settlement Requests submitted by such customer), in the same direction as, and not in excess of, its Market Position.

If the Administrators do not receive valid Initial Market Bids and Initial Market Offers from at least a minimum number of Participating Bidders (as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity), the timeline will be adjusted and the Initial Bidding Period extended, with the Auction recommencing at such time(s) specified by the Administrators, otherwise it will proceed as follows.

*Determination of Open Interest, Initial Market Midpoint and Adjustment Amounts*

The Administrators will calculate the Open Interest, the Initial Market Midpoint and any Adjustment Amounts in respect of the Auction.

The Open Interest is the difference between all Physical Settlement Sell Requests and all Physical Settlement Buy Requests.

To determine the Initial Market Midpoint, the Administrators will: (a) sort the Initial Market Bids in descending order and the Initial Market Offers in ascending order, identifying non-tradeable markets for which bids are lower than offers; (b) sort non-tradeable markets in terms of tightness of spread between Initial Market Bid and Initial Market Offer; and (c) identify that half of the non-tradeable markets with the tightest spreads. The Initial Market Midpoint is determined as the arithmetic mean of the Initial Market Bids and Initial Market Offers contained in the half of non-tradeable markets with the tightest spreads.

Any Participating Bidder whose Initial Market Bid or Initial Market Offer forms part of a tradable market will be required to make a payment to ISDA on the third Business Day after the Auction Final Price Determination Date (an "**Adjustment Amount**"), calculated in accordance with the Auction Methodology. Any payments of Adjustment Amounts shall be used by ISDA to defray any costs related to any auction that ISDA has coordinated, or that ISDA will in the future coordinate, for purposes of settlement of credit derivative transactions.

If for any reason no single Initial Market Midpoint can be determined, the procedure set out above may be repeated.

At or prior to the Initial Bidding Information Publication Time on any day on which the Initial Bidding Period has successfully concluded, the Administrators publish the Open Interest, the Initial Market Midpoint and the details of any Adjustment Amounts in respect of the Auction.

If the Open Interest is zero, the Auction Final Price will be the Initial Market Midpoint.

*Submission of Limit Order Submissions*

In the event that the Open Interest does not equal zero, a subsequent bidding period will be commenced during the Initial Bidding Period which: (a) if the Open Interest is an offer to sell Deliverable Obligations, Participating Bidders submit Limit Bids; or (b) if the Open Interest is a bid to purchase Deliverable Obligations, Limit Offers, in each case, on behalf of customers and for their own account.

*Matching bids and offers*

If the Open Interest is a bid to purchase Deliverable Obligations, the Administrators will match the Open Interest against all Initial Market Offers and Limit Offers, as further described in the Auction Methodology. If the Open Interest is an offer to sell Deliverable Obligations, the Administrators will match the Open Interest against all Initial Market Bids and Limit Bids, as further described in the Auction Methodology.

**Auction Final Price when the Open Interest is Filled**

The Auction Final Price will be the price associated with the matched Initial Market Bids and Limit Bids or Initial Market Offers and Limit Offers, as applicable, that is the highest offer or the lowest bid, as applicable, provided that: (a) if the Open Interest is an offer to sell and the price associated with the lowest matched bid exceeds the Initial Market Midpoint by more than the "**Cap Amount**" (being the percentage that is equal to one half of the Maximum Initial Market Bid-Offer Spread (rounded to the nearest Relevant Pricing Increment)), then the Auction Final Price will be the Initial Market Midpoint plus the Cap Amount; and (b) if the Open Interest is a bid to purchase and the Initial Market Midpoint exceeds the price associated with the highest offer by more than the Cap Amount, then the Auction Final Price will be the Initial Market Midpoint minus the Cap Amount.

**Auction Final Price when the Open Interest is Not Filled**

If, once all the Initial Market Bids and Limit Bids or Initial Market Offers and Limit Offers, as applicable, have been matched to the Open Interest, part of the Open Interest remains, the Auction Final Price will be:

(a) if the Open Interest is a bid to purchase Deliverable Obligations, the greater of (i) zero, and (ii) the highest Limit Offer or Initial Market Offer received; or (b) if the Open Interest is an offer to sell Deliverable Obligations, zero.

*100 per cent. Cap to Auction Final Price*

In all cases, if the Auction Final Price determined pursuant to the Auction Methodology is greater than 100 per cent., then the Auction Final Price will be deemed to be 100 per cent.

*Publication of Auction Final Price*

At or prior to the Subsequent Bidding Information Publication Time on any day on which the subsequent bidding period has successfully concluded, the Administrators will publish on their websites: (a) the Auction Final Price; (b) the names of the Participating Bidders who submitted bids, offers, valid Dealer Physical Settlement Requests and valid Customer Physical Settlement Requests, together with the details of all such bids and offers submitted by each; and (c) the details and size of all matched trades.

**Execution of Trades Formed in the Auction**

Each Participating Bidder whose Limit Bid or Initial Market Bid (or Limit Offer or Initial Market Offer if applicable) is matched against the Open Interest, and each Participating Bidder that submitted a Customer Physical Settlement Request or Dealer Physical Settlement Request, is deemed to have entered into a Representative Auction-Settled Transaction, and each customer that submitted such a Limit Bid, Limit Offer, or Physical Settlement Request is deemed to have entered into a Representative Auction-Settled Transaction with the dealer through whom the customer submitted such bid or offer. Accordingly, each such Participating Bidder or customer that is a seller of Deliverable Obligations pursuant to a trade formed in the auction must deliver to the buyer to whom such Participating Bidder or customer has been matched a Notice of Physical Settlement indicating the Deliverable Obligations that it will deliver, and such Deliverable Obligations will be sold to the buyer in exchange for payment of the Auction Final Price.

**Timing of Auction Settlement Provisions**

If an Auction is held in respect of an Affected Reference Entity, it is expected that the relevant Auction Date will occur on the third Business Day immediately prior to the 30th calendar day after which the relevant Credit Derivatives Determinations Committee received the request from an eligible market participant (endorsed by a member of the relevant Credit Derivatives Determinations Committee) to resolve whether a Credit Event has occurred with respect to such Reference Entity.

In respect of an Affected Reference Entity for which an Auction is held, the Auction Settlement Date will occur on a Business Day following the Auction Final Price Determination Date, as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity. By way of example, in recent ISDA CDS Auction Protocols (prior to the publication of the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions) this has been approximately five Business Days following the relevant Auction Final Price Determination Date. The settlement date of the Securities will occur on the third Business Day following the Auction Settlement Date.



**ANNEX B TO THE ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED SECURITIES****CREDIT DERIVATIVES DETERMINATIONS COMMITTEES**

*The following description is applicable to certain Credit Linked Securities to which "Annex 10 Additional Terms and Conditions for Credit Linked Securities" are applicable.*

In making certain determinations with respect to the Credit Linked Securities, the Calculation Agent may but is not bound to follow or act in accordance with any determination of the relevant Credit Derivatives Determinations Committees. This Annex sets forth a summary of the Credit Derivatives Determinations Committees Rules, as published by ISDA and made available on the website of the Credit Derivatives Determinations Committees at <https://www.cdsdeterminationscommittees.org> (or any successor website thereto) as of 28 September 2018 (the "**Rules**") and is subject to the rules as published by DC Administration Services, Inc. on behalf of ISDA from time to time and as amended from time to time. This summary is not intended to be exhaustive and prospective investors should also read the Rules and reach their own views prior to making any investment decisions. A copy of the Rules published by DC Administration Services, Inc. on behalf of ISDA is available at: <https://www.cdsdeterminationscommittees.org> (or any successor website thereto).

Capitalised terms used but not defined in this summary have the meaning specified in the applicable Final Terms or the Rules, as applicable.

**Establishment of the Credit Derivatives Determinations Committees**

In accordance with the Rules, a Credit Derivatives Determinations Committee has been formed for each of the regions of (a) the Americas, (b) Asia Ex-Japan, (c) Australia-New Zealand, (d) Europe, Middle East and Africa and (e) Japan. As of the date hereof, the Calculation Agent (or one of its Affiliates) is a voting member on each of the Credit Derivatives Determinations Committees. See "*Risk Factors – Risks Associated With Credit Derivatives Determinations Committees*" for additional information regarding conflicts of interest. The Credit Derivatives Determinations Committees will act in accordance with the Rules and will make determinations that are relevant for Credit Derivative Transactions that incorporate, or are deemed to incorporate, the 2014 ISDA Credit Derivatives Definitions, as amended from time to time (the "**2014 Definitions**") or the 2003 ISDA Credit Derivatives Definitions, as supplemented by the March 2009 Supplement or the 2003 ISDA Credit Derivatives Definitions, as supplemented by the July 2009 Supplement (the "**Updated 2003 Definitions**"). ISDA will serve as the secretary of each Credit Derivatives Determinations Committee and will perform administrative duties and make certain determinations as provided for under the Rules.

**Decision-making Process of the Credit Derivatives Determinations Committees**

Each DC Resolution by a Credit Derivatives Determinations Committee will apply to Credit Derivative Transactions that incorporate, or are deemed to incorporate, the 2014 Definitions or the Updated 2003 Definitions (depending on the applicable "Coverage Election" and subsequent determinations of the Credit Derivatives Determinations Committee) and for which the relevant provisions are not materially inconsistent with the provisions with respect to which the Credit Derivatives Determinations Committee bases its determination. As a result, determinations by the Credit Derivatives Determinations Committees are not applicable to the Holders of Securities, unless specified otherwise in the terms of the Credit Linked Securities. The Credit Derivatives Determinations Committees shall have no ability to amend the terms of the Credit Linked Securities. Furthermore, the institutions on the Credit Derivatives Determinations Committees owe no duty to the Holders of Securities. See "*Risk Factors - Risks Associated with Credit Derivatives Determinations Committees*" for further information. The terms of the Credit Linked Securities provide that the Holders of Securities will be subject to certain determinations by the Credit Derivatives Determinations Committees. The Credit Derivatives Determinations Committees will be able to make determinations without action or knowledge by the Holders of Securities.

A Credit Derivatives Determinations Committee will be convened upon referral of (i) a question to ISDA by an identified eligible market participant and the agreement of at least one of the voting members of the relevant Credit Derivatives Determinations Committee to deliberate the question, or (ii) a question to ISDA by an unidentified eligible market participant and the agreement of at least two of the voting members of the relevant Credit Derivatives Determinations Committee to deliberate the question, or (iii) a question to ISDA by an eligible market participant which is an Eligible CCP (being an eligible clearing entity) and such question is not designated as a "General Interest Question" and relates to an eligible cleared Reference Entity with respect to such Eligible CCP and to certain specified matters such as a Credit Event, Potential Repudiation/Moratorium and/or Successor. ISDA will convene the Credit Derivatives Determinations Committee for the region to which the referred question relates, as determined in accordance with the Rules. Any party to a transaction that incorporates, or is deemed to incorporate, the 2014 Definitions or the Updated 2003 Definitions may refer a question to ISDA for a Credit Derivatives Determinations Committee to consider. Therefore, a binding determination may be made with respect to the Credit Linked Securities without any action by the Holders of Securities. Holders of Securities (in their capacity as holders of the Credit Linked Securities) will not be able to refer questions to the Credit Derivatives Determinations Committees.

Once a question is referred to a Credit Derivatives Determinations Committee, a DC Resolution may result quickly, as a binding vote usually must occur within two business days of the first meeting held with respect to such question unless the timeframe is extended by agreement of at least 80 per cent. of the voting members participating in a vote held in accordance with the Rules. In addition, voting members of the Credit Derivatives Determinations Committees are required to participate in each binding vote, subject only to limited abstention rights. Notices of questions referred to the Credit Derivatives Determinations Committees, meetings held to deliberate such questions, meeting statements and the results of binding votes will be published on the ISDA website and neither the Issuer, the Calculation Agent nor any of their respective Affiliates shall be obliged to inform the Holders of Securities of such information (other than as expressly provided in the Final Terms). Holders of Securities shall therefore be responsible for obtaining such information. See *"Risk Factors – Risks Associated with Credit Derivatives Determinations Committees"*.

The Credit Derivatives Determinations Committees have the ability to make determinations that may materially affect the Holders of Securities. The Credit Derivatives Determinations Committees will be able to make a broad range of determinations in accordance with the Rules that may be relevant to the Credit Linked Securities and materially affect the Holders of Securities. For each of the general types of questions discussed below, the Credit Derivatives Determinations Committees may determine component questions that arise under the 2014 Definitions or the Updated 2003 Definitions, or the Rules and that are related to the initial question referred. Since the terms governing the credit-linked elements of the Credit Linked Securities are substantially similar to the 2014 Definitions or, as the case may be, the Updated 2003 Definitions, such determinations may affect the Holders of Securities, as further described below.

### **Credit Events**

The Credit Derivatives Determinations Committees will be able to determine whether a Credit Event has occurred and, if applicable, the date of such Credit Event. Related questions that are also within the scope of the Credit Derivatives Determinations Committees are whether a Potential Failure to Pay or a Potential Repudiation/Moratorium has occurred. In addition, the Credit Derivatives Determinations Committees will also determine, where necessary, whether the required Publicly Available Information has been provided. Each of these determinations, other than whether the required Publicly Available Information has been provided, requires the agreement of at least 80 per cent. of the voting members participating in a binding vote held in accordance with the Rules in order to avoid the referral of the question to the external review process, as described further below. The determination of whether the required Publicly Available Information has been provided requires the agreement of at least a majority of the voting members participating in a binding vote held in accordance with the Rules and is not eligible for external review. Each of these determinations may affect whether an Event Determination Date will occur under the Credit Linked Securities. If the Credit Derivatives Determinations Committee Resolves that a Credit Event has occurred with respect to one of the Reference Entity(ies) on or after the Credit Event Backstop Date, then an Event Determination Date is deemed to have occurred in respect of the Credit Linked Securities.

### Successors

The Credit Derivatives Determinations Committees will be able to determine whether there are any Successor or Successors to a Reference Entity and the relevant Succession Date. In addition, the Credit Derivatives Determinations Committees will also determine the identity of the Successor(s) in accordance with the Rules. For a Reference Entity that is not a Sovereign, the Credit Derivatives Determinations Committees will determine the Relevant Obligation(s) of the Reference Entity (including any adjustments required to be made if there is a Steps Plan), the proportion of the Relevant Obligation(s) to which each purported Successor succeeds and the Succession Date. For a Reference Entity that is a Sovereign, the Credit Derivatives Determinations Committees will determine the Relevant Obligation(s) of the Reference Entity (including any adjustments to be made if there is a Steps Plan), whether a Sovereign Succession Event has occurred, if so the proportion of the Relevant Obligation(s) to which each purported Successor succeeds, and the Succession Date. Each of these determinations requires the agreement of at least 80 per cent. of the voting members participating in a binding vote held in accordance with the Rules in order to avoid the referral of the question to the external review process, as described further below, except for the actual identification of the Successor(s) for a Reference Entity (which only requires a majority and is not eligible for external review). The Calculation Agent may use the relevant DC Resolutions of the Credit Derivatives Determinations Committees in order to determine Successor(s) to the Reference Entity(ies).

### Other Questions

The Credit Derivatives Determinations Committees will be able to determine whether circumstances have occurred that require a Substitute Reference Obligation to be identified and, if so, the appropriate Substitute Reference Obligation. In addition, the Credit Derivatives Determinations Committees will be able to determine whether an entity that acts as seller of protection under one or more transactions (such entity, the "**Relevant Seller**") or a Reference Entity has consolidated or amalgamated with, or merged into, or transferred all or substantially all its assets to, the Reference Entity or the Relevant Seller, as applicable, or that the Relevant Seller and the Affected Reference Entity have become Affiliates. Each of these determinations requires the agreement of at least 80 per cent. of the voting members participating in a binding vote held in accordance with the Rules in order to avoid the referral of the question to the external review process, as described further below. The Calculation Agent may follow such DC Resolutions in making the equivalent determinations with respect to the Credit Linked Securities.

The Credit Derivatives Determinations Committees will be able to determine other referred questions that are relevant to the credit derivatives market as a whole and are not merely a matter of bilateral dispute. Such questions require the agreement of at least 80 per cent. of the voting members participating in a binding vote held in accordance with the Rules for each Credit Derivatives Determinations Committee implicated by the relevant question, as determined in accordance with the Rules, in order to avoid the possible referral of the question to the external review process, as described further below. Furthermore, the question relating to such DC Resolution may also be referred to the external review process if at least a majority of the voting members participating in a binding vote held in accordance with the Rules agree. Any guidance given by the Credit Derivatives Determinations Committees with respect to questions of interpretation of the 2014 Definitions or, as the case may be, the Updated 2003 Definitions are likely to influence the Calculation Agent in interpreting equivalent provisions under the Credit Linked Securities.

Any such question can be submitted to the Credit Derivatives Determinations Committees by an unidentified eligible market participant for deliberation. The relevant Credit Derivatives Determinations Committee(s) will deliberate such question upon the agreement of at least two of the voting members of the relevant Credit Derivatives Determinations Committee to deliberate the question. Once the deliberations on such question have commenced, the relevant Credit Derivatives Determinations Committee will proceed in accordance with the procedures described above with respect to the relevant question category, except that the identity of the eligible market participant who submitted the question will not be revealed to the members of the Credit Derivatives Determinations Committees or the general public.

### External Review

As described immediately above, certain questions deliberated by the Credit Derivatives Determinations Committees are subject to an external review process if the required threshold is not met during the binding vote held with respect to such question. For such questions, if at least 80% of the voting members

participating in a binding vote held in accordance with the Rules fail to agree, the question will be automatically referred to the external review process. Questions that are not eligible for external review often require only a simple majority of participating voting members to agree in order to reach a DC Resolution.

Questions referred to external review will be considered by a panel of three independent individuals who will be selected by either the relevant Credit Derivatives Determinations Committee or by ISDA at random. The default duration of the external review process (which can be modified by the relevant Credit Derivatives Determinations Committee in accordance with the Rules) is twelve business days from the referral of the question and contemplates the receipt of both written submissions and oral argument. Any member of ISDA may provide written submissions to the external reviewers, which will be made available to the public on the ISDA website, and the conclusion reached in accordance with the external review process will be binding on the Holders of Securities. In instances where the vote of the relevant Credit Derivatives Determinations Committee was less than or equal to 60 per cent., the decision of a majority of the external reviewers will be determinative. However, in instances where the vote of the relevant Credit Derivatives Determinations Committee was between 60 per cent. and 80 per cent., all three external reviewers must agree in order to overturn the vote of the Credit Derivatives Determinations Committee.

Holders of Securities should be aware that the external reviewers may not consider new information that was not available to the relevant Credit Derivatives Determinations Committee at or prior to the time of the binding vote and questions may be returned to the Credit Derivatives Determinations Committee for another vote if new information becomes available. In addition, if the external reviewers fail to arrive at a decision for any reason, the entire process will be repeated. As a result, the external review process may be elongated in certain situations, leaving questions that may materially affect the Holders of Securities unresolved for a period of time.

### **The Composition of the Credit Derivatives Determinations Committees**

Each Credit Derivatives Determinations Committee is composed of fifteen voting members and three non-voting consultative members. Ten of the voting members are dealer institutions, with eight serving across all regions and two potentially varying by region. The other five voting members are non-dealer institutions that serve across all regions. The three non-voting consultative members consist of one dealer institution and one non-dealer institution that serve across all regions and one dealer institution that could potentially vary by region. For the first composition of the Credit Derivatives Determinations Committees only, an additional non-voting dealer institution has been selected to serve across all regions.

Holders of Securities will have no role in the composition of the Credit Derivatives Determinations Committees. Separate criteria applies with respect to the selection of dealer and non-dealer institutions to serve on the Credit Derivatives Determinations Committees and the Holders of Securities will have no role in establishing such criteria. In addition, the composition of the Credit Derivatives Determinations Committees will change from time to time in accordance with the Rules, as the term of an institution may expire or an institution may be required to be replaced. The Holders of Securities will have no control over the process for selecting institutions to participate on the Credit Derivatives Determinations Committees and, to the extent provided for in the Credit Linked Securities, will be subject to the determinations made by such selected institutions in accordance with the Rules.

### **Ability of the Calculation Agent or its Affiliates to influence the Credit Derivatives Determinations Committees**

As of the date hereof, the Calculation Agent (or one of its Affiliates) is a voting member on each of the Credit Derivatives Determinations Committees. In such capacity, it may take certain actions that may influence the process and outcome of decisions of the Credit Derivatives Determinations Committees, including (without limitation): (a) agreeing to deliberate a question referred to the DC Secretary, (b) voting on the resolution of any question being deliberated by a Credit Derivatives Determinations Committee and (c) advocating a certain position during the external review process. In addition, as a party to transactions which incorporate, or are deemed to incorporate, the 2014 Definitions or the Updated 2003 Definitions, the Calculation Agent may refer a question to the DC Secretary for a Credit Derivatives Determinations Committee to deliberate. In deciding whether to take any such action, the Calculation Agent (or its Affiliate) shall be under no obligation to consider the interests of any Holder. See "*Potential conflicts of interest of the Calculation Agent*" below for additional information.

**Potential Conflicts of interest of the Calculation Agent**

Since, as of the date hereof, the Calculation Agent (or one of its Affiliates) is a voting member on each of the Credit Derivatives Determinations Committees and is a party to transactions which incorporate, or are deemed to incorporate, the 2014 Definitions or the Updated 2003 Definitions, it may take certain actions which may influence the process and outcome of decisions of the Credit Derivatives Determinations Committees. See "Ability of the Calculation Agent or its Affiliates to influence the Credit Derivatives Determinations Committees" above for additional information. Such action may be adverse to the interests of the Holders of Securities and may result in an economic benefit accruing to the Calculation Agent. In taking any action relating to the Credit Derivatives Determinations Committees or performing any duty under the Rules, the Calculation Agent shall have no obligation to consider the interests of the Holders of Securities and may ignore any conflict of interest arising due to its responsibilities under the Credit Linked Securities.

Holders of Securities will have no recourse against either the institutions serving on the Credit Derivatives Determinations Committees or the external reviewers. Institutions serving on the Credit Derivatives Determinations Committees and the external reviewers, among others, disclaim any duty of care or liability arising in connection with the performance of duties or the provision of advice under the Rules, except in the case of gross negligence, fraud or wilful misconduct. Furthermore, the institutions on the Credit Derivatives Determinations Committees do not owe any duty to the Holders of Securities and the Holders of Securities will be prevented from pursuing claims with respect to actions taken by such institutions under the Rules.

Holders of Securities should also be aware that institutions serving on the Credit Derivatives Determinations Committees have no duty to research or verify the veracity of information on which a specific determination is based. In addition, the Credit Derivatives Determinations Committees are not obligated to follow previous determinations and, therefore, could reach a conflicting determination for a similar set of facts.

Holders of Securities shall be responsible for obtaining information relating to deliberations of the Credit Derivatives Determinations Committees. Notices of questions referred to the Credit Derivatives Determinations Committees, meetings held to deliberate such questions and the results of binding votes will be published on the ISDA website and neither the Issuer, the Calculation Agent nor any of their respective Affiliates shall be obliged to inform the Holders of Securities of such information (other than as expressly provided in the applicable Final Terms). Failure by the Holders of Securities to be aware of information relating to deliberations of a Credit Derivatives Determinations Committee will have no effect under the applicable Final Terms and Holders of Securities are solely responsible for obtaining any such information.

**Amendments to the Rules**

The Rules may be amended from time to time without the consent or input of the Holders of Securities and the powers of the Credit Derivatives Determinations Committees may be expanded or modified as a result.

## ANNEX 11

## ADDITIONAL TERMS AND CONDITIONS FOR ETI LINKED SECURITIES

*The terms and conditions applicable to ETI Linked Securities shall comprise, in the case of Notes, the Terms and Conditions of the Notes (as set out under the heading "Terms and Conditions of the Notes" above and, for the avoidance of doubt, not including Annexes 1 to 12), in the case of Warrants, the Terms and Conditions of the Warrants (as set out under the heading "Terms and Conditions of the Warrants" above and, for the avoidance of doubt, not including Annexes 1 to 9 or 11) and, in the case of Certificates, the Terms and Conditions of the Certificates (as set out under the heading "Terms and Conditions of the Certificates" above and, for the avoidance of doubt, not including Annexes 1 to 12), as applicable (the "**Conditions**") and the additional Terms and Conditions for payouts (as set out in Annex 1 under the heading "Additional Terms and Conditions for Payouts" above) (the "**Payout Conditions**") and the additional Terms and Conditions set out below (the "**ETI Linked Conditions**") and any other additional Terms and Conditions that may be specified in the applicable Final Terms (the "**Additional Terms and Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the Conditions and the ETI Linked Conditions and/or the Additional Terms and Conditions, the ETI Linked Conditions and/or the Additional ETI Linked Conditions (as applicable) shall prevail. In the event of any inconsistency between (i) the Conditions and/or the ETI Linked Conditions and/or the Additional Terms and Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

1. **Definitions**

"**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.

"**Averaging Date**" means:

- (a) 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 purposes of determining the relevant level, price, value 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, value 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:
    - (1) where the Securities are ETI Linked 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 (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "Valuation Date" below;

- (2) where the Securities are ETI Linked Securities relating to an ETI Basket, the Averaging Date for each 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 ETI Interest affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such ETI Interest. If the first succeeding Valid Date in relation to such 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 (A) that such 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 ETI Interest, and (B) the Calculation Agent shall determine the relevant level, price, value or amount for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of "Valuation Date" below; and
  - (3) for the purposes of these ETI Linked Conditions, "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not occur; and
- (b) in the case of Open End Notes or Open End Certificates (other than Put/Call Open End Notes or Put/Call Open End Certificates), the date designated as such by the Issuer, provided that such date is determined by the Issuer and notified to Noteholders in accordance with Condition 18 of the Notes or to the Certificateholders in accordance with Condition 19 of the Certificates, as the case may be, at the latest on the tenth (10th) Business Day preceding the contemplated Averaging Date.

"**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 principal 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 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 Linked Condition 4.

**"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 (a) any exchange traded fund, (b) the issuer of (i) an exchanged trade note, (ii) an exchange traded commodity or (iii) any other exchange traded product or (c) any other exchange traded entity specified as an ETI in the applicable Final Terms.

**"ETI Basket"** means, where the ETI Linked Securities are linked to the performance of ETI Interests of more than one ETI, a basket comprising such ETI Interests.

**"ETI Documents"** means, unless specified otherwise in the applicable Final Terms, 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 (a) in respect of an exchange traded fund, an ownership interest issued to or held by an investor in such ETI, (b) 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 (c) 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 (a) in the case of a single ETI Interest, Exchange Business Day (Single ETI Interest Basis) or (b) in the case of an ETI Basket, (i) Exchange Business Day (All ETI Interests Basis) or (ii) 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 acting in good faith and in a commercially reasonable manner.

**"Final Calculation Date"** means the date specified as such in the applicable Final Terms.

**"Hedge Provider"** means the party (being, *inter alia*, the Issuer, the Guarantor (if applicable), the Swap Counterparty, the Calculation Agent, an Affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the Securities and/or the Swap Counterparty's obligations in respect of the Swap Agreement 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 Securities.

**"Hedging Date"** means the date specified as such in the applicable Final Terms.

**"Hedging Shares"** means the number of ETI Interests that the Issuer or Swap Counterparty (and/or any of its Affiliates) deems necessary to hedge the equity or other price risk of entering into and performing the Issuer's obligations with respect to the Securities and/or the Swap Counterparty's obligations with respect to the Swap Agreement.

**"Hypothetical Investor"** means a hypothetical investor in ETI Interests which is deemed to have the benefits and obligations, as provided in the relevant ETI Documents, of an investor holding the relevant number of ETI Interests at the relevant time (as determined by the Calculation Agent in the context of the relevant situation). 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 applicable), the Swap Counterparty, the Calculation Agent or any of their Affiliates (as determined by the Calculation Agent in the context of the relevant situation).

**"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 Linked Condition 3 and ETI Linked Condition 4.

**"Investment/AUM Level"** has the meaning given to it in the applicable Final Terms, or if not so specified, EUR100,000,000 or the equivalent in any other currency.

**"Loss of Stock Borrow"** means that the Swap Counterparty 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 (a) 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, (b) 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), (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 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 (d) 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 (i) in the case of Cash Settled Securities, the last occurring Valuation Date or (ii) in the case of Physical Delivery Securities, the Maturity Date (in the case of Notes), the Redemption Date (in the case of Certificates) or the Expiry Date (in the case of Warrants), as applicable. 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.

**"Number of Value Publication Days"** means the number of calendar 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.

**"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, 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 the provisions relating to "Omission", "Postponement" or "Modified Postponement", as the case may be, contained in the definition of "Averaging Date" shall apply 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 the provisions of sub-paragraphs (a)(ii) or (b) of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price or amount on such Observation Date as of 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.

**"Protected Amount"** means the amount specified as such in the applicable Final Terms.

**"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 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 Trading Day"** means either (a) in the case of a single ETI and in relation to an ETI Interest, Scheduled Trading Day (Single ETI Interest Basis) or (b) in the case of an ETI Basket, (i) Scheduled Trading Day (All ETI Interests Basis) or (ii) 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, Scheduled Trading Day (Per ETI Interest Basis) shall apply.

**"Scheduled Trading Day (All ETI Interests Basis)"** means, in respect of an ETI Basket, any day on which each Exchange and each 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, subject to the provisions of these ETI Linked Conditions and as referred to in "Strike Date", "Averaging Date", "Observation Date" and "Valuation Date", as the case may be:

- (a) in the case of ETI Linked 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, as determined by the

Calculation Agent acting in good faith and in a commercially reasonable manner, 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

- (b) in the case of ETI Linked 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, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, 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 in 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.

**"Settlement Price Date"** means the Strike Date, an Observation Date or the Valuation Date, as the case may be.

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

**"Strike Date"** means, 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 Securities are ETI Linked 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, (A) 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 (B) the Calculation Agent shall determine the relevant level or price in accordance with its

good faith estimate of the relevant value, level, price or amount as of the Valuation Time on the last such consecutive Scheduled Trading Day; or:

- (b) where the Securities are ETI Linked Securities relating to an ETI Basket, the Strike Date for each ETI Interest, not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date and the Strike Date for each ETI Interest, 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 value, level, price or amount using, in relation to the Affected Item its good faith estimate of the value, level, price or amount for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day.

**"Strike Day"** means each date specified as such in the applicable Final Terms and, if Averaging Date Consequences are specified as applicable 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 "Strike Day";

**"Strike Period"** means the period specified as such 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, in respect of Notes and Certificates, an amount per Note or Certificate determined as:

- (i) if Delayed Redemption on Occurrence of an Extraordinary ETI Event is specified as being applicable in the applicable Final Terms, the sum of:
  - (1) the Protected Amount; and
  - (2) the Swap Early Termination Amount;
- (ii) if Delayed Redemption on Occurrence of an Extraordinary ETI Event is not specified as being applicable in the applicable Final Terms, the Early Redemption Amount in accordance with Condition 7(e) of the Notes or Condition 8(e) of the Certificates, as applicable.

**"Termination Date"** means (i) in the case of Warrants the date determined by the Calculation Agent as provided herein and specified in the notice to be given to Warrantholders in accordance with ETI Linked Condition 6.2(c), (ii) in the case of Notes (a) if Delayed Redemption on the Occurrence of an Extraordinary ETI Event is specified as being applicable in the applicable Final Terms, the Maturity Date or (b) if Delayed Redemption on Occurrence of an Extraordinary ETI Event is specified as being not applicable in the applicable Final Terms, the Termination Date specified as such in the notice to be given to Noteholders in accordance with ETI Linked Condition 6.2(c) or (iii) in the case of Certificates (a) if Delayed Redemption on the Occurrence of an Extraordinary ETI Event is specified as being applicable in the applicable Final Terms, the Redemption Date or (b) if Delayed Redemption on Occurrence of an Extraordinary ETI Event is specified as being not applicable in the applicable Final Terms, the Termination Date specified as such in the notice to be given to Certificateholders in accordance with ETI Linked Condition 6.2(c).

**"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.

**"Valuation Date"** means, in the case of Notes and Certificates, the Interest Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the applicable Final Terms or, in the case of Warrants, the date (or, as the case may be, the last date) specified as such in the applicable Final Terms or, if any 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:

- (a) in the case of ETI Linked Securities relating to a single ETI Interest, 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, (i) 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 (ii) the Calculation Agent shall determine the relevant value, level or price in accordance with its good faith estimate of the Settlement Price as of the Valuation Time on that the last such consecutive Scheduled Trading Day; or
- (b) in the case of ETI Linked Securities relating to an ETI Basket, the Valuation Date for each ETI Interest not affected by the occurrence of a Disrupted Day shall be the scheduled Valuation Date, and the Valuation Date for each ETI Interest affected (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 relevant value, level or price using 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.

**"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 (w) 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.; and

**"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 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 of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, 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 or on any Knock-in Determination Day or Knock-out Determination Day, 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 acting in good faith and in a commercially reasonable manner.

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 good faith and in a commercially reasonable manner, 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 any Relevant Asset and/or the Entitlement (where the Securities are Physical Delivery Securities) and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these ETI Linked Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner 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 of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, stating the adjustment to any Relevant Asset and/or the Entitlement (where the Securities are Physical Delivery Securities) and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these ETI Linked Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event and the Potential Adjustment Event Effective Date.

Notwithstanding any other provision of this ETI Linked Condition 3, in making any such adjustment the Calculation Agent shall, to the extent applicable to the relevant Securities, take into account any corresponding or similar adjustment or calculation made in respect of the relevant Swap Agreement in relation to such Potential Adjustment Event.

#### **4. Extraordinary ETI Events**

Subject to the provisions of ETI Linked Condition 5, "**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 (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
- 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 the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, 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 determination of the Calculation Agent, acting in good faith and in a commercially reasonable manner, 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 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 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 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 it 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 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 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 or cost 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 it or any of its Affiliates 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 Securities, if the cost to the Hedge Provider in relation to the Securities and the related hedging arrangements (including, but not limited to, new or increased taxes, duties, expenses or fees (or the combined effect thereof if occurring more than once)) would be materially increased or the Hedge Provider would be subject to a material loss relating to the Securities and the related hedging arrangements;
- 4.22 in connection with the hedging activities in relation to the 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 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 or Swap Counterparty (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 Securities;
- 4.24 if at any time on or after the Trade Date of the first issue of the Series, (i) the Hedge Provider unintentionally acquires directly or indirectly any ownership interest in an ETI that exceeds 10 per cent. of the total assets under management or (ii) as a consequence of changes in the performance, size, investment strategy or liquidity of an ETI, the Hedge Provider holds an ownership interest in such ETI that exceeds 10 per cent. of the total assets under management;

**Miscellaneous Events:**

- 4.25 in the case of Securities linked to an ETI Basket, a Basket Trigger Event occurs;
- 4.26 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 Limited, or any successor to the ratings business thereof ("**Moody's**"), and/or S&P Global Ratings Europe Limited, 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);
- 4.27 the occurrence of a Loss of Stock Borrow;
- 4.28 the occurrence of an Additional Extraordinary ETI Event;
- 4.29 if the ETI Documents provide for the payment of dividends, the occurrence of a Dividend Event; or

- 4.30 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).

All of the events listed in this ETI Linked Condition 4 (*Extraordinary ETI Events*) will constitute an Extraordinary ETI Event, unless SC/FM ETI Events is specified as applicable in the applicable Final Terms, in which case, the events described in ETI Linked Conditions 4.17, 4.18, 4.19(iv), 4.19(v), 4.20, 4.21, 4.22, 4.23, 4.24 and 4.27 will not constitute an Extraordinary ETI Event.

## 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.

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 shall give notice (an "**Extraordinary ETI Event Notice**") to the Holders of Security in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, (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**") as soon as reasonably practicable following the determination of an Extraordinary ETI Event. The Extraordinary ETI Event Notice shall set out, if determined at that time, the action that it has determined to take in respect of an Extraordinary ETI Event pursuant to ETI Linked Condition 6.2. Where the action that the Calculation Agent has determined to take is not, for whatever reason, set out in the Extraordinary ETI Event Notice, the action that the Calculation Agent has determined to take shall be set out in a subsequent notice given to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, as soon as reasonably practicable after the Extraordinary ETI Event Notification Date.

Neither the Issuer nor the Calculation Agent shall be responsible for any loss, underperformance or opportunity cost suffered or incurred by any Holder of Securities or any other person in connection with the Securities as a result of any delay in notifying Holders of Securities of the occurrence on Extraordinary ETI Event, 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 Securities until the Calculation Agent has determined the action that the Issuer is to take pursuant to ETI Linked Condition 6.2 below.

- 6.2 Following the occurrence of an Extraordinary ETI Event, the Calculation Agent shall (i) to the extent that the an equivalent adjustment or substitution or determination to take no action, as the case may be, has been made in respect of the relevant Swap Agreement, take the action described in (a) or (b) below or (ii) in the event that the circumstances giving rise to such Extraordinary ETI Event result in an Additional Termination Event occurring in respect of the relevant Swap Agreement, take the action set out in (c) below:

## (a) Adjustment

If the Calculation Agent determines that the action to be taken in respect of the Extraordinary ETI Event is to be "Adjustment", then it may:

- (i) determine, acting in good faith and in a commercially reasonable manner, the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these ETI Linked 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 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 is selected in respect of the Swap Agreement, if any (the "**Options Exchange**"), make a corresponding adjustment to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these ETI Linked 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 any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these ETI Linked Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner 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.

## (b) Substitution

If the Calculation Agent, in good faith and in a commercially reasonable manner, 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 Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these ETI Linked Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate, provided that in the event that any amount

payable under the 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:

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

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**") acting in good faith and in a commercially reasonable manner 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 acting in good faith and in a commercially reasonable manner:

- (i) where the relevant Extraordinary ETI Event is a Merger Event or a Tender Offer (a) in the case of ETI Linked Securities related to a single ETI, and (b) in the case of ETI Linked 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 ETI Linked Securities 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.

## (c) Termination

If the Calculation Agent determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**Termination**", on giving notice to Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable, (which such notice may be included in the Extraordinary ETI Event Notice in respect of the relevant Extraordinary ETI Event and will specify the applicable Termination Date), all but not some only of the outstanding Securities shall be redeemed (in the case of Notes and Certificates) or cancelled (in the case of Warrants) by payment to the Holders of Securities of the Termination Amount on, or as soon as reasonably practicable thereafter, the Termination Date. Payments will be made in such manner as shall be notified to the Holders of Securities in accordance with Condition 18 of the Notes, Condition 17 of the Warrants or Condition 19 of the Certificates, as applicable.

## (d) General

Notwithstanding any other provision of this ETI Linked Condition 6, in making its determinations under ETI Linked Condition 6.2(a) to (c) above, the Calculation Agent shall, to the extent applicable to the relevant Securities, take into account any corresponding or similar determination or selection or any other adjustment or calculation made in respect of the relevant Swap Agreement in relation to such Extraordinary ETI Event.

In determining to take a particular action as a result of an Extraordinary ETI Event, the Calculation Agent is under no duty to consider the interests of any Holders of Securities 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 loss of interest), underperformance or opportunity cost suffered or incurred by Holders of Securities or any other person in connection with the Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the 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 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 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 Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

**8. Calculations and Determinations**

To the extent permitted by any applicable law, the Calculation Agent will make the calculations and determinations as described in the ETI Linked Conditions in such a manner as the Calculation Agent 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 Linked Conditions, the hedging arrangements in respect of the Securities and the nature of the relevant ETI and related ETI Interests.

## ANNEX 12

### ADDITIONAL TERMS AND CONDITIONS FOR NOTIONAL VALUE REPACK SECURITIES

*The terms and conditions applicable to Notional Value Repack Securities shall comprise, in the case of Notes, the Terms and Conditions of the Notes (as set out under the heading "Terms and Conditions of the Notes" above and, for the avoidance of doubt, not including Annexes 1 to 12) and, in the case of Certificates, the Terms and Conditions of the Certificates (as set out under the heading "Terms and Conditions of the Certificates" above and, for the avoidance of doubt, not including Annexes 1 to 12), as applicable (the "**Conditions**") and the additional Terms and Conditions for payouts (as set out in Annex 1 under the heading "Additional Terms and Conditions for Payouts" above) (the "**Payout Conditions**") and the additional Terms and Conditions set out below (the "**Collateral Linked Conditions**") and any other additional Terms and Conditions that may be specified in the Final Terms (the "**Additional Terms and Conditions**") in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the Conditions and the Collateral Linked Conditions, the Collateral Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Collateral Linked Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

#### 1. Definitions and Interpretation

##### 1.1 Definitions

"**Additional Disposal Reference Securities**" has the meaning given to it in Collateral Linked Condition 3.14(c);

"**Additional Security Document**" means any security document which is entered into by the Issuer in respect of the Securities in addition to the Trust Deed;

"**Adjusted Asset Redemption Event**" means any of the Reference Securities is, for any reason, redeemed or otherwise terminated prior to its scheduled redemption or termination date (as at the later of its issue date or the Trade Date) other than:

- (a) where RCA Maturity Call is specified as applicable in the applicable Final Terms, where any of the Reference Securities are redeemed in whole or in part on or after the RCA Call Date (each date of such redemption, a "**RCA Maturity Call Option Date**") for an amount at least equal to the principal amount of the Reference Securities which is being redeemed plus accrued interest thereon (each, a "**RCA Maturity Call Option Event**"); or
- (b) where RCA Maturity Call is not specified as applicable in the applicable Final Terms, where the Reference Securities are redeemed on the RCA Call Date as a result of the RCA Issuer validly exercising its RCA Call;

"**Adjusted Collateral Sale Proceeds**" means an amount equal to the Collateral Sale Proceeds in respect of the relevant Affected Reference Securities less an amount equal to the aggregate of (i) any amounts payable in respect of any Trustee's fees, costs and expenses and (ii) the fees, costs and expenses (if any) incurred by the Issuer and/or the Custodian in the sale of the relevant Affected Reference Securities (if any);

"**Affected Reference Securities**" means a Reference Security (a) in respect of which the aggregate RCA Nominal Amount relating thereto has not been paid in full to the Issuer and (b) a Partial Early Redemption Event has occurred in respect thereof;

"**Affected Security Amount**" means:



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- (a) in respect of an Affected Reference Security, the Instalment Amount specified in respect of such Reference Securities in the applicable Final Terms; or
  - (b) in respect of an Additional Disposal Reference Security, the Unwound Instalment Portion,
- in each case divided by the number of Securities outstanding;

**"Aggregate Delivery Share"** means (a) the Collateral Assets Value in respect of the Securities less (b) the Delivery Reduction Amount applicable to the Securities as determined by the Calculation Agent and confirmed in writing to the Trustee;

**"Aggregate Early Redemption Delivery Share"** means, in respect of the Securities, (a) the Collateral Assets Value in respect of the Securities less (b) the Early Redemption Delivery Reduction Amount applicable to such Securities;

**"Alternative Early Redemption Amount"** means a *pro rata* share of an amount, subject to a minimum of zero, equal to (a) the Collateral Sale Proceeds less (b) the RCA Interest Deduction Amount;

**"Annex Early Redemption Event"** means where:

- (a) an Annex to the Conditions is applicable in addition to this Annex 12, and/or in accordance with Condition 7(o) (in the case of Notes) or Condition 8(o) (in the case of Certificates), the Calculation Agent notifies the Issuer that an event has occurred in respect of which the Calculation Agent acting in good faith and in a commercially reasonable manner determines it is not possible to make an adjustment in respect of such event and that the Securities should be redeemed early as contemplated in either (i) such Annex or (ii) Condition 7(o) (in the case of Notes) or Condition 8(o) (in the case of Certificates), as the case may be;
- (b) where Annex ERE is specified as applicable in the applicable Final Terms, the Issuer elects to redeem the Securities in accordance with Condition 7(u) or 7(v) (in the case of Notes) or Condition 7(a) or 7(b) (in the case of Certificates);
- (c) Collateral Linked Condition 3.9 is applicable, the Calculation Agent determines that the Securities are to be redeemed following a RCA Merger Event; and/or
- (d) Adjusted Events is specified as applicable in the applicable Final Terms, a RCA Tax Event or a RCA Change in Law Event occurs;

**"Asset Default Event"** means a RCA Issuer or any RCA Guarantor fails to perform or observe any of its obligations under the relevant Reference Securities and the failure continues after the expiration of any applicable grace period or the occurrence of any event (including, but not limited to, default, event of default, or other similar condition or event (howsoever described)) that results in Reference Securities becoming capable of being declared due and payable for any reason (including by reason of default in payment) before they would otherwise have been due and payable;

**"Asset Payment Default Event"** means there is a payment default (howsoever described) in respect of any of the relevant Reference Securities relating to the Securities;

**"Asset Payment Shortfall Event"** means one or more of the following occurs:

- (a) there is a payment default (howsoever described) in respect of any of the Reference Securities;

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- (b) the aggregate amount received by the Issuer in respect of the Reference Securities on any Scheduled RCA Interest Payment Date (net of any Tax Liability (save where Adjusted Events is specified as applicable in the applicable Final Terms)) is less than the aggregate RCA Interest Amount scheduled to be received by the Issuer on such Scheduled RCA Interest Payment Date;
- (c) the aggregate amount received by the Issuer in respect of the Reference Securities on a Scheduled Final Bond Payment Date (net of any Tax Liability (save where Adjusted Events is specified as applicable in the applicable Final Terms)) or any other date on which repayment of principal is scheduled to be made (a "**Further RCA Principal Payment Date**") is less than the aggregate Scheduled Final Bond Payments or other amount of principal scheduled to be received by the Issuer on such Scheduled Final Bond Payment Date or Further RCA Principal Payment Date, as the case may be;
- (d) any deferral, postponement, capitalisation or reduction (in part or in full) of one or more interest payments under the relevant Reference Securities and/or reduction of the applicable RCA Interest Rate set out in the terms of the relevant Reference Securities as of the Trade Date (after taking account of any adjustments for non-business days) (an "**Unscheduled Interest Deferral Event**"), regardless of whether or not such Unscheduled Interest Deferral Event is permitted by the terms of such Reference Securities and whether or not such Unscheduled Interest Deferral Event leads to an event of default under the terms of the Reference Securities and no regard shall be had as to whether any such interest payment is (a) deferred or postponed for potential later payment or (b) is reduced (in part or in full) with no possibility for later payment; or
- (e) any deferral, postponement or reduction (in part or in full) of the scheduled repayment of principal under the relevant Reference Securities as set out in the terms of the relevant Reference Securities as of the Trade Date (after taking account of any adjustments for non-business days) (an "**Unscheduled Principal Deferral Event**"), regardless of whether or not such Unscheduled Principal Deferral Event is permitted by the terms of such Reference Securities or whether or not such Unscheduled Principal Deferral Event leads to an event of default under the terms of the Reference Securities and no regard shall be had as to whether any such payment is (a) deferred or postponed for potential later payment or (b) is reduced (in part or in full) with no possibility for later payment;

For the purposes only of determining whether any of the events in paragraphs (b) and (c) above has occurred, any Reference Securities which have been transferred to the Collateral Exchange Counterparty under the Collateral Exchange Agreement (if any) and/or to the Swap Counterparty under a Credit Support Document in connection with the Securities shall be deemed to be held still by the Issuer for the purposes of determining any scheduled amounts or payments due in respect thereof and any reference to the "aggregate amount received by the Issuer" shall be deemed to include the amounts received by the Collateral Exchange Counterparty in respect of any Reference Securities which have been transferred by the Issuer in connection with the Securities to the Collateral Exchange Counterparty under the Collateral Exchange Agreement and/or the amounts received by Swap Counterparty in respect of any Reference Securities which have been transferred by the Issuer in connection with the Securities under a Credit Support Document;

"**Asset Redemption Event**" means any of the Reference Securities is, for any reason, redeemed or otherwise terminated prior to its scheduled redemption or termination date as at the later of its issue date or the Trade Date;

**"Available Reference Securities"** means (a) where the Issuer has not entered into a Collateral Exchange Agreement or a Credit Support Document, the Reference Securities or (b) where the Issuer has entered into a Collateral Exchange Agreement and/or a Credit Support Document, a nominal amount of Reference Securities equal to the sum of (i) the nominal amount of any Reference Securities which have not been transferred to a relevant Related Agreement Counterparty (as at the time the relevant Related Agreement is terminated) and (ii) the nominal amount of Equivalent Securities in respect of the Reference Securities (if any) which the Issuer receives from a relevant Related Agreement Counterparty upon or in connection with the termination of an applicable Related Agreement in accordance with the terms of such Related Agreement;

**"Calculated Disposal Reference Nominal Amount"** means, in connection with a purchase of Securities by the Issuer in accordance with Condition 7(i) (in the case of Notes) or Condition 8(i) (in the case of Warrants), the nominal amount of the proportion of the Reference Securities equal to the proportion that the aggregate Nominal Value of Purchased Securities represents of the aggregate Nominal Value of the Securities;

**"CDS Credit Event"** means, where Annex 10 (Additional Terms and Conditions for Credit Linked Securities) applies to the Securities, an Event Determination Date (as defined in Annex 10) occurs as determined in accordance with Annex 10 in respect of a relevant Reference Entity (as defined in Annex 10);

**"Collateral Assets"** means, in respect of any series of Securities, the applicable Reference Securities (and/or, for the avoidance of doubt, where the context requires, the Issuer's rights relating thereto), and any securities delivered to the Custodian as Replacement Collateral Assets or Credit Support Assets, together with, in each case, any accrued interest, redemption proceeds, income or other assets derived from such securities to the extent held in the relevant Custody Account but shall not include any Collateral Assets, Equivalent Securities to Credit Support Assets which have been withdrawn from a Custody Account in accordance with the relevant Related Agreement(s), the relevant Credit Support Document(s), the Agency Agreement and/or any accrued interest, redemption proceeds, income or other assets derived from such securities to the extent such amounts are used by the Issuer to pay regular scheduled payments due under a Related Agreement;

**"Collateral Assets Value"** means, in respect of a series of Securities, an amount equal to the aggregate nominal amount of Reference Securities held by the Issuer in the relevant Custody Account in respect of such series of Securities;

**"Collateral Disposal Agent"** has the meaning given to it in Collateral Linked Condition 3.2;

**"Collateral Enforcement Proceeds"** means, in respect of a series of Securities, the product of (i) the proceeds of realisation of, or enforcement with respect to, the relevant Charged Assets and (ii) the Collateralised Percentage;

**"Collateral Exchange Agreement"** means an agreement between the Issuer and the Collateral Exchange Counterparty under which the Issuer may be required to transfer the relevant Reference Securities to the Collateral Exchange Counterparty and in return receive Replacement Collateral Assets from the Collateral Exchange Counterparty as described in Collateral Linked Condition 2.2;

**"Collateral Exchange Agreement Termination Payment"** means the termination payment due between the Issuer and the Collateral Exchange Counterparty upon early termination of the Collateral Exchange Agreement calculated in accordance with the terms of the relevant Collateral Exchange Agreement;

**"Collateral Exchange Counterparty"** means the entity specified as such in the applicable Final Terms;

**"Collateral Physical Settlement"** means, following the occurrence of an Early Redemption Event, the relevant Reference Securities are to be delivered to the Holders of Securities in accordance with Collateral Linked Condition 3.4 and shall only apply to a series of Securities where "Collateral Physical Settlement" is specified as applicable in the applicable Final Terms;

**"Collateral Sale Proceeds"** means the product of (a) net proceeds of the sale of the relevant Collateral Assets relating to the relevant series of Securities (including, where applicable, in accordance with the terms of Collateral Linked Condition 3.3, the net proceeds of sale of any Credit Support Assets and/or Replacement Collateral Assets relating to such series of Securities) and/or, where the relevant Collateral Assets have redeemed prior to any sale or where otherwise applicable (including where no sale of Collateral Assets is to take place pursuant to Collateral Linked Condition 3.2), the redemption proceeds received from any such Collateral Assets which are not required to be paid by the Issuer to the Swap Counterparty or other applicable Related Agreement Counterparty, in each case in accordance with the relevant Related Agreement and (b) the Collateralised Percentage;

**"Collateral Trigger Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Collateral Valuation Date"** means the Initial Collateral Valuation Date and each subsequent date within the Collateral Valuation Period in which the Issuer or the Collateral Disposal Agent attempts to obtain firm bid quotations from dealers (including BNP Paribas) following the occurrence of an Early Redemption Event;

**"Collateral Valuation Period"** means a period of two months following the delivery of an Early Redemption Notice by, or on behalf of, the Issuer;

**"Collateralisation Level"** means, the percentage specified as such in the applicable Final Terms or if no such percentage is specified, 100 per cent.;

**"Collateralised Percentage"** means, subject to a minimum of zero, the Collateralisation Level less the Excess Collateral Percentage;

**"Credit Notional Value Repack Securities"** means Securities to which this Annex 12 applies and to which Annex 10 (Additional Terms and Conditions for Credit Linked Securities) is also specified to apply in the applicable Final Terms;

**"Credit Partial Redemption"** has the meaning given to it in Collateral Linked Condition 3.5;

**"Credit Partial Redemption Amount"** has the meaning given to it in Collateral Linked Condition 3.5;

**"Credit Settlement Amount"** means (a) where Auction Settlement is specified as applicable in the applicable Final Terms, the Auction Settlement Amount (as defined in Annex 10) or (b) where Cash Settlement is specified as applicable in the applicable Final Terms or is the Fallback Settlement Method (as defined in Annex 10) specified in the Final Terms and a Fallback Settlement Event (as defined in Annex 10) occurs, the Credit Cash Settlement Amount (as defined in Annex 10);

**"Credit Support Assets"** means the assets which are transferred to the Issuer as collateral under a Credit Support Document or as margin securities under a Repurchase Agreement or as collateral under a Collateral Exchange Agreement;

**"Credit Support Document"** means a 1995 ISDA credit support annex (Bilateral Form – Transfer)(ISDA Agreements Subject to English Law) or such other document which is specified as such in the applicable Final Terms;

**"Credit Support Sale Proceeds"** means the net proceeds of the sale of the relevant Credit Support Assets relating to the relevant series of Securities, and/or, where applicable the redemption proceeds received from any such Credit Support Assets; and, where such term is used in or in connection with Collateral Linked Condition 3.4 and a Collateral Exchange Agreement has been entered into in connection with the series of Securities, shall also include the net proceeds of the sale of the relevant Replacement Collateral Assets relating to the relevant series of Securities, and/or, where applicable the redemption proceeds received from any such Replacement Collateral Assets;

**"Delivery Reduction Amount"** means the aggregate nominal amount of Reference Securities which are sold to make payments due in priority to the Holders of Securities in accordance with the applicable Order of Priority;

**"Delivery Share"** means, in respect of a series of Securities, the *pro rata* share of a Security within such series in the Aggregate Delivery Share applicable to such series of Securities as determined by the Calculation Agent and confirmed in writing to the Trustee;

**"Early Redemption Additional Proceeds Amount"** means the sum of any Swap Agreement Termination Payment, Repurchase Agreement Termination Payment and Collateral Exchange Agreement Termination Payment (where applicable) payable to the Issuer which is received by the Issuer;

**"Early Redemption Amount"** means, save as provided in Collateral Linked Condition 3.7(b), 3.7(c) or 3.7(d) (where applicable), a *pro rata* share per Security of an amount, subject to a minimum of zero equal to the Collateral Sale Proceeds plus (a)(i) any Swap Agreement Termination Payment received by the Issuer from the Swap Counterparty, (ii), where applicable, any Repurchase Agreement Termination Payment received by the Issuer from the Repo Counterparty and (iii) where applicable, any Collateral Exchange Agreement Termination Payment received by the Issuer from the Collateral Exchange Counterparty less (b) any Early Redemption Costs provided that:

- (a) where Alternative Early Redemption Amount is specified as applicable in the applicable Final Terms, such amount will be determined in accordance with the definition of Alternative Early Redemption Amount; and
- (b) where Early Redemption at Maturity is specified as applicable in the applicable Final Terms, (i) if the Issuer has delivered an Early Redemption Notice which relates to an Early Redemption Event which is not an Annex Early Redemption Event or a Swap Agreement Termination Event and subsequently serves an Early Redemption Notice in respect of an Intervening Early Redemption Event on or after the Early Redemption Determination Date, the Early Redemption Amount shall be calculated in respect of the Early Redemption Event specified in the first Early Redemption Notice which is delivered and no Early Redemption Amount will be determined in respect of the Intervening Early Redemption Event specified in the subsequent Early Redemption Notice and (ii) if the Issuer has delivered an Early Redemption Notice which relates to an Early Redemption Event which is not an Annex Early Redemption Event or a Swap Agreement Termination Event and subsequently

delivers an Early Redemption Notice in respect of an Intervening Early Redemption Event prior to the Early Redemption Determination Date, the Early Redemption Amount shall be calculated in respect of the Early Redemption Event specified in the second Early Redemption Notice which is delivered and no Early Redemption Amount will be determined in respect of the Early Redemption Event specified in the prior Early Redemption Notice;

**"Early Redemption Costs"** means, as determined by the Calculation Agent, an amount equal to the aggregate of (i) any amounts payable in respect of any Trustee's fees, costs and expenses, (ii) the fees, costs and expenses (if any) incurred by the Issuer and/or the Custodian in the sale of the Reference Securities, (if any) (iii) any Swap Agreement Termination Payment due from the Issuer to the Swap Counterparty, (iv) any Repurchase Agreement Termination Payment (where applicable) due from the Issuer to the Repo Counterparty, (v) any Collateral Exchange Agreement Termination Payment (where applicable) due from the Issuer to the Collateral Exchange Counterparty and (vi) where the Securities are Credit Notional Value Repack Securities and the relevant Early Redemption Event is a CDS Credit Event, *a pro rata* share per Security of any Credit Settlement Amount payable by the Issuer under the applicable Credit Default Swap Agreement (or Swap Agreement, as the case may be) entered into by the Issuer with the Swap Counterparty;

**"Early Redemption Date"** means, in respect of a series of Securities:

- (a) the date falling 10 Business Days following the sale of the relevant Collateral Assets by the Issuer in accordance with the Collateral Linked Conditions or, if the relevant Collateral Assets are redeemed prior to the sale of such Collateral Assets or an Adjusted Asset Redemption Event, Asset Redemption Event, RCA Makewhole Event or RCA Call Event is the subject of the relevant Early Redemption Notice and Collateral Sale is not specified as applicable in the applicable Final Terms in respect of the relevant Early Redemption Event, the date falling 10 Business Days following the receipt of the relevant redemption proceeds;
- (b) if the Issuer has been unable to sell the Collateral Assets in accordance with the Collateral Linked Conditions or has received a firm bid quotation of zero in accordance with the Collateral Linked Conditions, the Business Day following the end of the Collateral Valuation Period;
- (c) where the Securities are Credit Notional Value Repack Securities and the relevant Early Redemption Event is the occurrence of a CDS Credit Event, the date falling 10 Business Days following the later of (i) the sale of the relevant Collateral Assets by the Issuer in accordance with the Collateral Linked Conditions and (ii) the date on which the amount payable under the Credit Default Swap Agreement (or Swap Agreement, as the case may be) entered into by the Issuer with the Swap Counterparty is determined; or
- (d) such other date specified as the Early Redemption Date in the applicable Final Terms;

**"Early Redemption Delivery Reduction Amount"** means the aggregate nominal amount of Reference Securities which are sold by the Issuer to finance payment of any Early Redemption Costs;

**"Early Redemption Delivery Share"** means, in respect of a series of Securities, the pro rata share of a Security within such series in the Aggregate Early Redemption Delivery Share applicable to such series of Securities;

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**"Early Redemption Determination Date"** means the date determined in accordance with paragraphs (a), (b), (c) or (d) of the definition of Early Redemption Date, to the extent applicable in respect of the relevant Early Redemption Event;

**"Early Redemption Event"** means the occurrence of one or more of the following events as specified as applicable in the applicable Final Terms in respect of the relevant Securities:

- (a) Adjusted Asset Redemption Event;
- (b) Annex Early Redemption Event;
- (c) Asset Payment Default Event;
- (d) Asset Default Event;
- (e) Asset Redemption Event;
- (f) Asset Payment Shortfall Event;
- (g) CDS Credit Event;
- (h) MTM Trigger Redemption Event;
- (i) RCA Change in Law Event;
- (j) RCA Call Event;
- (k) RCA Interest Deferral or Reduction Event;
- (l) RCA Makewhole Event;
- (m) RCA Payment Default Event;
- (n) RCA Principal Deferral or Reduction Event;
- (o) RCA Regulatory Event;
- (p) RCA Repudiation/Moratorium Event;
- (q) RCA Restructuring Event;
- (r) RCA Tax Event;
- (s) RCA Issuer Bankruptcy Event;
- (t) RCA Issuer/Parent Bankruptcy Event;
- (u) RCA Issuer Bond Failure to Pay Event;
- (v) RCA Issuer Bond Restructuring Event;
- (w) RCA Issuer/Parent Payment Default Event;
- (x) RCA Issuer/Parent Restructuring Event;
- (y) RCA Issuer/Parent Governmental Intervention Event;

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- (z) RCA Issuer/Parent Obligation Acceleration Event;
- (aa) RCA Issuer/Parent Repudiation/Moratorium Event;
- (bb) Related Agreement Termination Event;
- (cc) RCA Non-Call Event;
- (dd) Standard Early Redemption Event;
- (ee) Obligor Early Redemption Event; and
- (ff) Other Early Redemption Event,

provided that, in respect of a series of Securities, different Early Redemption Events may be expressed to apply to each of the RCA Issuer, RCA Guarantor, RCA Parent, as specified in the applicable Final Terms;

**"Early Redemption Notice"** means a notice delivered by the Issuer to the Holders of Securities in accordance with Condition 18 (in the case of Notes) or Condition 19 (in the case of Certificates) stating that an Early Redemption Event has occurred on or after the Event Trigger Date applicable to a series of Securities provided that, for the avoidance of doubt, where "Early Redemption at Maturity" is specified as applicable in the applicable Final Terms and the Issuer has delivered an Early Redemption Notice in respect of an Early Redemption Event which is not an Annex Early Redemption Event or a Swap Agreement Termination Event, it may deliver a subsequent Early Redemption Notice relating to an Intervening Early Redemption Event to the Holders in accordance with Condition 18 (in the case of Notes) or Condition 19 (in the case of Certificates) stating that such Intervening Early Redemption Event has occurred;

**"Early Residual Proceeds Amount"** has the meaning given to it in Collateral Linked Condition 3.4;

**"Enforcement Event"** means, in the case of Notes, the enforcement of the security for the Notes in accordance with Condition 12 of the Notes following the occurrence of a Note Acceleration or, in the case of Certificates, the enforcement of the security for the Certificates in accordance with Condition 14 of the Certificates following the occurrence of a Certificate Acceleration;

**"Equivalent Securities"** means securities which are equivalent to Reference Securities where securities are "equivalent" to the relevant Reference Securities for the purposes of these Collateral Linked Conditions if they are (a) issued by the same issuer, (b) part of the same issue and (c) of an identical type, nominal amount, description and amount as those other securities;

**"Event Trigger Date"** means the Trade Date or such other date specified in the applicable Final Terms where such date shall not be adjusted in accordance with any Business Day Convention;

**"Excess Collateral Amount"** has the meaning given to it in Collateral Linked Condition 3.10;

**"Excess Collateral Balance"** means, on any day, and subject to a minimum of zero, the sum of each Excess Collateral Amount which is calculated in respect of a Denomination Matching Failure Event, subject to any adjustment in accordance with Collateral Linked Condition 3.11;

**"Excess Collateral Balance Value"** means an amount equal to the product of (i) the Collateral Sale Proceeds (calculated on the basis that the Collateralised Percentage is equal to 100 per cent) (in the case of an Early Redemption Event) or the Collateral Enforcement Proceeds (calculated on the basis



that the Collateralised Percentage is equal to 100 per cent) (in the case of an Enforcement Event) and (ii) the Excess Collateral Percentage;

**"Excess Collateral Percentage"** means, on any day, the proportion of the aggregate RCA Nominal Amount of the Reference Securities represented by the Excess Collateral Balance (expressed as a percentage);

**"Final RCA Maturity Call Option Date"** means the RCA Maturity Call Option Date in respect of which the Reference Securities are redeemed in full;

**"Final Security Value"** means, in respect of a Security, (a) the relevant Security's nominal value or (b) if Partial Nominal Value Collateralisation is specified as applicable in the applicable Final Terms relating thereto, the product of (i) the nominal value of such Security and (ii) the Collateralisation Level applicable to the relevant series of Securities;

**"Governmental Authority"** means (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof); (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body; (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the relevant RCA Issuer, the relevant RCA Reference Entity or some or of all of its obligations; or (iv) any other authority which is analogous to any of the entities specified in (i) to (iii).

**"Haircut"** means a percentage by which the market value of a Reference Security is discounted to mitigate possible depreciation in the value of the relevant Reference Security in the period between the last valuation of such Reference Security under the Repurchase Agreement and the realisation of such Reference Security.

**"Initial Collateral Valuation Date"** means a Business Day in the Initial Collateral Valuation Period, as selected by the Issuer;

**"Initial Collateral Valuation Period"** means a period of one month following the delivery of an Early Redemption Notice by, or on behalf of, the Issuer;

**"Initial Posting Date"** means (a) the Issue Date or such other date or dates specified in the applicable Final Terms (the **"Scheduled Initial Posting Date"**) or (b) if Settlement Grace Period is specified as applicable in the applicable Final Terms, the date or dates falling not later than the number of Business Days equal to the Reference Securities Grace Period following such Scheduled Initial Posting Date;

**"Instalment Amount"** means, in respect of Instalment Notes where RCA Instalment Notes is not specified as applicable or in respect of Instalment Certificates where RCA Instalment Certificates is not specified as applicable in the applicable Final Terms, as the case may be, the amount specified in the applicable Final Terms, or, where RCA Instalment Notes or RCA Instalment Certificates is specified as applicable in the applicable Final Terms:

- (a) the RCA Instalment Amount specified in respect of the relevant Reference Security in the applicable Final Terms, as may be reduced in the same proportion as the aggregate Nominal Outstanding of the Securities is reduced in connection with any purchase and cancellation of the Securities (the **"Full Instalment Amount"**); less, where Additional RCA Disposal is specified as applicable in the applicable Final Terms,

- (b) any Unwound Instalment Portion applicable to such Reference Securities where such Reference Securities are Additional Disposal Reference Securities but the Unwound Instalment Portion is lower than the Full Instalment Amount in respect of such Reference Securities,

divided by the number of Securities outstanding;

**"Instalment Date"** means, in respect of an Instalment Amount, the Interest Payment Date immediately following the relevant RCA Maturity Date, or as the case may be, the relevant RCA Call Date relating to the Reference Securities to which the relevant Instalment Amount relates which Interest Payment Date shall be specified as the RCA Instalment Date in the applicable Final Terms or such other date specified as the Instalment Date in the applicable Final Terms;

**"Intervening Early Redemption Date"** means the date falling five Business Days following the day on which the Issuer delivers an Early Redemption Notice in respect of an Intervening Early Redemption Event to the Noteholders in accordance with Condition 18 of the Notes or, as the case may be, to the Certificateholders in accordance with Condition 19 of the Certificates or such other date as provided for under Collateral Linked Condition 3.13;

**"Intervening Early Redemption Event"** means the occurrence of a Swap Agreement Termination Event and/or an Annex Early Redemption Event and/or such other Early Redemption Event (if any) which is specified as an Intervening Early Redemption Event in the applicable Final Terms where the Issuer has previously delivered an Early Redemption Notice which relates to an Early Redemption Event which is a RCA Linked Early Redemption Event;

**"ISDA"** means the International Swaps and Derivatives Association, Inc.;

**"Margin Securities"** means securities which have been delivered as collateral by the Repo Counterparty to the Issuer under the Repurchase Agreement;

**"Matching Quotation"** has the meaning given to it in Collateral Linked Condition 3.3;

**"Minimum Number of Quotations"** means the number of quotations specified in the applicable Final Terms;

**"MTM Trigger Redemption Event"** means the occurrence of a Swap MTM Event, a Reference Securities MTM Event or a Securities MTM Event, in each case provided that such event is specified as applicable in the applicable Final Terms;

**"MTM Trigger Valuation Method"** means:

- (a) where Calculation Agent Valuation is specified as applicable in the applicable Final Terms, the price determined by the Calculation Agent; or
- (b) where Dealer Poll Valuation is specified as applicable in the applicable Final Terms, the highest firm bid price obtained by the Calculation Agent having requested firm bid prices from at least three dealers (one of which may be BNP Paribas) on any Business Day, provided that where no firm bid prices can be obtained, the bid price determined by the Calculation Agent;

**"Nominal Amount"** means, in respect of any Note, a nominal amount equal to the Calculation Amount of such Security;

**"Nominal Outstanding"** means:

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- (a) in respect of a Certificate, on any day, the initial Notional Amount of the Certificate (as at its Issue Date) less the sum of (i) each Instalment Amount which has been paid by the Issuer in accordance with Collateral Linked Condition 3.16(b) (*RCA Instalment Certificates*), the Instalment Date for which has occurred on or prior to the relevant day and (ii) each Affected Security Amount; and
- (b) in respect of a Note, on any day, the initial Nominal Amount of the Note (as at its Issue Date) less the sum of (i) each Instalment Amount which has been paid by the Issuer in accordance with Collateral Linked Condition 3.15(d) (*Instalments*), the Instalment Date for which has occurred on or prior to the relevant day and (ii) each Affected Security Amount;

**"nominal value"** or **"Nominal Value"** means, in respect of any Note, the Nominal Amount of such Security and, in respect of any Certificate, the Notional Amount of such Security;

**"Obligation Currency"** means the currency or currencies in which an Obligation is denominated;

**"Obligor Early Redemption Event"** means the occurrence of one or more of the following events:

- (a) RCA Issuer/Parent Bankruptcy Event;
- (b) RCA Issuer/Parent Payment Default Event;
- (c) RCA Issuer/Parent Governmental Intervention Event;
- (d) RCA Issuer/Parent Obligation Acceleration Event;
- (e) RCA Issuer/Parent Repudiation/Moratorium Event; and
- (f) RCA Issuer/Parent Restructuring Event;

**"Other Currency"** has the meaning given to it in Collateral Linked Condition 2.5;

**"Other Early Redemption Event"** means the occurrence of one or more of the following events:

- (a) CDS Credit Event;
- (b) MTM Trigger Redemption Event;
- (c) RCA Call Event; and
- (d) RCA Makewhole Event;

**"Over Collateralisation Level"** is the percentage specified as such in the applicable Final Terms;

**"Par Redemption Period"** means the period specified in the applicable Final Terms;

**"Partial Early Redemption Amount"** means a *pro rata* share per Security of an amount equal to the Collateral Sale Proceeds relating to the Affected Reference Security plus (a)(i) any Swap Agreement Termination Payment received by the Issuer from the Swap Counterparty and (ii) where applicable, any Collateral Exchange Agreement Termination Payment received by the Issuer from the Collateral Exchange Counterparty, less (b) any Early Redemption Costs;

**"Partial Early Redemption Date"** means the date falling 10 Business Days following the sale of the relevant Affected Reference Security by the Issuer in accordance with the Collateral Linked Conditions or, if the relevant Affected Reference Security is redeemed prior to the sale of such

Collateral Assets or an Adjusted Asset Redemption Event or Asset Redemption Event is the subject of the relevant Early Redemption Notice, the date falling 10 Business Days following the receipt of the relevant redemption proceeds;

**"Partial Early Redemption Event"** means the occurrence of any Early Redemption Event specified in the Final Terms with respect to one or more of the Reference Securities where not all of the Reference Securities are Affected Reference Securities provided that (a) if a Partial Early Redemption Event occurs with respect to a Reference Security and there are no other Reference Securities in respect of which a Partial Early Redemption Event has not occurred, such event shall be treated as an Early Redemption Event and (b) if an Early Redemption Event occurs which is a Related Agreement Termination Event where the relevant Related Agreement is to terminate in full, such event shall constitute an Early Redemption Event and not a Partial Early Redemption Event;

**"Partial Redemption"** has the meaning given to it in Collateral Linked Condition 3.6;

**"Physical Delivery Securities"** means Physical Delivery Notes where the Securities are Notes or Physical Delivery Certificates where the Securities are Certificates, as the case may be;

**"Rating"** means the senior unsecured debt rating assigned by the three rating agencies: Moody's Investor Service, Inc., S&P Global Ratings Europe Limited and Fitch Ratings or any of them, it being understood that if the ratings assigned in respect of an entity are not equivalent, only the highest one(s) will be taken into consideration;

**"RCA Call"** means any right of a RCA Issuer to redeem the relevant Reference Securities early on the RCA Call Date in accordance with the terms thereof;

**"RCA Call Date"** means the date specified in the applicable Final Terms (as such date is adjusted for non-business days in accordance with the terms of the Reference Securities);

**"RCA Call Event"** means a RCA Issuer elects to exercise any option it has under the terms of the relevant Reference Securities to redeem such Reference Securities in accordance with their terms (including, without limitation, where a RCA Residual Maturity Call Option Event occurs) other than where

- (a) RCA Makewhole Event is an applicable Early Redemption Event and a RCA Makewhole Event occurs; or
- (b) RCA Maturity Call and Par Redemption are specified as applicable in the applicable Final Terms and a RCA Maturity Call Option Event occurs in the relevant Par Redemption Period,

provided that such event shall be deemed to occur as of the later of (i) the relevant event being notified to the holders of the relevant Reference Securities by, or on behalf, of the relevant RCA Issuer and (ii) the earlier of the Issuer or the Calculation Agent becoming aware of the occurrence of such event;

**"RCA Change in Law Event"** means on or after the Event Trigger Date, (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any law or regulation in respect of tax, solvency or capital requirements), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing or financial authority), or the combined effect thereof if occurring more than once, the Issuer or the Calculation Agent determines in good faith and in a commercially reasonable manner that it has become illegal for (i) the Issuer to perform its obligations in respect of any Securities or the Swap Counterparty to

perform its obligations in respect of any Swap Agreement, (ii) for the Issuer to hold, acquire or dispose of relevant hedge positions relating to any Securities or for the Swap Counterparty to hold, acquire or dispose of relevant hedge positions relating to any Swap Agreement save where such an event in (A) or (B) would constitute an Additional Disruption Event or an Optional Additional Disruption Event (in the case of Index Linked Securities, Share Linked Securities, Commodity Linked Securities, Currency Linked Securities, Underlying Interest Rate Linked Securities or ETI Linked Securities) or an Extraordinary Fund Event (in the case of Fund Linked Securities) or an Extraordinary ETI Event (in the case of ETI Linked Securities) or the Securities are Inflation Linked Securities or an Additional Credit Linked Security Disruption Event (in the case of Credit Linked Securities), or (iii) for the Issuer to hold, acquire or dispose of any Reference Securities;

**"RCA Early Call Event"** means where RCA Makewhole Event is specified as applicable in the applicable Final Terms and a RCA Makewhole Event occurs, the occurrence of such RCA Makewhole Event or, where RCA Call Event is specified as applicable in the applicable Final Terms and a RCA Call Event occurs, the occurrence of such RCA Call Event;

**"RCA Guarantor"** means each guarantor of the relevant RCA Issuer's obligations in respect of any Reference Securities;

**"RCA Interest Amount"** means the interest amount calculated in respect of an amount of Reference Securities, equal to the RCA Nominal Amount in accordance with the terms and conditions of the Reference Securities (as at the Trade Date) and calculated by reference to the RCA Interest Rate applicable to the Reference Securities;

**"RCA Interest Deduction Amount"** means the sum of (a) any RCA Interest Amounts that would be payable in respect of a nominal amount of the Reference Securities equal to the RCA Nominal Amount on the date the relevant Early Redemption Event has occurred (the **"Reference RCA Nominal Amount"**), from, and including, the Early Redemption Date to, and including, the scheduled Maturity Date of the Notes or the scheduled Redemption Date of the Certificates, as the case may be, (and, for this purpose, where the RCA Interest Rate is not a fixed rate, the interest rate applicable to the Reference Securities for the period during which the relevant Early Redemption Event has occurred, shall be used to calculate the RCA Interest Amounts for the purposes of this sub-paragraph (a)) as if no Early Redemption Event had occurred and the Issuer held the Reference RCA Nominal Amount of the Reference Securities until, and including, the Maturity Date of the Notes or the Redemption Date of the Certificates, as the case may be, and (b) any RCA Interest Amounts payable on any Scheduled RCA Interest Payment Date in respect of the Reference RCA Nominal Amount of Reference Securities prior to the Early Redemption Date which were not paid prior to the Early Redemption Date;

**"RCA Interest Deferral or Reduction Event"** means any deferral, postponement, capitalisation or reduction (in part or in full) of one or more interest payments under the relevant Reference Securities and/or reduction of the applicable RCA Interest Rate set out in the terms of the relevant Reference Securities as of the Trade Date (after taking account of any applicable grace period under the terms of the relevant Reference Securities and adjustments for non-business days) (an **"Interest Deferral Event"**), regardless of whether or not such Interest Deferral Event is permitted by the terms of such Reference Securities and whether or not such Interest Deferral Event leads to an event of default under the terms of the Reference Securities and no regard shall be had as to whether any such interest payment is (a) deferred or postponed for potential later payment or (b) is reduced (in part or in full) with no possibility for later payment;

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**"RCA Interest Rate"** means the interest rate applicable to the relevant Reference Securities in accordance with the terms and conditions of the Reference Securities (as at the Trade Date);

**"RCA Issuer"** means the issuer or primary obligor in respect of any of the relevant Reference Securities or the Successor thereto;

**"RCA Issuer Bankruptcy Event"** means the RCA Issuer or RCA Guarantor in respect of any of the relevant Reference Securities:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition: (i) 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 (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) 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;
- (g) 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 dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-paragraphs (a) to (g) (inclusive) above;

**"RCA Issuer Bonds"** means:

- (a) any obligation of the relevant RCA Reference Entity (either directly or as provider of a Relevant Guarantee) which is a Bond and having each of the Obligation Characteristics, if any, specified in respect thereof, in each case, immediately prior to the Early Redemption Event which is the subject of the Early Redemption Notice; and
- (b) the relevant Reference Obligations,

in each case, unless it is an Excluded Obligation;

**"RCA Issuer Bond Failure to Pay Event"** means, after the expiration of any applicable grace period (after the satisfaction of any conditions precedent to the commencement of such grace period), the failure by a RCA Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more RCA Issuer Bonds in accordance with the terms of such RCA Issuer Bonds at the time of such failure.

If an occurrence that would constitute a RCA Issuer Bond Failure to Pay Event (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a RCA Issuer Bond Failure to Pay Event unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination;

**"RCA Issuer Bond Restructuring Event"** means:

- (a) that, with respect to one or more RCA Issuer Bonds and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the relevant RCA Reference Entity or a Governmental Authority and a sufficient number of holders of such RCA Issuer Bond to bind all holders of such RCA Issuer Bond or is announced (or otherwise decreed) by the RCA Reference Entity or a Governmental Authority in a form that binds all holders of such RCA Issuer Bonds (including, in each case by way of an exchange), and such event is not expressly provided for under the terms of such RCA Issuer Bond in effect as of the later of the Event Trigger Date and the date as of which such RCA Issuer Bond is issued:
  - (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
  - (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
  - (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest, or (B) the payment of principal or premium;
  - (iv) a change in the ranking in priority of payment of any RCA Issuer Bond, causing the Subordination of such RCA Issuer Bond to any other RCA Issuer Bond; or
  - (v) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).
- (b) Notwithstanding the provisions of (a) above, none of the following shall constitute a RCA Issuer Bond Restructuring Event:
  - (i) the payment in euros of interest, principal or premium in relation to a RCA Issuer Bond denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty

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establishing the European Community, as amended by the Treaty on European Union;

- (ii) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;
  - (iii) the occurrence of, agreement to or announcement of any of the events described in (a)(i) to (v) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
  - (iv) the occurrence of, agreement to or announcement of any of the events described in (a)(i) to (v) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the RCA Reference Entity, provided that in respect of (a)(v) only, no such deterioration in the creditworthiness or financial condition of the RCA Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.
- (c) For the purposes of (a) and (b) above, the term "RCA Issuer Bond" shall be deemed to include Underlying Obligations which are Bonds for which the RCA Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the RCA Reference Entity in (a) above shall be deemed to refer to the Underlying Obligor and the reference to the RCA Reference Entity in (b) above shall continue to refer to the RCA Reference Entity.
- (d) If an exchange has occurred, the determination as to whether one of the events described under (a)(i) to (v) above has occurred will be based on a comparison of the terms of the RCA Issuer Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

Unless "Multiple Holder Obligation" is specified as not applicable in the applicable Final Terms, notwithstanding anything to the contrary in the definition of "RCA Issuer Bond Restructuring Event" and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub paragraph (a)(i) to (a)(v) (inclusive) thereof shall not be a RCA Issuer Bond Restructuring Event unless the RCA Issuer Bond in respect of any such events is a Multiple Holder Obligation, provided that any obligation that is a Bond shall be deemed to satisfy the requirements of sub-paragraph (b) of the definition of "Multiple Holder Obligation";

**"RCA Issuer/Parent Bankruptcy Event"** means a RCA Reference Entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);



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- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition:
  - (i) 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
  - (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) 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;
- (g) 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 dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-paragraphs 0 to (g) (inclusive) above;

**"RCA Issuer/Parent Governmental Intervention Event"** means:

- (a) that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the RCA Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:
  - (i) any event which would affect creditors' rights so as to cause
    - (A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

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- (B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
  - (C) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or
  - (D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
  - (ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
  - (iii) a mandatory cancellation, conversion or exchange; or
  - (iv) any event which has an analogous effect to any of the events specified in (a)(i) to (a)(iii) above.
- (b) For purposes of (a) above, the term Obligation shall be deemed to include Underlying Obligations for which the RCA Reference Entity is acting as provider of a Guarantee;
- (c) The following provisions shall apply in respect of a RCA Reference Entity if the "CoCo Supplement" is applicable:
- (i) If, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, the operation of one or more CoCo Provisions results in (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, such event shall be deemed to constitute a RCA Issuer/Parent Governmental Intervention Event falling within paragraph (a) of the definition above.
  - (ii) A CoCo Provision shall be deemed to be a provision which permits a RCA Issuer/Parent Governmental Intervention Event for all purposes.
  - (iii) The following terms shall have the following meanings:

**"Capital Ratio"** means the ratio of capital to risk weighted assets applicable to the Obligation, as described in the terms thereof in effect from time to time

**"Coco Provision"** means, with respect to an Obligation, a provision which requires (A) a permanent or temporary reduction of the amount of principal payable at redemption or (B) a conversion of principal into shares or another instrument, in each case, if the Capital Ratio is at or below the Trigger Percentage.

**"Trigger Percentage"** means the trigger percentage specified in respect of the Reference Entity (or if no such trigger percentage is specified, 5.25 per cent.).

**"RCA Issuer/Parent Obligation Acceleration Event"** means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the RCA Reference Entity under one or more Obligations;

**"RCA Issuer/Parent Payment Default Event"** means, after the expiration of any applicable grace period (after the satisfaction of any conditions precedent to the commencement of such grace period), the failure by a RCA Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure.

If an occurrence that would constitute a RCA Issuer/Parent Payment Default Event (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a RCA Issuer/Parent Payment Default Event unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination;

**"RCA Issuer/Parent Repudiation/Moratorium Event"** means the occurrence of both of the following events:

- (a) an authorised officer of the RCA Reference Entity or a Governmental Authority:
  - (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
  - (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (b) a RCA Issuer/Parent Payment Default Event, determined without regard to the Payment Requirement, or a RCA Issuer/Parent Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date;

**"RCA Issuer/Parent Restructuring Event"** means:

- (a) that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the relevant RCA Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of such Obligation or is announced (or otherwise decreed) by the RCA Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Event Trigger Date and the date as of which such Obligation is issued or incurred:
  - (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
  - (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

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- (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest, or (B) the payment of principal or premium;
  - (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
  - (v) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).
- (b) Notwithstanding the provisions of (a) above, none of the following shall constitute a RCA Issuer/Parent Restructuring Event:
  - (i) the payment in euros of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
  - (ii) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;
  - (iii) the occurrence of, agreement to or announcement of any of the events described in (a)(i) to (v) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
  - (iv) the occurrence of, agreement to or announcement of any of the events described in (a)(i) to (v) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the RCA Reference Entity, provided that in respect of (a)(i) only, no such deterioration in the creditworthiness or financial condition of the RCA Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.
- (c) For the purposes of (a) and (b) above, the term "Obligation" shall be deemed to include Underlying Obligations for which the RCA Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the RCA Reference Entity in (a) above shall be deemed to refer to the Underlying Obligor and the reference to the RCA Reference Entity in (a) above shall continue to refer to the RCA Reference Entity.

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- (d) If an exchange has occurred, the determination as to whether one of the events described under (a)(i) to (a)(v) has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

Unless "Multiple Holder Obligation" is specified as not applicable in the applicable Final Terms, notwithstanding anything to the contrary in the definition of "RCA Issuer/Parent Restructuring Event" and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub paragraph (a)(i) to (a)(v) (inclusive) thereof shall not be a RCA Issuer/Parent Restructuring Event unless the Obligation in respect of any such events is a Multiple Holder Obligation, provided that any obligation that is a Bond shall be deemed to satisfy the requirements of sub-paragraph (b) of the definition of "Multiple Holder Obligation";

**"RCA Linked Early Redemption Event"** means each of the following Early Redemption Events, to the extent such event is specified as an Early Redemption Event in the applicable Final Terms and any other Early Redemption Event specified as a RCA Linked Early Redemption Event in the applicable Final Terms:

- (a) Adjusted Asset Redemption Event;
- (b) Asset Payment Default Event;
- (c) Asset Default Event;
- (d) Asset Redemption Event;
- (e) Asset Payment Shortfall Event;
- (f) RCA Repudiation/Moratorium Event;
- (g) RCA Restructuring Event;
- (h) RCA Interest Deferral or Reduction Event;
- (i) RCA Principal Deferral or Reduction Event; and
- (j) RCA Issuer Bankruptcy Event;

**"RCA Makewhole Event"** means a RCA Issuer elects in accordance with the terms of the relevant Reference Securities to redeem the Reference Securities in whole or in part prior to their scheduled maturity date for an amount equal to the principal amount of such Reference Securities together with a makewhole amount (howsoever described including where the amount required to be paid on redemption on account of principal is greater than par) provided that such event shall be deemed to occur as of the later of (a) the relevant event being notified to the holders of the relevant Reference Securities by, or on behalf, of the relevant RCA Issuer and (b) the earlier of the Issuer or the Calculation Agent becoming aware of the occurrence of such event;

**"RCA Merger Event"** means that at any time during the period from (and including) the Trade Date to (but excluding) the RCA Maturity Date (or if Adjusted Asset Redemption Event is an applicable Early Redemption Event and RCA Call Maturity is not applicable, the RCA Call Date), the Calculation Agent:

- (a) becomes aware that a RCA Reference Entity has consolidated or amalgamated with, or merged into, or transferred all or substantially all of its assets to, a Holder of Securities ("**RCA Reference Entity/Holder Merger**"), or
- (b) the Issuer or the Guarantor (if applicable) consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, a RCA Reference Entity ("**RCA Reference Entity/Issuer/Guarantor Merger**");

"**RCA Nominal Amount**" means the nominal amount of Reference Securities specified in the applicable Final Terms provided that such nominal amount of Reference Securities will be reduced (a) where the Reference Securities are redeemed in part only on a RCA Residual Maturity Call Option Date, RCA Maturity Call Option Date or RCA Call Date, as the case may be, by the nominal amount of the Reference Securities held by the Issuer which are redeemed on such RCA Residual Maturity Call Option Date, RCA Maturity Call Option Date or RCA Call Date, as the case may be, (b) in the same proportion as the aggregate Nominal Amount of the Notes or the aggregate Notional Amount of the Certificates, as the case may be, is reduced in connection with any purchase and cancellation of the Notes or the Certificates, as the case may be, and (c) in any other circumstances set out in these Collateral Linked Conditions which envisage such a reduction, by the amount of such reduction;

"**RCA Non-Call Event**" means the relevant RCA Issuer does not validly exercise (regardless of the reason) an RCA Call in accordance with the terms and conditions of the Reference Securities;

"**RCA Parent**" means, in relation to any RCA Issuer, any entity that controls, directly or indirectly, the person or any entity directly or indirectly. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person;

"**RCA Principal Deferral or Reduction Event**" means any deferral, postponement or reduction (in part or in full) of the scheduled repayment of principal under the relevant Reference Securities as set out in the terms of the relevant Reference Securities as of the Trade Date (after taking account of any applicable grace period under the terms of the relevant Reference Securities and adjustments for non-business days) (a "**Principal Deferral Event**"), regardless of whether or not such Principal Deferral Event is permitted by the terms of such Reference Securities or whether or not such Principal Deferral Event leads to an event of default under the terms of the Reference Securities and no regard shall be had as to whether any such payment is (a) deferred or postponed for potential later payment or (b) is reduced (in part or in full) with no possibility for later payment;

"**RCA Payment Default Event**" means:

- (a) unless No Grace Period is specified as applicable in the applicable Final Terms, after the expiration of any applicable grace period (after the satisfaction of any conditions precedent to the commencement of such grace period):
  - (i) the failure by a RCA Reference Entity to make, when and where due, any payments under the Reference Securities in accordance with the terms of such Reference Securities at the time of such failure; and/or
  - (ii) the occurrence of a payment default (howsoever described) in respect of any of the relevant Reference Securities relating to the relevant series of Securities; or
- (b) where No Grace Period is specified as applicable in the applicable Final Terms, in each case, without regard to any grace period which may be applicable with respect to the

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relevant Reference Securities (and disregarding any terms allowing for non-payment, deferral or adjustments to any scheduled payments and any notice period in respect thereof):

- (i) the failure by a RCA Reference Entity to make, when and where due, any payments under the Reference Securities in accordance with the terms of such Reference Securities at the time of such failure; and/or
- (ii) the occurrence of a payment default a payment default (howsoever described) in respect of any of the relevant Reference Securities relating to the relevant series of Securities;

**"RCA Reference Entity"** means each of the RCA Issuer, the RCA Guarantor or the RCA Parent specified as a "RCA Reference Entity" in the applicable Final Terms;

**"RCA Regulatory Event"** means:

- (a) any event occurs as a result of action taken or announcement made by a governmental authority pursuant to, or by means of, a restructuring and resolution law or regulation or any other similar law or regulation, in any case, irrespective of whether such event is expressly provided for under the terms of the Reference Securities which would cause (i) a reduction in the amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination), (ii) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates (including by way of redenomination), (iii) a postponement or other deferral of a date or dates for either (1) the payment or accrual of interest or (2) the payment of principal or premium, (iv) a change in the ranking in priority of payment of any obligation of the issuer of the Reference Securities, causing the subordination of the Reference Securities to any other obligation, or (v) any change in the currency or composition of any payment of interest or principal under the Reference Securities; or
- (b) any expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Securities, or a mandatory cancellation, conversion or exchange in respect of the Reference Securities; or
- (c) the occurrence of any event which has an analogous effect to any of the events specified in (a) and/or (b);

**"RCA Repudiation/Moratorium Event"** means an authorised officer of the relevant RCA Issuer or any RCA Guarantor or a governmental authority disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of the Reference Securities or declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to the Reference Securities;

**"RCA Residual Maturity Call Option Event"** means where the relevant RCA Issuer has the right to redeem the Reference Securities in whole or in part prior to their scheduled maturity date for an amount equal to the principal amount of such Reference Securities together with a makewhole amount (howsoever described including where the amount required to be paid on redemption on account of principal is greater than par) and it also has a right to redeem the Reference Securities at any time from a certain date prior to their scheduled redemption date (the **"RCA Residual Maturity Call Option Date"**) at an amount equal to the nominal amount of the Reference Securities plus accrued interest (the **"RCA Residual Maturity Call Option"**) and the RCA Issuer exercises the RCA Residual Maturity Call Option;

**"RCA Restructuring Event"** means the Calculation Agent determines that, on or after the Event Trigger Date, any of the following has occurred in respect of the relevant Reference Securities:

- (a) any event (by way of change to the actual terms and conditions applicable to the Reference Securities or by way of exchange of the Reference Securities with another asset) which would cause (1) a reduction in the amount of interest payable or the amount of scheduled interest accruals, (2) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates, (3) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest or (II) the payment of principal or premium, (4) a change in the ranking in priority of payment of any obligation of the issuer of the Reference Securities, causing the subordination of the Reference Securities to any other obligation or any change in the currency or composition of any payment of interest or principal under the Reference Securities; or
- (b) any expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Securities or a cancellation, conversion or compulsory exchange of the Reference Securities; or
- (c) any event analogous to the events specified in (a) and/or (b);

**"RCA Tax Event"** means on or after the Event Trigger Date, (a) due to the adoption of any change in any applicable law or regulation (including, without limitation, any tax law) or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction), either (i) any amount is required to be deducted or withheld for or on account of any tax, levy, impost, duty, charge, assessment or fee of any nature imposed by any government or other taxing authority in respect of any payment to be received by the Issuer under one or more Reference Securities or (ii) the Issuer becomes obliged to pay any amount for or on account of any tax, levy, impost, duty, charge, assessment or fee of any nature imposed by any government or other taxing authority in respect of (A) any payment received by the Issuer under one or more Reference Securities or (B) holding, acquiring or disposing of any Reference Securities;

**"Received Collateral"** means Reference Securities which have been transferred to the Collateral Exchange Counterparty by the Issuer pursuant to the Collateral Exchange Agreement in respect of which the Collateral Exchange Counterparty has not transferred Equivalent Securities;

**"Reference Securities Grace Period"** means the number of Business Days specified as such in the applicable Final Terms;

**"Reference Securities MTM Event"** means the bid price (exclusive of accrued interest) in respect of Reference Securities with an aggregate nominal amount outstanding equal to the aggregate nominal amount outstanding of the Reference Securities relating to the relevant series of Securities (expressed as a percentage of the face value of such relevant Reference Securities) is equal to or less than the Collateral Trigger Percentage, as determined in accordance with the MTM Trigger Valuation Method;

**"Reference Collateral Currency"** means the currency in which the Reference Securities are denominated;

**"Reference Collateral Currency Equivalent"** means in respect of any amount, where the relevant series of Securities and the relevant Reference Securities are denominated in the same currency, such



amount or, where the relevant Reference Securities and the Securities are denominated in different currencies, the equivalent in the relevant Reference Collateral Currency of such amount (which may be determined by applying one or more fixed exchange rate set out in the relevant Swap Agreement to the currency amount in which the relevant series of Securities is denominated);

**"Related Agreement Counterparty"** means the relevant Swap Counterparty, Repo Counterparty and/or the Collateral Exchange Counterparty, as the context requires;

**"Related Agreement Counterparty Default"** means an Early Redemption Event has occurred which is a Related Agreement Termination Event and (a) the Collateral Exchange Counterparty is the defaulting party under the Collateral Exchange Agreement and/or (b) where the Collateral Exchange Counterparty and the Swap Counterparty are the same entity, the Swap Counterparty is the Defaulting Party (as defined in the relevant Swap Agreement) under the Swap Agreement;

**"Related Agreement Termination Event"** means the early termination in full of any Swap Agreement (or any other agreement specified as a Related Agreement in the Final Terms) entered into in respect of the Securities other than (a) where the Issuer is the Defaulting Party (as defined in the relevant Swap Agreement or Repurchase Agreement, as the case may be) thereunder and the relevant event of default relates to the insolvency of the Issuer or (b) the termination results from an event of default or the occurrence of another Early Redemption Event under the Securities or (c) the termination is due to the purchase by the Issuer of all the outstanding Securities of a series;

**"Repayable Assets"** has the meaning given to it in Collateral Linked Condition 3.6;

**"Replacement Collateral Assets"** are the securities which are specified to be Replacement Collateral Assets in the applicable Final Terms;

**"Replacement Cost Amount"** means, as determined by the Calculation Agent, an amount in the Repo Contractual Currency that the Repo Counterparty reasonably determines in good faith to be its total losses and costs (in which case such amount shall be payable by the Issuer to the Repo Counterparty) or gain (in which case such amount shall be payable by the Repo Counterparty to the Issuer) in connection with the termination of the Repurchase Agreement and the series of Repo Transactions, including any loss of bargain, cost of funding or, at the election of the Repo Counterparty but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or re-establishing any hedge or related trading position (or any gain resulting from any of them), and includes losses and costs (or gains) in respect of any payment or delivery required to have been made (assuming satisfaction of each applicable condition precedent) on or before the final Repurchase Date and not made as a result of the termination of the Repurchase Agreement. The Repo Counterparty may (but need not) refer to quotations of relevant rates or prices from one or more leading dealers in the relevant markets in determining such amount, provided that the absolute value of such amount determined by Repo Counterparty shall not exceed the Repurchase Price in respect of the last Repo Transaction under the Repurchase Agreement prior to the termination thereof;

**"Repo Contractual Currency"** means the contractual currency of the relevant Repurchase Agreement;

**"Repo Counterparty"** means the entity specified as such in the applicable Final Terms;

**"Repo Transaction"** means each Transaction as such term is defined in the Repurchase Agreement;

**"Repurchase Agreement"** means the repurchase agreement entered into by the Issuer with the relevant Repo Counterparty in respect of the relevant series of Securities;

**"Repurchase Agreement Termination Payment"** means, as determined by the Calculation Agent in relation to any Repurchase Agreement, the termination payment due either from the Issuer to the Repo Counterparty or from the Repo Counterparty to the Issuer upon termination of such Repurchase Agreement in accordance with the terms thereof, which shall, in circumstances where the Repo Counterparty is not the Defaulting Party (as defined in the Repurchase Agreement), include any Replacement Cost Amount;

**"Repurchase Date"** means each date on which the Repo Counterparty purchases Equivalent Securities to securities it has sold under the Repurchase Agreement;

**"Repurchase Price"** has the meaning given to such term in the Repurchase Agreement;

**"Resolve"** has the meaning given to that term in the Rules, and **"Resolved"** and **"Resolves"** shall be interpreted accordingly.

**"Rounding Amount"** means has the meaning given to such term in Collateral Linked Condition 3.4;

**"Rules"** means the Credit Derivatives Determinations Committee Rules, as published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof;

**"Scheduled Final Bond Payment"** means the amount scheduled to be paid by the relevant RCA Issuer(s) in respect of the nominal amount of the Reference Securities held by the Issuer on the relevant Scheduled Final Bond Payment Date or, where there is more than one type of Reference Securities, the aggregate of such amounts payable by the relevant RCA Issuers on the relevant Scheduled Final Bond Payment Date(s) or, where RCA Maturity Call is applicable and the Final RCA Maturity Call Option Date falls prior to the Scheduled Final Bond Payment Date, the amount scheduled to be paid by the relevant RCA Issuer in accordance with the terms of the Reference Securities (as at the Trade Date) in respect of the nominal amount of the Reference Securities held by the Issuer on the Final RCA Maturity Call Option Date;

**"Scheduled Final Bond Payment Date"** means the date specified as the RCA Maturity Date in the applicable Final Terms or such other date as specified in the applicable Final Terms on which the Reference Securities are scheduled to be redeemed in accordance with the terms of the Reference Securities (as at the Trade Date) by payment of the Scheduled Final Bond Payment;

**"Scheduled Maturity Date"** means the date specified as such in the applicable Final Terms;

**"Scheduled RCA Interest Payment Date"** means, in respect of any Reference Securities, the RCA Interest Payment Dates specified for such Reference Securities in the applicable Final Terms (as adjusted for non-business days in accordance with the terms and conditions of the Reference Securities (as at the Trade Date)) and/or any other date on which a payment of an RCA Interest Amount is scheduled to be received by the Issuer in accordance with the terms and conditions of the Reference Securities (as at the Trade Date);

**"Securities MTM Event"** means the bid price (exclusive of accrued interest) in respect of the outstanding Securities (expressed as a percentage of the Nominal Value of such Securities) is equal to or less than the Collateral Trigger Percentage, as determined in accordance with the MTM Trigger Valuation Method;

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**"Security Agreement"** means each of the Trust Deed and any Additional Security Document applicable to the relevant series of Securities;

**"Security Interests"** means any pledge, charge, other encumbrance or security interest created under a Security Agreement;

**"Similar RCA Reference Entity"** means an entity with an equivalent Rating or an equivalent credit risk (if no Rating is available with respect to the relevant RCA Reference Entity), and as secondary criteria geographic and Transaction Type (as defined in Collateral Linked Condition 4.4) proximity to such RCA Reference Entity (if such RCA Reference Entity were the subject of a single name credit default swap traded on market standard terms);

**"Similar Reference Securities"** means securities issued by the Similar RCA Reference Entity with an equivalent Rating or an equivalent credit risk (if no Rating is available with respect to the relevant Reference Securities) to the Reference Securities, which mature prior to the Maturity Date (in the case of Notes) or the Redemption Date (in the case of Certificates) and which have a ranking in priority of payment equivalent to the Affected Reference Securities which are the subject of the relevant RCA Merger Event;

**"Standard Early Redemption Event"** means the occurrence of one or more of the following events:

- (a) Annex Early Redemption Event;
- (b) Asset Payment Default Event;
- (c) Asset Default Event;
- (d) Asset Redemption Event;
- (e) Asset Payment Shortfall Event;
- (f) RCA Change in Law Event;
- (g) RCA Regulatory Event;
- (h) RCA Repudiation/Moratorium Event;
- (i) RCA Restructuring Event;
- (j) RCA Tax Event;
- (k) RCA Interest Deferral or Reduction Event;
- (l) RCA Principal Deferral or Reduction Event;
- (m) RCA Issuer Bankruptcy Event; and
- (n) Related Agreement Termination Event;

**"Swap Agreement Termination Event"** means a Related Agreement Termination Event occurs with respect to the Swap Agreement;

**"Swap Agreement Termination Payment"** means the termination payment due between the Issuer and the Swap Counterparty upon early termination of the Swap Agreement(s) (in whole or in part) calculated in accordance with the terms of the relevant Swap Agreement provided that where

Recovery Access is specified to be not applicable in the applicable Final Terms and (i) where Extinguisher of All Swap Flows is specified to be applicable, there will be no termination payment due from either party under the relevant Swap Agreement(s), (ii) where Extinguisher of All Swap Flows is not specified as applicable, any termination payment which would otherwise be due from the Issuer to the Swap Counterparty in respect of the relevant Swap Agreement(s) shall be deemed to be equal to zero or (iii) where Extinguisher of All Swap Flows – Exceptions is specified as applicable, there will be no termination payment due from either party under the relevant Swap Agreement(s) other than where the early termination of the Swap Agreement is a Swap Agreement Termination Event or an Early Redemption Notice is delivered in respect of an Early Redemption Event which is an Annex Early Redemption Event, in which case Recovery Access shall be deemed to be applicable and such term shall mean the termination payment due between the Issuer and the Swap Counterparty upon early termination of the Swap Agreement(s) (in whole or in part) calculated in accordance with the terms of the relevant Swap Agreement;

**"Swap Business Days"** means the days 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 cities specified in the applicable Final Terms as Business Days, and/or where T2 Settlement Day is specified, a day on which the real time gross settlement system operated by the Eurosystem or any successor or replacement for that system (T2) is open;

**"Swap MTM Event"** means that the price that would be payable from the Issuer to the Swap Counterparty (expressed as a percentage of the notional amount of the Swap Agreement) were the Swap Agreement to be terminated is greater than or equal to the Collateral Trigger Percentage, as determined in accordance with the MTM Trigger Valuation Method;

**"Tax Liability"** means any deduction or withholding on account for tax, levy, impost, duty or other charge or withholding of a similar nature which is payable in respect of payments or holding of the Reference Securities determined by reference to the law applicable (or the official interpretation thereof) as at the Trade Date;

**"Triparty Services Agent"** means the party specified as such in the applicable Final Terms;

**"Undelivered Reference Securities"** means, in respect of a series of Securities, those Relevant Assets which the Issuer has not delivered to the Holders of the Securities as a result of the occurrence of a Reference Collateral Settlement Disruption Event; and

**"Unwound Instalment Portion"** means in respect of relevant Additional Disposal Reference Securities, the Full Instalment Amount relating to such Additional Disposal Reference Securities multiplied by the proportion (expressed as a percentage of the RCA Nominal Amount) the nominal amount of the Additional Disposal Reference Securities which are to be realised pursuant to Collateral Linked Condition 3.14(c) bears to the RCA Nominal Amount applicable to the relevant Additional Disposal Reference Securities.

## 2. Use of Reference Securities

### 2.1 Transfer of Reference Securities

Save where the applicable Final Terms specify that there are no Reference Securities in respect of a series of Securities, the Issuer will acquire on the Initial Posting Date:

- (a) the Reference Securities with the RCA Nominal Amount specified in the applicable Final Terms (as such amount is adjusted from time to time in accordance with the definition of RCA Nominal Amount);
- (b) where "Collateralisation Level – Partial Collateralisation" is specified as applicable in the applicable Final Terms, an aggregate nominal amount of Reference Securities, at least equal to the Reference Collateral Currency Equivalent of the product of (i) the aggregate Nominal Value of the Securities on such date (or, if so specified in the applicable Final Terms, on the Trade Date) and (ii) the Collateralisation Level; or
- (c) where a Repurchase Agreement has been entered into in connection with the relevant series of Securities, Reference Securities with a marked to market value (as adjusted by any Haircut) at least equal to the Reference Collateral Currency Equivalent of the product of (i) the aggregate Nominal Value of the Securities on such date and (ii) the Collateralisation Level. Where a Repurchase Agreement is entered into in respect of a series of Securities, the Issuer shall withdraw the relevant Reference Securities from the Custody Account on the relevant repurchase date and deliver these to the Repo Counterparty and it will receive from the Repo Counterparty the relevant repurchase price in respect of the Repo Transaction. Where, on the relevant repurchase date, the Issuer enters into a further Repo Transaction with the Repo Counterparty, it will receive Reference Securities with a marked to market value (as adjusted by any Haircut) at least equal to the Reference Collateral Currency Equivalent of the product of (i) aggregate Nominal Value of the Securities on such date and (ii) the Collateralisation Level and pay the relevant purchase price for such Reference Securities.

## 2.2 Collateral Exchange

The Issuer may enter into a Collateral Exchange Agreement with the Collateral Exchange Counterparty and:

- (a) where Collateral Exchange Agreement – Two way Transfer is specified as applicable in the applicable Final Terms, when required by the Collateral Exchange Counterparty under the terms of the relevant Collateral Exchange Agreement, the Issuer shall be entitled to withdraw some or all of the relevant Reference Securities from the Custody Account and transfer such Reference Securities to the Collateral Exchange Counterparty against delivery of Replacement Collateral Assets with a marked to market value at least equal to the product of the Over Collateralisation Level and the marked to market value of such Reference Securities which are being withdrawn provided that for the purposes of the applicable Early Redemption Events, the relevant RCA Issuer, RCA Guarantor and, if applicable, the RCA Parent shall be deemed to be the RCA Issuer, RCA Guarantor and, if applicable the RCA Parent in respect of the Reference Securities notwithstanding the transfer of the Reference Securities under the Collateral Exchange Agreement. In accordance with the terms of the relevant Collateral Exchange Agreement, prior to the redemption of the relevant series of Securities and provided that no Early Redemption Event or Event of Default occurs, the Collateral Exchange Counterparty will transfer Equivalent Securities in respect of the Reference Securities to the Issuer and the Issuer will transfer Equivalent Securities in respect of the Replacement Collateral Assets to the Collateral Exchange Counterparty. Where a Collateral Exchange Agreement is specified as applicable in the applicable Final Terms and an Early Redemption Event occurs which does not result from a Related Agreement Counterparty Default, save where Collateral Physical Settlement is applicable in respect of the relevant Early Redemption Event, any reference to the Collateral Sale

Proceeds and the sale of the Collateral Assets shall be deemed to be a reference to a sale of the Issuer's rights under the Collateral Exchange Agreement to receive Equivalent Securities in respect of the Reference Securities and to the proceeds from such sale where such rights shall be the subject of such sale rather than the securities themselves in accordance with Collateral Linked Condition 3.3 and Collateral Linked Condition 3.3 shall be construed accordingly. Upon the early termination of the Collateral Exchange Agreement where Collateral Physical Settlement is applicable in respect of an Early Redemption Event and no Related Agreement Counterparty Default has occurred, the Collateral Exchange Counterparty will use commercially reasonable efforts to transfer the equivalent securities in respect of the Received Collateral to the Issuer in accordance with the provisions of the Collateral Exchange Agreement and, the Issuer will transfer equivalent securities in respect of the Replacement Collateral Assets to the Collateral Exchange Counterparty. Where the Collateral Exchange Counterparty is unable (after using commercially reasonable efforts) to transfer Equivalent Securities in respect of all or part of the Received Collateral to the Issuer in accordance with the provisions of the Collateral Exchange Agreement, an amount will be payable by the Collateral Exchange Counterparty to the Issuer as described in Collateral Linked Condition 3.3 in lieu of such delivery;

- (b) where Collateral Exchange Agreement – One Way Transfer Securities Lending is specified as applicable in the applicable Final Terms, when required by the Collateral Exchange Counterparty under the terms of the relevant Collateral Exchange Agreement, the Issuer shall be entitled to withdraw some or all of the relevant Reference Securities from the Custody Account and deliver such Reference Securities to the Collateral Exchange Counterparty provided that for the purposes of the applicable Early Redemption Events, the relevant RCA Issuer, RCA Guarantor and, if applicable, the RCA Parent shall be deemed to be the RCA Issuer, RCA Guarantor and, if applicable the RCA Parent in respect of the Reference Securities notwithstanding the transfer of the Reference Securities under the Collateral Exchange Agreement. In accordance with the terms of the relevant Collateral Exchange Agreement, prior to the redemption of the relevant series of Securities and provided that no Early Redemption Event or Event of Default occurs, the Collateral Exchange Counterparty will transfer Equivalent Securities in respect of the Reference Securities to the Issuer;
- (c) where Collateral Exchange Agreement – Triparty Transfer is specified as applicable in the applicable Final Terms, when required by the Collateral Exchange Counterparty under the terms of the relevant Collateral Exchange Agreement, the Issuer shall withdraw some or all of the relevant Reference Securities from the Custody Account and transfer such Reference Securities to the Collateral Exchange Counterparty against delivery of Replacement Collateral Assets with a marked to market value at least equal to the product of the Over Collateralisation Level and the marked to market value of such Reference Securities which are being withdrawn (as calculated by the Triparty Services Agent) provided that for the purposes of the applicable Early Redemption Events, the relevant RCA Issuer, RCA Guarantor and, if applicable, the RCA Parent shall be deemed to be the RCA Issuer, RCA Guarantor and, if applicable the RCA Parent in respect of the Reference Securities notwithstanding the transfer of the Reference Securities under the Collateral Exchange Agreement. In accordance with the terms of the relevant Collateral Exchange Agreement, prior to the redemption of the relevant series of Securities and provided that no Early Redemption Event or Event of Default occurs, the Collateral Exchange Counterparty, will procure the transfer of Equivalent Securities in respect of the Reference Securities to the Issuer and the Triparty Services Agent, on behalf of the Issuer, will transfer Equivalent

Securities in respect of the Replacement Collateral Assets to the Collateral Exchange Counterparty. Where a Collateral Exchange Agreement is specified as applicable in the applicable Final Terms and an Early Redemption Event occurs which does not result from a Related Agreement Counterparty Default, save where Collateral Physical Settlement is applicable in respect of the relevant Early Redemption Event, any reference to the Collateral Sale Proceeds and the sale of the Collateral Assets shall be deemed to be a reference to a sale of the Issuer's rights under the Collateral Exchange Agreement to receive Equivalent Securities in respect of the Reference Securities and to the proceeds from such sale where such rights shall be the subject of such sale rather than the securities themselves in accordance with Collateral Linked Condition 3.3 and Collateral Linked Condition 3.3 shall be construed accordingly. Where Collateral Exchange Agreement – Triparty Transfer applies to a series of Securities, the Issuer may enter into one or more additional agreements with, inter alios, the Collateral Exchange Counterparty and/or the Triparty Services Agent in addition to the Collateral Exchange Agreement itself and any reference herein to the Collateral Exchange Agreement shall be construed accordingly so as to include such additional agreements save that any termination of such additional agreements shall not constitute a Related Agreement Termination Event.

### 2.3 Credit Support Obligations

Where the Issuer enters into a Credit Support Document with a Swap Counterparty, it may be required to transfer some or all of the relevant Reference Securities relating to a series of Securities to the Swap Counterparty in order to comply with its obligations under such Credit Support Document but shall not at any time be required to transfer any more than the aggregate amount of Reference Securities that it holds at such time.

### 2.4 Related Agreements

Where Repurchase Agreement and/or Collateral Exchange Agreement are not specified as Related Agreements in the applicable Final Terms, references in these Collateral Linked Conditions to any such document or agreement and to any Repo Counterparty or Collateral Exchange Counterparty, as the case may be, shall not be applicable.

### 2.5 Currency Conversion

Where any Collateral Assets which are denominated in a currency other than the Specified Currency (such other currency the "**Other Currency**") are sold in accordance with Collateral Linked Condition 3 or the Issuer receives any amounts in an Other Currency which are to be paid to the Holders of Securities, such amounts will be converted into the Specified Currency at an exchange rate determined by the Calculation Agent in a commercially reasonable manner, in each case immediately prior to the payment of the relevant amount to the Holders of the Securities.

## 3. **Early Redemption**

### 3.1 Early Redemption Events

Where any Early Redemption Events are applicable to a series of Securities, then each Security shall be redeemed early by the Issuer in accordance with this Collateral Linked Condition 3 following the delivery of an Early Redemption Notice by the Calculation Agent at its Early Redemption Amount on the Early Redemption Date or, where Collateral Physical Settlement is applicable in respect of the relevant Early Redemption Event, redeemed early by the Issuer in accordance with this Collateral Linked Condition 3 following the delivery of an Early Redemption Notice by, or on behalf of, the

Issuer by delivery of the Early Redemption Delivery Share applicable to such Security and payment of a pro rata share of any Early Residual Proceeds Amount provided that where Asset Redemption Event is an applicable Early Redemption Event in respect of a series of Securities and RCA Call Event and/or RCA Makewhole Event are applicable Early Redemption Events, where the Reference Securities are redeemed early in circumstances which would constitute both an Asset Redemption Event and a RCA Call Event and/or a RCA Makewhole Event, as applicable, such redemption shall be treated as a RCA Call Event or RCA Makewhole Event, as the case may be, rather than an Asset Redemption Event.

### 3.2 Sale or delivery of Collateral Assets

Following the occurrence of an Early Redemption Event and delivery of an Early Redemption Notice, save where Collateral Physical Settlement is applicable in respect of the relevant Early Redemption Event, the Issuer shall as soon as reasonably practicable arrange for the sale of the Reference Securities or, if the Calculation Agent determines that it is not possible to arrange for a sale of the relevant Reference Securities, the Issuer shall use commercially reasonable efforts to realise the economic value of the Issuer's rights in respect of the Reference Securities (and in connection therewith may appoint an agent to assist it in arranging such sale, a "**Collateral Disposal Agent**") in accordance with Collateral Linked Condition 3.3 provided that, where the relevant Early Redemption Event which has occurred is a RCA Early Call Event, an Adjusted Asset Redemption Event or an Asset Redemption Event unless Collateral Sale is specified as applicable in respect of such Early Redemption Event in the applicable Final Terms, the Issuer or any Collateral Disposal Agent (on its behalf) will not attempt to sell the relevant Reference Securities in respect of which the relevant Early Redemption Event has occurred in accordance with Collateral Linked Condition 3.3 and instead will use an amount equal to the product of (a) the redemption proceeds received from the early redemption of the Reference Securities and (b) the Collateralised Percentage and any amounts received under any applicable Related Agreement to redeem the Securities and pay other amounts due in connection with the early redemption of the Securities provided further that where a sale of Credit Support Assets would be undertaken in accordance with the last paragraph of Collateral Linked Condition 3.3, such sale shall still take place in the circumstances set out in the last paragraph of Collateral Linked Condition 3.3 where a RCA Early Call Event, an Adjusted Asset Redemption Event or an Asset Redemption Event is the relevant Early Redemption Event which is the subject of the relevant Early Redemption Notice notwithstanding that Collateral Linked Condition 3.3 would not otherwise apply and the Issuer may appoint a Collateral Disposal Agent in respect of any such sale.

### 3.3 Sale of Collateral Assets

Where this Collateral Linked Condition 3.3 is applicable, the Issuer or the Collateral Disposal Agent shall on the Initial Collateral Valuation Date (which must fall within the Initial Collateral Valuation Period) seek firm bid quotations for the sale of the relevant Collateral Assets in respect of the relevant series of Securities from at least three dealers in assets such as the relevant Reference Securities (and, for such purpose, it may seek quotations in respect of such Collateral Assets in their entirety or in respect of designated tranches thereof, as it considers appropriate) provided that:

- (a) at least one of the dealers from whom quotations are sought shall be BNP Paribas (who, for the avoidance of doubt, shall be under no obligation to provide a quotation);
- (b) the Collateral Disposal Agent may itself provide a bid in respect of the relevant Collateral Assets relating to the relevant series of Securities or any tranche thereof; and



- (c) the Issuer shall and shall be authorised to accept in respect of each relevant tranche or, as applicable, the entirety of the relevant Collateral Assets the highest such quotation so obtained (which may be a quotation from the Collateral Disposal Agent) provided that where the highest quotation is not received from BNP Paribas, BNP Paribas shall be given the opportunity to submit a revised quotation which is at least equal to the highest quotation (a "**Matching Quotation**") and if BNP Paribas does submit such a Matching Quotation, the Issuer will sell the relevant Collateral Assets to BNP Paribas.

Subject as may otherwise be provided for in these Collateral Linked Conditions or the Final Terms, in effecting the sales, the Issuer may sell the relevant Collateral Assets relating to the relevant series of Securities in one single tranche or in smaller tranches as it considers appropriate in order to attempt reasonably to maximise the proceeds from such sale. If the Issuer and/or the Collateral Disposal Agent does not receive at least two quotations for all the Collateral Assets on the Initial Collateral Valuation Date (including a quotation from BNP Paribas), it shall attempt to sell the Collateral Assets on at least two other Business Days during the Collateral Valuation Period in the manner set out above provided that, if on any subsequent Collateral Valuation Date other than the Initial Collateral Valuation Date during the Collateral Valuation Period, the Issuer and/or the Collateral Disposal Agent only receive one firm bid quotation for the relevant Collateral Assets, the Issuer may sell the Collateral Assets to the relevant dealer which has provided such firm bid quotation and, if BNP Paribas is the only dealer that is willing to provide a firm bid quotation for the Collateral Assets, the Issuer may sell the Collateral Assets to BNP Paribas. If, after the third such attempted sale (including the Initial Collateral Valuation Date), the Issuer and the Collateral Disposal Agent (if any) have still received no firm bid quotations for the relevant Collateral Assets, the relevant Collateral Assets shall be deemed to have a value of zero and the Issuer shall have no further obligation to attempt to sell the Collateral Assets.

The Issuer will not sell Collateral Assets which are Credit Support Assets (other than those received by the Issuer under a Repurchase Agreement) and references to Collateral Assets in this Collateral Linked Condition 3.3 shall be construed accordingly unless (i) the relevant Early Redemption Event is a Related Agreement Termination Event where the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement) under the relevant Swap Agreement or, where applicable, the Collateral Exchange Counterparty is the defaulting party under the Collateral Exchange Agreement or (ii) a Swap Agreement Termination Payment is due from the Swap Counterparty to the Issuer, or as the case may be, a Collateral Exchange Agreement Termination Payment is due from the Collateral Exchange Counterparty to the Issuer and such payment is not made when due under the relevant Related Agreement, in which case the Collateral Assets which are to be sold in accordance with this Collateral Linked Condition 3.3 shall include any Credit Support Assets and Replacement Collateral Assets held by the Issuer.

#### 3.4 Collateral Physical Settlement

Following the occurrence of an Early Redemption Event and delivery of an Early Redemption Notice, where Collateral Physical Settlement has been specified as applicable in respect of the relevant Early Redemption Event in the applicable Final Terms, the Issuer shall as soon as reasonably practicable deliver the Available Reference Securities to the Holders. Where delivery of the Available Reference Securities is due to be made in respect of Securities, Condition 6(b)(i) shall apply and, for such purposes, the Securities shall be deemed to be Physical Delivery Securities, notwithstanding the terms of Condition 6(b)(i), the Delivery Date shall be the Early Redemption Date (unless specified otherwise in the applicable Final Terms) and the Entitlement (unless specified otherwise in the applicable Final Terms) shall be deemed to be the delivery of the Early Redemption Delivery Share applicable to such Security and the Issuer shall pay a pro rata share of the sum of any

Early Residual Proceeds Amount, Credit Support Sale Proceeds and/or Early Redemption Additional Proceeds Amount (after the use of such sums to pay any Early Redemption Costs) in respect of each Security on the applicable Delivery Date. Where the Issuer has entered into a Collateral Exchange Agreement with the Collateral Exchange Counterparty if, upon the termination of the Collateral Exchange Agreement following the occurrence of an Early Redemption Event where no Related Agreement Counterparty Default has occurred, the Collateral Exchange Counterparty is unable (after using commercially reasonable efforts) to transfer Equivalent Securities in respect of all or part of the Received Collateral to the Issuer in accordance with the provisions of the Collateral Exchange Agreement (such securities which are not transferred being "**Undelivered Equivalent Securities**"), the Collateral Exchange Counterparty will pay an amount equal to the fair market value (as determined by the Collateral Exchange Counterparty) of the relevant Undelivered Equivalent Securities to the Issuer in lieu of such delivery by way of a termination payment and, for the avoidance of doubt, such amount shall form part of the Early Redemption Additional Proceeds Amount.

Prior to determining the Early Redemption Delivery Share in respect of each Security, the Issuer shall determine the cash amount which is equal to the sum of the Credit Support Sale Proceeds and the Early Redemption Additional Proceeds Amount and whether such cash sum is sufficient to satisfy any applicable Early Redemption Costs in full. If such sum is not sufficient to satisfy the applicable Early Redemption Costs in full, the Calculation Agent shall then calculate the amount of Reference Securities which are required to be sold in order to pay any Early Redemption Costs after the application of such Credit Support Sale Proceeds and Early Redemption Additional Proceeds Amount to pay such Early Redemption Costs and the Issuer shall arrange for the sale of the relevant amount of Reference Securities to meet any unsatisfied Early Redemption Costs and any proceeds from such sale remaining after payment of such Early Redemption Costs shall be the "**Early Residual Proceeds Amount**" and shall be paid in accordance with this Collateral Linked Condition 3.4.

In connection with any such delivery in respect of the Securities, such delivery shall be made in accordance with Condition 6(b)(i) and the Entitlement and Entitlement Amount shall be deemed to be a Security's Early Redemption Delivery Share. The Issuer shall be entitled to appoint one or more agents to assist it with the delivery of the Entitlement and sale required of Collateral Assets required to be made in accordance with this Collateral Linked Condition 3.4.

In connection with such delivery, (i) for the purposes of Condition 6(b)(i)(C), Expenses shall be deemed to include any expenses and costs which are incurred in delivery of the Collateral Assets in accordance with this Collateral Linked Condition 3.4, (ii) the Issuer shall be entitled to deduct from the assets deliverable to Holders of Securities all Expenses not previously deducted from amounts paid or assets delivered to Holders of Securities, as the Issuer shall in its sole and absolute discretion determine are attributable to the relevant Securities and (iii) any reference in the Conditions to "Relevant Assets" shall be deemed, in connection with a delivery of Collateral Assets in accordance with this Collateral Linked Condition 3.4, to be a reference to "Reference Securities".

The final sentence of the first paragraph of Condition 6(b)(i)(D) shall not apply and the Collateral Assets which it is not possible to deliver to a Holder of Securities due to such rounding shall, if and to the extent practicable, be sold by the Issuer (or by such agent as may be appointed by the Issuer for such purpose) and a pro rata share of the resulting amount (the "**Rounding Amount**") shall be paid to each Holder of Securities whose Entitlement is subject to such rounding.

Any reference in the Conditions to Relevant Assets shall be deemed to be, in connection with an Early Redemption Event, a reference to the Reference Securities which are comprised in the

Entitlement for such Security. Where Collateral Physical Settlement is applicable and the relevant Reference Securities have redeemed prior to the date on which the Reference Securities are delivered, in lieu of such delivery, the Holder of Securities shall be entitled to payment of a pro rata share of such redemption proceeds after payment of any Early Redemption Costs. Where Collateral Physical Settlement is applicable and (i) the Issuer is holding Credit Support Assets relating to the relevant series of Securities, (ii) such Credit Support Assets are Margin Securities and/or where (A) the relevant Early Redemption Event is a Related Agreement Termination Event where the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement) under the relevant Swap Agreement or, where applicable, the Collateral Exchange Counterparty is the defaulting party under the Collateral Exchange Agreement or (B) a Swap Agreement Termination Payment is due from the Swap Counterparty to the Issuer, or, as the case may be, a Collateral Exchange Agreement Termination Payment is due from the Collateral Exchange Counterparty to the Issuer, and where either (A) or (B) applies, such payment is not made when due under the relevant Related Agreement, the relevant Credit Support Assets shall be sold in the manner set out in Collateral Linked Condition 3.3. In addition, where the Collateral Exchange Counterparty is the defaulting party under the Collateral Exchange Agreement and the Issuer is holding Replacement Collateral Assets, such Replacement Collateral Assets shall be sold in the manner set out in Collateral Linked Condition 3.3. The sale proceeds in respect thereof shall be first used to pay any Early Redemption Costs before the Issuer or the Collateral Disposal Agent sells any Reference Securities and any proceeds of such sale shall be treated as Credit Support Sale Proceeds for the purposes of the first two paragraphs of this Collateral Linked Condition 3.4.

The Issuer will not deliver Collateral Assets which are Credit Support Assets or Replacement Collateral Assets to the Holders and references in this Collateral Linked Condition 3.4 to Collateral Assets shall be construed accordingly.

Where Collateral Physical Settlement has been specified as applicable in the applicable Final Terms and a Reference Collateral Settlement Disruption Event (as defined below) occurs, Collateral Linked Condition 3.13 shall apply.

### 3.5 Credit Notional Value Repack Securities

Where Annex 10 (*Additional Terms and Conditions for Credit Linked Securities*) applies to the Securities and save where Credit Linked Interest Only is specified as applicable in the applicable Final Terms, where an Event Determination Date occurs in respect of a Credit Event (as defined in Annex 10 (*Additional Terms and Conditions for Credit Linked Securities*)) which is a Restructuring and the Exercise Amount is for an amount less than the aggregate Nominal Value outstanding of the Securities, the Securities shall be partially redeemed ("**Credit Partial Redemption**") pro rata in an amount equal to the Exercise Amount (the "**Credit Partial Redemption Amount**"). The Securities, in an amount equal to the aggregate Nominal Value outstanding prior to any Credit Partial Redemption less the relevant Credit Partial Redemption Amount, shall remain outstanding and the words "Nominal Amount of the Notes" or "Notional Amount of the Certificate" should be construed accordingly where relevant. Interest (if applicable) shall continue to accrue on the Nominal Value outstanding of the Securities following the reduction in such Nominal Value outstanding upon a Credit Partial Redemption in accordance with Condition 5 (in the case of Notes) or Condition 4 (in the case of Certificates).

### 3.6 Scheduled Repayment of Collateral Assets

Where either (a) more than one issue or type of Reference Securities is specified in respect of a series of Securities in the applicable Final Terms and one of the Reference Securities is scheduled to mature

prior to the Maturity Date or (b) the relevant Reference Securities are scheduled to redeem in part from time to time, unless (i) Amortisation Trigger is specified as applicable in respect of the relevant Reference Securities, (ii) the applicable Final Terms specify that the Securities are RCA Instalment Notes or RCA Instalment Certificates, as the case may be, or (iii) or RCA Makewhole Event is an applicable Early Redemption Event and a RCA Makewhole Event occurs (in which latter case Collateral Linked Condition 3.7 shall apply), in the event that some only of the Reference Securities are redeemed (the "**Repayable Assets**") or part of the principal amount of a Reference Security is redeemed in accordance with its terms (a "**Partial Redemption**"), each Security will be partially redeemed on a pro rata basis, in a nominal amount equal to the proportion of the then outstanding aggregate Nominal Value of the Securities that the principal amount of the Repayable Assets or the principal amount of the Partial Redemption (together, a "**Nominal Reduction Amount**") bears to the aggregate principal amount of all of the Reference Securities and no Early Redemption Event shall be deemed to have occurred. Any such redemption shall occur not later than 10 Business Days following the date on which the Issuer receives the relevant redemption proceeds in respect of the relevant Reference Securities. Interest (if applicable) shall continue to accrue on the Nominal Value outstanding of the Securities following the reduction in such Nominal Value by the relevant Nominal Reduction Amount in accordance with Condition 5 (in the case of Notes) or Condition 4 (in the case of Certificates).

### 3.7 Early Redemption Amount following a RCA Early Call Event

Where a RCA Early Call Event occurs and:

- (a) Standard Early Redemption is specified to be applicable in respect of the relevant RCA Early Call Event in the applicable Final Terms, the Early Redemption Amount will be as set out in the definition of such term in Collateral Linked Condition 1.1 and interest shall cease to accrue in accordance with the relevant provision of Condition 5 (in the case of Notes) or Condition 4 (in the case of Certificates) specified in the applicable Final Terms;
- (b) Par Early Redemption is specified to be applicable in respect of the relevant RCA Early Call Event in the applicable Final Terms, the Early Redemption Amount in respect of each Security will be equal to the Nominal Amount of such Note or the Notional Amount of such Certificate, as the case may be, and interest on such Security shall cease to accrue with effect from and including; the Interest Payment Date immediately preceding the date of such Early Redemption Event (or, in the case of the first Interest Period, the Interest Commencement Date);
- (c) Accrual Par Early Redemption is specified to be applicable in respect of the relevant RCA Early Call Event in the applicable Final Terms, the Early Redemption Amount in respect of each Security will be equal to the Nominal Amount of the Note or the Notional Amount of such Certificate, as the case may be, plus accrued interest on the Note (where it bears interest) calculated in accordance with Condition 5 (in the case of Notes) or Condition 4 (in the case of Certificates) to, but excluding, the relevant Early Redemption Date; or
- (d) Makewhole Early Redemption is specified to be applicable in respect of the relevant RCA Early Call Event in the applicable Final Terms, the Early Redemption Amount in respect of each Note will be equal to a *pro rata* share per Security of an amount equal to the amount scheduled to be received by the Issuer in respect of the Reference Securities which are the subject of the relevant RCA Early Call Event plus accrued interest on the Security (where it bears interest) calculated in accordance with Condition 5 (in the case of Notes) or

Condition 4 (in the case of Certificates) to, but excluding, the relevant Early Redemption Date.

Where (i) a RCA Early Call Event occurs with respect to part only of the principal amount of the Reference Securities, (ii) one of Par Early Redemption, Accrual Par Early Redemption or Makewhole Early Redemption is specified as applicable in the applicable Final Terms and (iii) RCA Early Call Event – Partial Redemption is specified as applicable in the applicable Final Terms, each Note will be partially redeemed on a pro rata basis, in a nominal amount (an "**Early Call Nominal Reduction Amount**") equal to the proportion of the then outstanding Aggregate Nominal Amount of the Notes or the then outstanding Aggregate Notional Amount of the Certificates, as the case may be that the principal amount of the Reference Securities which is the subject of the RCA Early Call Event bears to the aggregate principal amount of all of the Reference Securities for such Series and an Early Redemption Amount will be calculated in respect of a Nominal Amount of each Note equal to the Early Call Nominal Reduction Amount only. Interest (if applicable) shall continue to accrue on the Nominal Value outstanding of each Security following the reduction in such Nominal Value by the relevant Early Call Nominal Reduction Amount in accordance with Condition 5 (in the case of Notes) or Condition 4 (in the case of Certificates). For the avoidance of doubt, where a RCA Early Call Event occurs and RCA Early Call Event – Partial Redemption is applicable, the relevant proportion of the Reference Securities, redemption proceeds therefrom and/or proceeds of realisation thereof, as applicable, shall be automatically released from the Security created under the Security Agreements to allow the redemption in part of the Notes.

### 3.8 Interest Accrual relating to RCA Makewhole Events

Where RCA Makewhole Event is an applicable Early Redemption Event, such Early Redemption Event occurs and the terms of relevant Reference Securities contain a RCA Residual Maturity Call Option, if the RCA Issuer does not exercise its option to redeem the Reference Securities at their principal amount together with a makewhole amount (howsoever described) on the RCA Residual Maturity Call Option Date, on the first day of the Interest Period immediately following the RCA Residual Maturity Call Option Date, where an Alternative Rate of Interest is specified in the applicable Final Terms, the Rate of Interest applicable to the Notes will be adjusted to the Alternative Rate of Interest specified in the applicable Final Terms and such interest shall continue to accrue at the Alternative Rate of Interest to, but excluding, the Maturity Date (in the case of Notes) or Redemption Date (in the case of Certificates) in accordance with Condition 5 (in the case of Notes) or Condition 4 (in the case of Certificates), subject to the occurrence of an Early Redemption Event. For the avoidance of doubt, where RCA Makewhole Event is an applicable Early Redemption Event and where no Alternative Rate of Interest is specified in the applicable Final Terms, there shall be no adjustment to the rate of interest following the RCA Residual Maturity Call Option Date where the RCA Issuer does not exercise its option to redeem the Reference Securities at their principal amount together with a makewhole amount (howsoever described) on the RCA Residual Maturity Call Option Date.

### 3.9 Redemption following a RCA Merger Event

If this Collateral Linked Condition 3.9 is specified as applicable in the Final Terms and in the case that:

- (a) "**RCA Reference Entity/Holder Merger**" is specified as applicable, in the event that, in the determination of the Calculation Agent, a RCA Reference Entity/Holder Merger has occurred, the Calculation Agent may determine that the Securities should be redeemed;

- (b) **"RCA Reference Entity/Issuer/Guarantor Merger"** is specified as applicable, in the event that, in the determination of the Calculation Agent, a RCA Reference Entity/Issuer/Guarantor Merger has occurred, the Calculation Agent may either:
  - (i) determine that the Securities should be redeemed; or
  - (ii) request that the Issuer replace the relevant affected RCA Reference Entity/ies (the **"Affected RCA Reference Entity/ies"**) respectively, with Similar RCA Reference Entity/ies and replace the Reference Securities (the **"Affected Merger Reference Securities"**) with Similar Reference Securities.

The Calculation Agent shall notify the Issuer, which shall in its turn notify the Holders of Securities pursuant to the provisions of Condition 18 (in the case of Notes) or Condition 19 (in the case of Certificates) of the decision taken by the Calculation Agent and any adjustments made to the terms of the Securities. Where Collateral Linked Condition 3.9(b)(ii) is applicable, the Issuer shall sell the Affected Merger Reference Securities and pay the proceeds of any sale of Affected Merger Reference Securities to the Swap Counterparty and the Issuer will receive from the Swap Counterparty an amount equal to the amount required to purchase the relevant Similar Reference Securities. If there is a difference in value between the Affected Merger Reference Securities and the relevant Similar Reference Securities, the Calculation Agent may make an adjustment to the interest payable on the Securities and, if it is not possible to reflect such difference in value fully by adjusting the interest payable on the Securities, the Calculation Agent may also adjust the Final Redemption Amount payable in respect of each Security. Details of any adjustment or decision made in relation to the above may be obtained by the Holders of Securities upon request at the Calculation Agent's specified address.

### 3.10 Purchase of Securities

Where the Issuer purchases Securities in accordance with Condition 7(i) (in the case of Notes or Condition 8(i) (in the case of Certificates (the **"Purchased Securities"**)), the Issuer shall dispose of a proportion of the Reference Securities for the relevant series of Securities equal to the proportion that the aggregate Nominal Value of Purchased Securities represent of the aggregate Nominal Value of the Securities (a **"Collateral Disposal"**) save where, due to the denominations of the Reference Securities, such Collateral Disposal would result in the disposal of Reference Securities with a nominal amount greater than the Calculated Disposal Reference Nominal Amount due to the nominal amount of the Reference Securities which would be the subject of the relevant Collateral Disposal not being divisible by the denomination of the Reference Securities then held by the Issuer (a **"Denomination Matching Failure Event"**). In such circumstances, the Issuer may dispose of the next largest nominal amount of Reference Securities which is divisible by the denomination of the Reference Securities then held by the Issuer and which is lower than the Calculated Disposal Reference Nominal Amount (the nominal amount of the Reference Securities which is actually disposed of, being the **"Actual Disposal Reference Nominal Amount"**). In connection with such Denomination Matching Failure Event, the amount by which the Calculated Disposal Reference Nominal Amount exceeds the Actual Disposal Reference Nominal Amount shall be the **"Excess Collateral Amount"**.

### 3.11 Subsequent Denomination Matching Failure Events

Following the occurrence of a Denomination Matching Failure Event, if a subsequent purchase by the Issuer of Securities in accordance with 7(i) (in the case of Notes or Condition 8(i) (in the case of Certificates) would otherwise lead to a further Denomination Matching Failure Event (each a **"Subsequent Denomination Matching Failure Event"**) and the Excess Collateral Balance which

would result from such purchase of Secured Securities (without regard to this Collateral Linked Condition 3.11 but, for the avoidance of doubt, taking into account, the Excess Collateral Balance immediately prior to the purchase of the Securities) (the "**Deemed Excess Collateral Balance**") would be equal to or greater than the denomination of a Reference Security, then (i) the purchase price for such subsequent purchase of Securities payable by the Issuer shall be deemed to be increased by the Excess Collateral Balance immediately prior to the purchase of the Securities and (ii) the Issuer shall dispose of additional Reference Securities ("**Additional ECB Specified Reference Securities**") in a nominal amount equal to or lower than the Deemed Excess Collateral Balance (to the extent that such nominal amount is divisible by the denomination of the Reference Securities then held by the Issuer) and the amount by which such Deemed Excess Collateral Balance exceeds the nominal amount of the Additional ECB Specified Reference Securities shall be deemed to be the new Excess Collateral Balance.

3.12 Payment of Excess Collateral Balance

If there is a positive Excess Collateral Balance following the occurrence of an Early Redemption Event and the delivery of an Early Redemption Notice in connection therewith which leads to the redemption in full of the relevant Secured Securities or where the Compartment Security is enforced following a Note Acceleration or Certificate Acceleration, an amount equal to the Excess Collateral Balance Value shall be payable by the Issuer to the Swap Counterparty under the Swap Agreement and, in the case of an Early Redemption Event, shall be deemed to be an Early Redemption Cost for the purposes of these Collateral Linked Conditions.

3.13 Early Redemption at Maturity

Where "Early Redemption at Maturity" is specified to be applicable in the applicable Final Terms and the Issuer delivers an Early Redemption Notice in respect of a RCA Linked Early Redemption Event, the Issuer will redeem each Security at its Early Redemption Amount on the later of the Maturity Date (in the case of Notes) or the Redemption Date (in the case of Certificates) and the Early Redemption Date provided that, where the Issuer delivers an Early Redemption Notice in respect of an Intervening Early Redemption Event on or after the Early Redemption Determination Date, the Issuer will redeem each Security at its Early Redemption Amount on the Intervening Early Redemption Date (and notwithstanding any other provision of the Conditions or these Collateral Linked Conditions, in each case, no interest shall accrue on any payment of any amount which is so deferred). To the extent the Issuer delivers an Early Redemption Notice which relates to an Early Redemption Event which is an Annex Early Redemption Event or a Swap Agreement Termination Event prior to the Early Redemption Determination Date where it has served a prior Early Redemption Notice relating to any other Early Redemption Event, the Issuer will redeem each Security at its Early Redemption Amount on the Early Redemption Determination Date.

3.14 Partial Early Redemption

Where RCA Instalment Certificates is specified as applicable in the applicable Final Terms, subject to Collateral Linked Condition 3.14(f), the following shall apply:

- (a) where a Partial Early Redemption Event occurs, following the service of an Early Redemption Notice, the Securities will be redeemed in part only by redemption of the Affected Security Amount (and a *pro rata* proportion of the Nominal Amount of each Note or the Notional Amount of each Certificate, as the case may be, will be redeemed) in accordance with the terms set out in this Collateral Linked Condition 3 at their Partial Early Redemption Amount on the applicable Partial Early Redemption Date, but subject to Collateral Linked Condition 3.14(c), the Reference Securities which will be sold in

accordance with Collateral Linked Condition 3.2 and Collateral Linked Condition 3.3 will be the Affected Reference Securities only (and the net proceeds from the sale of such Affected Reference Securities shall constitute the Collateral Sale Proceeds for the purposes of calculating the applicable Partial Early Redemption Amount). Where an Early Redemption Notice is delivered relating to a Partial Early Redemption Event, Collateral Linked Condition 5.1 shall not apply provided that if a Partial Early Redemption Event occurs with respect to Reference Securities and there are no other Reference Securities in respect of which a Partial Early Redemption Event has not occurred, such event shall be treated as an Early Redemption Event. Where the same Partial Early Redemption Event affects more than one issue of Reference Securities, this Collateral Linked Condition 3.14 shall be applied separately in respect of each such Affected Reference Securities and the terms of this Collateral Linked Condition 3.14 shall be construed accordingly;

- (b) in connection with a Partial Early Redemption Event, an additional termination event shall be deemed to occur with respect to a portion of the notional amount of the Swap Agreement, as determined by the calculation agent under the Swap Agreement (the "**Terminated Portion**"). The Swap Agreement will continue in full force and effect and, subject to Collateral Linked Condition 3.14(c) (to the extent applicable to the Securities), shall not be affected by the Partial Early Redemption Event other than the termination of the Terminated Portion and no Related Agreement Termination Event will occur as a result of the designation of an early termination date in respect of the Terminated Portion. Where Additional RCA Disposal is not specified to be applicable in the applicable Final Terms, if the Swap Agreement Termination Payment payable by the Issuer to the Swap Counterparty in respect of a Terminated Portion relating to the relevant Partial Early Redemption Event is greater than the Adjusted Collateral Sale Proceeds, the Issuer's obligation to pay the Swap Agreement Termination Payment will be limited to the payment of an amount equal to the Adjusted Collateral Sale Proceeds;
- (c) where Additional RCA Disposal is specified to be applicable in the applicable Final Terms:
  - (i) if the Partial Early Redemption Amount determined is a negative figure (the amount below zero being the "**Partial Early Redemption Shortfall**"), the Calculation Agent (on behalf of the Issuer) will notify the Holders via the Clearing Systems of the occurrence of the relevant Partial Early Redemption Shortfall (a "**Partial Early Redemption Shortfall Notice**") and the Calculation Agent shall select which of the remaining Reference Securities are to be liquidated in accordance with Collateral Linked Condition 3.3 to fund the relevant Partial Early Redemption Shortfall; and
  - (ii) the Issuer or the Collateral Disposal Agent shall estimate the principal amount of selected Reference Securities to be realised (rounded up to the nearest integral multiple of the minimum denomination of the relevant Reference Securities) held by or on behalf of the Issuer at such time (the "**Additional Disposal Reference Securities**") such that the Partial Early Redemption Amount when recalculated to take account of the realisation of such Additional Disposal Reference Securities and termination of a further part of the Swap Agreement would be expected to be positive and then the Issuer or the Collateral Disposal Agent will subsequently effect such realisation of the Additional Disposal Reference Securities in accordance with Collateral Linked Condition 3.3, together with a further partial termination of the Swap Agreement. Upon such realisation and termination, the portion of each Security equal to the relevant Affected Security Amount will be



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redeemed by payment of the Partial Early Redemption Amount on the Partial Early Redemption Date;

- (d) for the purposes of determining the Nominal Outstanding of a Security, such amount shall be reduced by an amount equal to the relevant Affected Security Amount with effect from the Partial Early Redemption Date relating to the relevant Partial Early Redemption Event provided that, for the purposes of determining amounts of interest due and payable on the Securities, the Nominal Outstanding of each Security shall be deemed to have been reduced by the relevant Affected Security Amount with effect from, and including, the Interest Period End Date immediately preceding the date on which relevant Partial Early Redemption Event occurs with the result that no interest shall accrue in respect of the Affected Security Amount from, and including such immediately preceding Interest Period End Date;
- (e) the following amendments shall apply with respect to the Collateral Linked Conditions:
  - (i) The definition of Early Redemption Notice in Collateral Linked Condition 1.1 shall be deleted and replaced with the following:

""**Early Redemption Notice**" means a notice delivered by the Issuer to in accordance with Condition 18 (*Notices*) or the Certificateholders accordance with Condition 19 (*Notices*), as applicable, stating that an Early Redemption Event or Partial Early Redemption Event has occurred on or after the Event Trigger Date applicable to a series of Secured Securities;"
  - (ii) The definition of Swap Agreement Termination Payment in Collateral Linked Condition 1.1 shall be deleted and replaced with the following:

""**Swap Agreement Termination Payment**" means the termination payment due between the Issuer and the Swap Counterparty upon early termination of the Swap Agreement calculated in accordance with the terms of the Swap Agreement (or where a Partial Early Redemption Event has occurred, the early termination of the relevant Terminated Portion which relates to the Affected Reference Securities or, where Additional Reference Securities Disposal is specified to be applicable in the applicable Final Terms, any Additional Disposal Reference Securities, as the case may be, calculated in accordance with the terms of the Swap Agreement);"; and
  - (iii) Collateral Linked Condition 3.2 shall be amended by adding the words "or a Partial Early Redemption Event" after the words "Early Redemption Event" in the first line thereof and, when construing the terms of Collateral Linked Condition 3.2 and Collateral Linked Condition 5.3 where a Partial Early Redemption Event has occurred any reference therein to "Early Redemption Event" or "Reference Securities" shall be read as references to a Partial Early Redemption Event or the relevant Affected Reference Securities, respectively;

- (f) where Full Early Redemption is specified as applicable in the applicable Final Terms, Collateral Linked Conditions 3.14(a) to (e) shall not apply; and
- (g) Collateral Linked Conditions 3.10, 3.11 and 3.12 shall not apply to the Securities.

### 3.15 Instalment Notes

If the applicable Final Terms specify that the Notes are Instalment Notes, this Collateral Linked Condition 3.15 shall apply.

- (a) Each Note which is redeemable in instalments will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms.
- (b) If the applicable Final Terms specify that the Notes are redeemable in instalments and that Instalment Adjustment is applicable, each Note will be redeemed (i) in part by payment of the relevant Instalment Amount on each Instalment Date and (ii) with final redemption being made pursuant to Condition 7(a). The Instalment Amount in respect of an Instalment Date will be an amount calculated by the Calculation Agent equal to the product of the Nominal Amount immediately prior to such Instalment Date and the relevant Instalment Percentage specified in the applicable Final Terms in respect of such Instalment Date. Following each Instalment Date, the Nominal Amount shall be reduced by the Instalment Amount and all calculations and determinations in respect of the Notes shall be made on the basis of the Nominal Amount as so reduced (or in the case of calculations and determinations made in respect of all of the Notes, the aggregate of the Nominal Amount as so reduced).
- (c) If the applicable Final Terms specify that the Notes are redeemable in instalments and that OCA Instalment Adjustment is applicable, each Note will be redeemed (i) in part by payment of the relevant Instalment Amount on each Instalment Date and (ii) with final redemption being made pursuant to Condition 7(a). The Instalment Amount in respect of an Instalment Date will be an amount calculated by the Calculation Agent equal to the product of the original Nominal Amount as of the Issue Date and the relevant Instalment Percentage specified in the applicable Final Terms in respect of such Instalment Date. Following each Instalment Date, the Nominal Amount shall be reduced by the relevant Instalment Amount and, save for the calculation of the Instalment Amount, all calculations and determinations in respect of the Nominal Amount shall be made on the basis of the Nominal Amount as so reduced.
- (d) If the applicable Final Terms specify that the Notes are RCA Instalment Notes Collateral Linked Conditions 3.15(a) to (c) shall not apply and, each Note will be redeemed (i) in part on an Instalment Date by payment of the Instalment Amount(s) relating to the Reference Securities by reference to which the relevant Instalment Date was determined other than where the relevant Notes are specified to be Single Instalment RCA Instalment Notes in the applicable Final Terms and (ii) with final redemption being made pursuant to Condition 7(a). Following each Instalment Date (other than where the relevant Notes are specified to be Single Instalment RCA Instalment Notes in the applicable Final Terms), the Nominal Outstanding of a Note shall be reduced by the relevant Instalment Amount and all calculations and determinations in respect of the Notes shall be made on the basis of the Nominal Outstanding as so reduced. Where the relevant Notes are RCA Instalment Notes which are specified to be Single Instalment RCA Instalment Notes in the applicable Final

Terms, each Note will be redeemed in accordance with Condition 7(a) (Final Redemption) and no Instalment Amounts will be paid on the relevant Instalment Dates.

- (e) Notwithstanding the terms of Collateral Linked Condition 3.15(d),
  - (i) where the relevant Reference Securities are Affected Reference Securities; or
  - (ii) where Additional Reference Securities Disposal is specified as applicable in the applicable Final Terms, the relevant Reference Securities are Additional Disposal Reference Securities and the Unwound Instalment Portion is equal to the Full Instalment Amount applicable for such Additional Disposal Reference Securities,

no payment of an Instalment Amount shall be due on the related Instalment Date for such Reference Securities and instead a Partial Early Redemption Amount (where Full Early Redemption is not specified as applicable in the applicable Final Terms) or the Early Redemption Amount, as the case may be, shall be payable in accordance with Collateral Linked Condition 3.

### 3.16 RCA Instalment Certificates

- (a) If the applicable Final Terms specify that the Certificates are RCA Instalment Certificates, Condition 8(g) shall not apply and each Certificate will be redeemed (i) in part on an Instalment Date by payment of the Instalment Amount(s) relating to the Reference Securities by reference to which the relevant Instalment Date was determined other than where the relevant Certificates are specified to be Single Instalment RCA Instalment Certificates in the applicable Final Terms and (ii) with final redemption being made pursuant to Condition 8(a). Following each Instalment Date (other than where the relevant Certificates are specified to be Single Instalment RCA Instalment Certificates in the applicable Final Terms), the Nominal Outstanding of a Certificate shall be reduced by the relevant Instalment Amount and all calculations and determinations in respect of the Certificates shall be made on the basis of the Nominal Outstanding as so reduced. Where the relevant Certificates are RCA Instalment Certificates which are specified to be Single Instalment RCA Instalment Certificates in the applicable Final Terms, each Certificate will be redeemed in accordance with Condition 8(a) (Final Redemption) and no Instalment Amounts will be paid on the relevant Instalment Dates.

- (b) Notwithstanding the terms of Collateral Linked Condition 3.16(a),
  - (i) where the relevant Reference Securities are Affected Reference Securities; or
  - (ii) where Additional Reference Securities Disposal is specified as applicable in the applicable Final Terms, the relevant Reference Securities are Additional Disposal Reference Securities and the Unwound Instalment Portion is equal to the Full Instalment Amount applicable for such Additional Disposal Reference Securities,

no payment of an Instalment Amount shall be due on the related Instalment Date for such Reference Securities and instead a Partial Early Redemption Amount (where Full Early Redemption is not

specified as applicable in the applicable Final Terms) or the Early Redemption Amount, as the case may be, shall be payable in accordance with Collateral Linked Condition 3.

3.17 Interest Amounts in respect of Instalment Notes

In respect of Securities which are Instalment Notes, where the applicable Final Terms specify that the Notes are RCA Instalment Notes and:

- (a) the Securities are Fixed Rate Notes, Condition 5(a) shall be amended by deleting the second last three paragraphs thereof and replacing it with the following:

"Interest shall be calculated by applying the Rate of Interest to: (1) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate Nominal Outstanding of the Fixed Rate Notes represented by such Global Note on the last day of the Interest Period which falls immediately prior to the relevant Interest Payment Date; or (2) in the case of Fixed Rate Notes in definitive form, the Nominal Outstanding of the relevant Note on the last day of the Interest Period which falls immediately prior to the relevant Interest Payment Date, multiplying such sum by the applicable Day Count Fraction. The resultant figure shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention, and, in the case of Dual Currency Interest Notes, converting the resulting figure into the Settlement Currency as provided in Condition 5(n) below.

Where the Specified Denomination of a Fixed Rate Note in definitive form comprises more than one Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

"**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."

- (b) the Securities are Floating Rate Notes, Condition 5(b)(iii) shall be amended as follows by deleting the second paragraph thereof and replacing it with the following

"The Calculation Agent will calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate Nominal Outstanding of the Notes represented by such Global Note; or
- (B) in the case of Floating Rate Notes in definitive form, the Nominal Outstanding of the relevant Note,

and, in each case, multiplying such sum by the Day Count Fraction (if any) specified in the applicable Final Terms and rounding the resultant figure to the nearest sub-unit (as defined above) of the relevant Specified Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with the applicable market convention and, in the case of Dual Currency Interest Notes, converting the resulting figure into the Settlement Currency as provided in Condition 5(n) below. Where the Specified Denomination of a Floating Rate Note in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts

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(determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding."

- (c) the Securities are Linked Interest Notes, Condition 5(c)(iii) shall be amended as follows by deleting the second paragraph thereof and replacing it with the following

"The Calculation Agent will calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Linked Interest Notes which are represented by a Global Note, the aggregate Nominal Outstanding of the Notes represented by such Global Note; or
- (B) in the case of Linked Interest Notes in definitive form, the Nominal Outstanding of the relevant Note,

and, in each case, multiplying such sum by the Day Count Fraction (if any) specified in the applicable Final Terms and rounding the resultant figure to the nearest sub-unit (as defined above) of the relevant Specified Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with the applicable market convention and, in the case of Dual Currency Interest Notes, converting the resulting figure into the Settlement Currency as provided in Condition 5(n) below. Where the Specified Denomination of a Floating Rate Note in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding."

### 3.16 Interest Amounts in respect of Instalment Certificates

In respect of Securities which are Instalment Certificates, where the applicable Final Terms specify that the Certificates are RCA Instalment Certificates and:

- (a) the Securities are Fixed Rate Certificates, Condition 4(a) shall be amended by deleting the penultimate paragraph thereof and replacing it with the following:

"The Calculation Agent will calculate the amount of interest (the "**Interest Amount**") payable on a Certificate on an Interest Payment Date by applying the Rate of Interest to the Nominal Outstanding of the Certificate on the last day of the Interest Period which falls immediately prior to the relevant Interest Payment Date and multiplying such sum by the applicable Day Count Fraction (if any). The resultant figure 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. If the resulting 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.";

- (b) the Securities are Floating Rate Certificates, Condition 4(b)(iii) shall be amended as follows by deleting the final paragraph thereof and replacing it with the following:

"The Calculation Agent will calculate the amount of interest (the "**Interest Amount**") payable on a Certificate on an Interest Payment Date by applying the Rate of Interest to the Nominal Outstanding of the Certificate on the last day of the Interest Period which falls immediately prior to the relevant Interest Payment Date and multiplying such sum by the applicable Day Count Fraction (if any). The resultant figure shall be rounded to the nearest sub-unit of the relevant Settlement Currency, half of any such sub-unit being rounded

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upwards or otherwise in accordance with applicable market convention. If the resulting 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."; and

- (c) the Securities are Linked Interest Certificates, Condition 4(c)(iii) shall be amended as follows by deleting the final paragraph thereof and replacing it with the following:

"The Calculation Agent will calculate the amount of interest (the "**Interest Amount**") payable on a Certificate on an Interest Payment Date by applying the Rate of Interest to the Nominal Outstanding of the Certificate on the last day of the Interest Period which falls immediately prior to the relevant Interest Payment Date and multiplying such sum by the applicable Day Count Fraction (if any). The resultant figure 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. If the resulting 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."

### 3.17 Reference Collateral Settlement Disruption Events

If, in the opinion of the Calculation Agent, delivery of the Entitlement in such commercially reasonable manner as the Calculation Agent has determined is not practicable by reason of a Reference Collateral Settlement Disruption Event (as defined below) having occurred and continuing on the Delivery Date, then the Delivery Date shall be postponed to the first following Settlement Business Day in respect of which there is no such Reference Collateral Settlement Disruption Event, provided that, the Issuer may elect to satisfy its obligations in respect of the relevant Note or Certificate, as the case may be, by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Reference Collateral Settlement Disruption Event affects some but not all of the Reference Securities comprising the Entitlement, the Delivery Date for the Reference Securities not affected by the Reference Collateral Settlement Disruption Event will be the originally designated Delivery Date.

For so long as delivery of the Entitlement is not practicable by reason of a Reference Collateral Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof the Issuer may elect to satisfy its obligations in respect of the relevant Note or Certificate, as the case may be, by payment to the relevant Noteholder or Certificateholder of the Disruption Cash Redemption Amount (as defined below) to be apportioned pro rata amongst the relevant Holders of Securities on the tenth Business Day following the Issuer's receipt of the proceeds received from the sale of any Undelivered Reference Securities and the Issuer shall also give notice of such election to the Noteholders in accordance with Condition 18 (*Notices*) or the Certificateholders accordance with Condition 19 (*Notices*), as the case may be. Payment of the Disruption Cash Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with Condition 18 (*Notices*) or the Certificateholders accordance with Condition 19 (*Notices*), as the case may be. The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 18 (*Notices*) or the Certificateholders accordance with Condition 19 (*Notices*), as the case may be that a Reference Collateral Settlement Disruption Event has occurred. No Noteholder or Certificateholder shall be entitled to any payment in respect of the relevant Note or Certificate, as applicable, in the event of any delay in the delivery

of the Entitlement due to the occurrence of a Reference Collateral Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer or any Guarantor (if applicable).

For the purposes hereof:

**"Disruption Cash Redemption Amount"**, means the sale proceeds realised by the sale of any Undelivered Reference Securities where such sale shall take place in accordance with Collateral Linked Condition 3.3 (as if, regardless of whether Collateral Physical Settlement is specified as being applicable in the applicable Final Terms, an Early Redemption Event had occurred);

**"Reference Collateral Settlement Disruption Event"** means, in the opinion of the Calculation Agent, it is illegal, impossible or impracticable for the Issuer to make delivery of the Relevant Asset(s) in whole or in part and/or due to an event beyond the control of the Issuer, the Issuer cannot make delivery of the Relevant Asset(s) using the method specified in the applicable Final Terms;

**"Relevant Asset"** means the Reference Securities; and

**"Settlement Business Day"** has the meaning specified in the applicable Final Terms.

4. **Additional Provisions relating to Obligor Early Redemption Events, RCA Issuer Bond Failure to Pay and/or RCA Issuer Bond Restructuring Event**

4.1 Relevant Guarantee

If an Obligation or a Deliverable Obligation is a Relevant Guarantee, the following will apply:

- (a) For purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to be described by the same category or categories as those that describe the Underlying Obligation.
- (b) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or Deliverable Obligation Characteristics, if any, specified in the Final Terms or applicable in respect of the relevant Transaction Type from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law".
- (c) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the Final Terms or applicable in respect of the relevant Transaction Type from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated or Matured" and "Not Bearer".
- (d) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the RCA Reference Entity shall be deemed to refer to the Underlying Obligor.
- (e) For the avoidance of doubt the provisions of this Collateral Linked Condition 4.1 apply in respect of the definitions of "Obligation" and "Deliverable Obligation" as the context admits.

4.2 Maximum Maturity

For purposes of the application of the Deliverable Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.

4.3 Provisions for determining a Successor

- (a) The Calculation Agent may determine, following any succession (or, in relation to a RCA Reference Entity that is a Sovereign, a Sovereign Succession Event) and with effect from the Succession Date, any Successor or Successors under the definition of "Successor"; provided that the Calculation Agent will not make such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations. The Calculation Agent will make all calculations and determinations required to be made under the definition of "Successor" (or the provisions relating to the determination of a Successor) on the basis of Eligible Information. In calculating the percentages used to determine whether an entity qualifies as a Successor under the definition of "Successor", if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.
- (b) An entity may only be a Successor if:
  - (i) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after 1 January 2014;
  - (ii) the RCA Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the RCA Reference Entity; and
  - (iii) where the RCA Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.
- (c) In the case of an exchange offer, the determination required pursuant to the definition of "Successor" shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.
- (d) If two or more entities (each, a "**Joint Potential Successor**") jointly succeed to a Relevant Obligation (the "**Joint Relevant Obligation**") either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the RCA Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.



4.4 Definitions relating to Obligor Early Redemption Events

**"Accelerated or Matured"** means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise, is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws;

**"Assignable Loan"** means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction or organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the RCA Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if the RCA Reference Entity is guaranteeing such Loan) or any agent, and if specified as applicable to a Deliverable Obligation Category, the Assignable Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Loans;

**"Bond"** means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money obligation;

**"Bond or Loan"** means any obligation that is either a Bond or a Loan;

**"Borrowed Money"** means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit);

**"Conforming Reference Obligation"** means a Reference Obligation which is a Deliverable Obligation determined in accordance with paragraph (a) of the definition of "Deliverable Obligation";

**"Consent Required Loan"** means a Loan that is capable of being assigned or novated with the consent of the relevant RCA Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the RCA Reference Entity is guaranteeing such Loan) or any agent, and, if specified as applicable to a Deliverable Obligation Category, the Consent Required Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within the Deliverable Obligation Category that are Loans;

**"Credit Derivatives Definitions"** means the 2014 ISDA Credit Derivatives Definitions, as published by ISDA;

**"Credit Derivatives Determinations Committee"** means each committee established pursuant to the Rules for purposes of reaching certain DC Resolutions in connection with credit derivative transactions in the over-the-counter market, as more fully described in the Rules;

**"DC Resolution"** has the meaning given to that term in the Rules;

**"DC Secretary"** has the meaning given to that term in the Rules;

**"Default Requirement"** means the amount as may be specified as such in the Final Terms or, if a Transaction Type is specified, the amount specified as such in the Physical Settlement Matrix or its equivalent in the relevant Obligation Currency (or, if no such amount is specified, U.S.\$ 10,000,000

or its equivalent in the relevant Obligation Currency), in either case, as of the occurrence of the relevant Early Redemption Event;

**"Deliverable Obligation"** means:

- (a) any obligation of the relevant RCA Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the Method for Determining Deliverable Obligations; and
- (b) the Reference Obligation.

For purposes of the **"Method for Determining Deliverable Obligations"**, the term "Deliverable Obligation" may be defined as each obligation of the RCA Reference Entity described by the Deliverable Obligation Category specified in respect of the RCA Reference Entity and having each of the Deliverable Obligation Characteristics, if any, specified in respect of the RCA Reference Entity;

**"Deliverable Obligation Category"** means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan as specified in relation to a RCA Reference Entity. If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics. No Deliverable Obligation Characteristics are applicable to Reference Obligation Only;

**"Deliverable Obligation Characteristics"** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer. If (a) any of the Deliverable Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" is specified in the related Final Terms or is applicable in respect of the applicable Transaction Type, such Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds, (b) the Deliverable Obligation Characteristic "Transferable" is specified in the Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans, (c) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans and (d) more than one of "Assignable Loan", "Consent Required Loan" and "Direct Loan Participation" are specified in the Final Terms as Deliverable Obligation Characteristics or is applicable in respect of the applicable Transaction Type, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics;

**"Direct Loan Participation"** means a Loan in respect of which, pursuant to a participation agreement, the Swap Counterparty is capable of creating, or procuring the creation of, a contractual right in favour of the Issuer that provides the Issuer with recourse to the participation seller for a

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specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between the Issuer and either:

- (a) the Swap Counterparty (in either case, to the extent that the Swap Counterparty (as applicable), is then a lender or member of the relevant lending syndicate), or
- (b) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate);

**"Domestic Currency"** means the currency specified as such in relation to a RCA Reference Entity and any successor currency thereto. If no currency is so specified, the Domestic Currency shall be the lawful currency and any successor currency of:

- (a) the relevant RCA Reference Entity, if the RCA Reference Entity is a Sovereign; or
- (b) the jurisdiction in which the relevant RCA Reference Entity is organised, if the RCA Reference Entity is not a Sovereign;

**"Domestic Law"** means each of the laws of (a) the RCA Reference Entity, if such RCA Reference Entity is a Sovereign, or (b) the jurisdiction in which the RCA Reference Entity is organized, if such RCA Reference Entity is not a Sovereign;

**"Downstream Affiliate"** means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the RCA Reference Entity;

**"Eligible Information"** means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information;

**"Excluded Obligation"** means:

- (a) any obligation of the RCA Reference Entity specified as such or of a type described in the related Final Terms;
- (b) if "Financial Entity Terms" is specified as applicable in respect of the RCA Reference Entity and the Reference Entity is a Senior Transaction, then for purposes of determining whether a RCA Issuer/Parent Governmental Intervention Event or RCA Issuer/Parent Restructuring has occurred, any Subordinated Obligation; and
- (c) if "Financial Entity Terms" is specified as applicable in respect of the RCA Reference Entity and the RCA Reference Entity is a Subordinated Transaction, then for purposes of determining whether a RCA Issuer/Parent Governmental Intervention Event or RCA Issuer/Parent Restructuring has occurred, any Further Subordinated Obligation;

**"Fixed Cap"** means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the RCA Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs);

**"Further Subordinated Obligation"** means, if the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto;

**"Grace Period"** means:

- (a) subject to sub-paragraph (b), the applicable grace period with respect to payments under and in accordance with the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred provided that if the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Maturity Date or the Scheduled Redemption Date, as applicable, the Grace Period shall be deemed to expire on the Scheduled Maturity Date or the Scheduled Redemption Date, as applicable; and
- (b) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that such deemed Grace Period shall expire no later than the Scheduled Maturity Date;

**"Grace Period Business Day"** means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation or if a place or places are not so specified, (a) if the Obligation Currency is the euro, a T2 Settlement Day, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency;

**"Guarantee"** means a Relevant Guarantee or a guarantee which is the Reference Obligation;

**"Listed"** means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange and, if specified as applicable to an Obligation Category, the Listed Obligation Characteristic shall be applicable only in respect of obligations within that Obligation Category that are Bonds;

**"Loan"** means any obligation of a type included in the Borrowed Money Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money;

**"Maximum Maturity"** means an obligation that has a remaining maturity of not greater than:

- (a) the period specified in relation to a RCA Reference Entity; or
- (b) if no such period is so specified, 30 years;

**"Non-Conforming Reference Obligation"** means a Reference Obligation which is not a Conforming Reference Obligation;

**"Non-Conforming Substitute Reference Obligation"** means an obligation which would be a Deliverable Obligation determined in accordance with paragraph (a) of the definition of "Deliverable Obligation" on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable);

**"Non-Standard Reference Obligation"** means the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation;

**"Not Bearer"** means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, Luxembourg or any other internationally recognised clearing system and, if specified as applicable to a Deliverable Obligation Category, the Not Bearer Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds;

**"Not Domestic Currency"** means any obligation that is payable in any currency other than the applicable Domestic Currency, provided that a Standard Specified Currency shall not constitute a Domestic Currency;

**"Not Domestic Issuance"** means any obligation other than an obligation that was issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the RCA Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the RCA Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the RCA Reference Entity) shall be deemed not to be issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the RCA Reference Entity;

**"Not Domestic Law"** means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law;

**"Not Sovereign Lender"** means any obligation that is not primarily owed to (A) a Sovereign or (B) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt";

**"Not Subordinated"** means an obligation that is not Subordinated to (I) the Reference Obligation or (II) the Prior Reference Obligation, if applicable;

**"Obligation"** means:

- (a) any obligation of the relevant RCA Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the Method for Determining Obligations; and
- (b) the relevant Reference Obligations,

in each case, unless it is an Excluded Obligation;

For purposes of the **"Method for Determining Obligations"**, the term "Obligation" may be defined as each obligation of the RCA Reference Entity described by the Obligation Category specified in respect thereof and having each of the Obligation Characteristics, if any, specified in respect thereof, in each case, immediately prior to the Early Redemption Event which is the subject of the Early Redemption Notice;

**"Obligation Category"** means Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in relation to a RCA Reference Entity;

**"Obligation Characteristic"** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance as specified in relation to a RCA Reference Entity, provided that:

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- (a) if either of the Obligation Characteristics "Listed" or "Not Domestic Issuance" is specified in the related Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds; and
- (b) if "Financial Entity Terms" and "RCA Issuer/Parent Governmental Intervention Event" are specified as applicable in respect of a RCA Reference Entity, if an obligation would otherwise satisfy a particular Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the RCA Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a RCA Issuer/Parent Governmental Intervention Event shall not cause such obligation to fail to satisfy such Obligation Characteristic;

**"Original Non-Standard Reference Obligation"** means the obligation of the RCA Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation in relation to the RCA Reference Entity (if any is so specified) provided that if an obligation is not an obligation of the RCA Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation for purposes of the RCA Reference Entity (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic) unless (a) otherwise specified in the Final Terms by reference to this definition, or (b) the RCA Reference Entity is a Reference Obligation Only Trade;

**"Payment"** means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;

**"Payment Requirement"** means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not so specified in the applicable Final Terms, U.S.\$ 1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant RCA Issuer/Parent Payment Default Event, RCA Issuer Bond Failure to Pay, or Potential Failure to Pay, as applicable;

**"Permitted Transfer"** means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the RCA Reference Entity to the same single transferee;

**"Physical Settlement Matrix"** means the Credit Derivatives Physical Settlement Matrix Supplement to the Credit Derivatives Definitions, as most recently amended or supplemented as at the Trade Date (unless otherwise specified in relation to a RCA Reference Entity) and as published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto), provided that any reference therein to:

- (a) "Confirmation" shall be deemed to be a reference to the Final Terms;
- (b) "Floating Rate Payer Calculation Amount" shall be deemed to be a reference to the Specified Currency;
- (c) "Section 1.32" shall be deemed to be a reference to "Early Redemption Notice" as defined in this Annex 12;

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**"Potential Failure to Pay"** means the failure by the RCA Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations;

**"Potential Repudiation/Moratorium"** means the occurrence of an event described in subparagraph (a) of the definition of "Repudiation/Moratorium";

**"Prior Reference Obligation"** means, in circumstances where there is no Reference Obligation applicable to a RCA Reference Entity, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the related Final Terms as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the RCA Reference Entity;

**"Private-side Loan"** means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information;

**"Qualifying Affiliate Guarantee"** means a Qualifying Guarantee provided by the RCA Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of the RCA Reference Entity;

**"Qualifying Guarantee"** means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the RCA Reference Entity irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

- (a) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or
- (b) pursuant to the terms applicable thereto, the principal payment obligations of the RCA Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case, other than:
  - (i) by payment;
  - (ii) by way of Permitted Transfer;
  - (iii) by operation of law;
  - (iv) due to the existence of a Fixed Cap; or
  - (v) due to:
    - (A) provisions permitting or anticipating a RCA Issuer/Parent Governmental Intervention Event, if "Financial Entity Terms" is specified as applicable in respect of the RCA Reference Entity; or

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- (B) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in respect of the RCA Reference Entity.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the RCA Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non- payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of "RCA Issuer/Parent Bankruptcy" in respect of the RCA Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

- (x) the benefit of such guarantee must be capable of being delivered together with the delivery of the Underlying Obligation; and
- (y) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being delivered together with the delivery of such guarantee;

**"Reference Obligation"** means the Standard Reference Obligation, if any, unless:

- (a) "Standard Reference Obligation" is specified as not applicable in relation to a RCA Reference Entity, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or
- (b) (i) "Standard Reference Obligation" is specified as applicable in relation to a RCA Reference Entity (or no election is specified in relation to a RCA Reference Entity), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in relation to a RCA Reference Entity, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

If the Standard Reference Obligation is removed from the SRO List, such obligation shall cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic) and there shall be no Reference Obligation unless and until such obligation is subsequently replaced on the SRO List, in which case, the new Standard Reference Obligation in respect of the RCA Reference Entity shall constitute the Reference Obligation;

**"Reference Obligation Only"** means any obligation that is a Reference Obligation and no Obligation Characteristics (for purposes of determining Obligations) shall be applicable where Reference Obligation Only applies;

**"Relevant Guarantee"** means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in respect of the RCA Reference Entity, a Qualifying Guarantee;

**"Relevant Obligations"** means the Obligations of the RCA Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:



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- (a) any Bonds or Loans outstanding between the RCA Reference Entity and any of its Affiliates, or held by the RCA Reference Entity, shall be excluded;
- (b) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under the definition of "Successor", make the appropriate adjustments required to take account of any Obligations of the RCA Reference Entity which fall within the Obligation Category "Bond or Loan" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;
- (c) if "Financial Entity Terms" is specified as applicable in respect of the RCA Reference Entity and "Senior Transaction" is applicable in respect of the RCA Reference Entity, the related Relevant Obligations shall only include the Senior Obligations of the RCA Reference Entity which fall within the Obligation Category "Bond or Loan"; and
- (d) if "Financial Reference Entity Terms" is specified as applicable in respect of the RCA Reference Entity, and "Subordinated Transaction" is applicable in respect of the RCA Reference Entity, the related Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the RCA Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall have the same meaning as it would if the "Senior Transaction" were applicable in respect of the RCA Reference Entity;

**"Repudiation/Moratorium Evaluation Date"** means, if a Potential Repudiation/Moratorium occurs on or prior to the Maturity Date or Redemption Date (as the case may be):

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of:
  - (i) the date that is 60 days after the date of such Potential Repudiation/Moratorium; and
  - (ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date); and
- (b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium;

**"Senior Obligation"** means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the RCA Reference Entity;

**"Senior Transaction"** means a RCA Reference Entity for which (a) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (b) there is no Reference Obligation or Prior Reference Obligation;

**"Seniority Level"** means, with respect to an obligation of the relevant RCA Reference Entity, (a) "Senior Level" or "Subordinated Level" as specified in respect of the relevant RCA Reference Entity, or (b) if no such seniority level is specified in respect of the RCA Reference Entity, "Senior Level" if the Original Non-Standard Reference Obligation is a Senior Obligation or "Subordinated Level" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which (c) "Senior Level";

**"Solvency Capital Provisions"** means any terms in an obligation which permit the RCA Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier;

**"Sovereign"** means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including, without limiting the foregoing, the central bank) thereof;

**"Specified Currency"** means an obligation that is payable in the currency or currencies specified as such in respect of the RCA Reference Entity (or, if "Specified Currency" is specified in respect of the RCA Reference Entity and no currency is so specified, any Standard Specified Currency), provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority;

**"SRO List"** means the list of Standard Reference Obligations as published by ISDA on its website at [www.isda.org](http://www.isda.org) from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time;

**"Standard Reference Obligation"** means the obligation of the RCA Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List;

**"Standard Specified Currencies"** means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole);

**"Steps Plan"** means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the RCA Reference Entity, by one or more entities;

**"Subordinated Obligation"** means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the RCA Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of the RCA Reference Entity existed;

**"Subordinated Transaction"** means a RCA Reference Entity for which the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation;

**"Subordination"** means, with respect to an obligation (the **"Second Obligation"**) and another obligation of the RCA Reference Entity to which such obligation is being compared (the **"First Obligation"**), a contractual, trust or similar arrangement providing that (I) upon the liquidation, dissolution, reorganization or winding-up of the RCA Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation, or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against the RCA Reference Entity at any time that the RCA Reference Entity is in payment arrears or is otherwise in default under the First Obligation. "Subordinated" will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit

support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the RCA Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and "Standard Reference Obligation" is applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date;

**"Substitute Reference Obligation"** means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

- (a) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with paragraphs (c), (d) and (e) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.
- (b) If any of the events set forth under paragraphs (i) or (iii) of the definition of "Substitution Event" have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic and paragraph (c)(ii) below). If the event set forth in paragraph (ii) of the definition of "Substitution Event" has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under paragraphs (i) or (iii) of the definition of "Substitution Event" occur with respect to such Non-Standard Reference Obligation.
- (c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:
  - (i) is a Borrowed Money obligation of the RCA Reference Entity (either directly or as provider of a guarantee);
  - (ii) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and
  - (iii) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:
    - (I) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of "Deliverable Obligation"; or if no such obligation is available,

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- (II) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of "Deliverable Obligation";
- (B) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:
  - (I) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
  - (II) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of "Deliverable Obligation"; or if no such obligation is available,
  - (III) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
  - (IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of "Deliverable Obligation"; or
- (C) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:
  - (I) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
  - (II) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
  - (III) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of "Deliverable Obligation"; or if no such obligation is available,
  - (IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of "Deliverable Obligation".
- (d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in paragraph (c), the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Credit Linked Securities, as determined by the Calculation Agent. The Substitute Reference Obligation determined by the Calculation Agent shall, without further action, replace the Non-Standard Reference Obligation.
- (e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation, then, subject to paragraph (a) and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to

be the Reference Obligation in accordance with paragraph (b), the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation;

**"Substitute Reference Obligation Resolution Request Date"** means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve a Substitute Reference Obligation to the Non-Standard Reference Obligation, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective;

**"Substitution Date"** means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent identifies the Substitute Reference Obligation in accordance with the definition of "Substitute Reference Obligation";

**"Substitution Event"** means, with respect to the Non-Standard Reference Obligation:

- (a) the Non-Standard Reference Obligation is redeemed in whole;
- (b) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD 10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or
- (iii) for any reason, other than due to the existence or occurrence of an Early Redemption Event, the Non-Standard Reference Obligation is no longer an obligation of the RCA Reference Entity (either directly or as provider of a guarantee).

For purposes of identification of the Non-Standard Reference Obligation, any change in the Non-Standard Reference Obligation's CUSIP or ISIN number or other similar identifier will not, in and of itself, constitute a Substitution Event.

If an event described in paragraphs (a) or (b) of the definition of "Substitution Event" has occurred on or prior to the Trade Date, then a Substitution Event shall be deemed to have occurred pursuant to such paragraph (a) or (b), as the case may be, on the Trade Date;

**"Substitution Event Date"** means, with respect to the Reference Obligation, the date of the occurrence of the relevant Substitution Event;

**"succeed"** for the purposes of the provisions relating to the determination of a Successor and the definitions of "Successor" and "Sovereign Succession Event", means, with respect to the RCA Reference Entity and its Relevant Obligations, that an entity other than the RCA Reference Entity (i) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a RCA Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (ii) issues Bonds or incurs Loans (the **"Exchange Bonds or Loans"**) that are exchanged for Relevant Obligations, and in either case the RCA Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans, as applicable. For purposes of the provisions relating to the determination of a Successor and the definitions of "Successor" and "Sovereign Succession Event", **"succeeded"** and **"succession"** shall be construed accordingly;

**"Succession Date"** means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the RCA Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (i) the date on which a determination pursuant

to the definition of "Successor" would not be affected by any further related successions in respect of such Steps Plan, or (ii) the occurrence of an Early in respect of the RCA Reference Entity or any entity which would constitute a Successor;

**"Successor Backstop Date"** means for purposes of any Successor determination determined by DC Resolution, the date that is ninety calendar days prior to the Successor Resolution Request Date otherwise, the date that is ninety calendar days prior to the earlier of (i) the date on which the Calculation Agent determines a succession (or, in relation to a RCA Reference Entity that is a Sovereign, a Sovereign Succession Event) has occurred and (ii) the Successor Resolution Request Date, in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Calculation Agent determines, not more than fifteen Business Days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, a succession (or, in relation to a RCA Reference Entity that is a Sovereign, a Sovereign Succession Event) has occurred. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention;

**"Successor"** means in respect of a RCA Issuer, any successor entity which assumes the Reference Securities or, if there is more than one such successor entity, the successor entity which assumes the highest proportion of the outstanding principal amount of such Reference Securities as determined by the Calculation Agent, provided that if more than one successor entity assumes such highest proportion of such Reference Securities, the successor entity shall be determined by the Calculation Agent in a commercially reasonable manner provided further that if one or more of RCA Issuer/Parent Bankruptcy Event, RCA Issuer Bond Failure to Pay, RCA Issuer Bond Restructuring Event, RCA Issuer/Parent Payment Default Event, RCA Issuer/Parent Restructuring Event RCA Issuer/Parent Governmental Intervention Event, RCA Issuer/Parent Obligation Acceleration Event or RCA Issuer/Parent Repudiation/Moratorium Event applies to an RCA Reference Entity in respect of the relevant series of Securities, the entity or entities, if any, determined as follows:

- (a) subject to paragraph (g) below, if one entity succeeds, either directly or as a provider of a Relevant Guarantee, to seventy-five per cent. or more of the Relevant Obligations of the RCA Reference Entity, that entity will be the sole Successor in respect of the relevant RCA Reference Entity;
- (b) if only one entity succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. (but less than seventy-five per cent) of the Relevant Obligations of the RCA Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the RCA Reference Entity remain with the RCA Reference Entity, the entity that succeeds to more than twenty-five per cent. of the Relevant Obligations will be the sole Successor in respect of the relevant RCA Reference Entity;
- (c) if more than one entity each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. of the Relevant Obligations of the RCA Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the RCA Reference Entity, the entities that succeed to more than twenty-five per cent. of the Relevant Obligations will each be a Successor;
- (d) if one or more entities each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. of the Relevant Obligations of the RCA Reference Entity, and more than twenty-five per cent. of the Relevant Obligations of the

RCA Reference Entity remain with the RCA Reference Entity, each such entity and the RCA Reference Entity will each be a Successor;

- (e) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the RCA Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the RCA Reference Entity and the RCA Reference Entity continues to exist, there will be no Successor and the RCA Reference Entity will not be changed in any way as a result of such succession;
- (f) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the RCA Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the RCA Reference Entity and the RCA Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor); and
- (g) in respect of a RCA Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the RCA Reference Entity, and at the time of the determination either (A) the RCA Reference Entity has ceased to exist, or (B) the RCA Reference Entity is in the process of being dissolved (howsoever described) and the RCA Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the "**Universal Successor**") will be the sole Successor for the relevant RCA Reference Entity;

**"Successor Resolution Request Date"** means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to the RCA Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective;

**"Transaction Type"** means, unless otherwise specified in the Final Terms, each "Transaction Type" specified as such in the Physical Settlement Matrix from time to time. Where a Transaction Type is specified in the Final Terms in respect of any RCA Reference Entity, then the provisions of these Collateral Linked Conditions shall apply with respect to such RCA Reference Entity in accordance with the Physical Settlement Matrix as it applies to such Transaction Type, as though such Physical Settlement Matrix were set out in full in the Final Terms; and

**"Transferable"** means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:

- (a) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);
- (b) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or
- (c) restrictions in respect of blocked periods on or around payment dates or voting periods.

#### 4.5 NTCE Provisions

Unless "NTCE Provisions" is specified as not applicable in the applicable Final Terms, the following provisions shall apply where one or more of the Early Redemption Events set out in the definition of Obligor Early Redemption Event or Obligor Early Redemption Event is applicable.

- (a) The definition of "RCA Issuer/Parent Payment Default Event" in Credit Linked Condition 10 shall be deleted and replaced with the following:

**"RCA Issuer/Parent Payment Default Event"** means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure.

If an occurrence that would constitute a RCA Issuer/Parent Payment Default Event (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a RCA Issuer/Parent Payment Default Event unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

Unless "Credit Deterioration Requirement" is specified as not applicable in the applicable Final Terms with respect to the relevant RCA Reference Entity, then, notwithstanding the foregoing, it shall not constitute a RCA Issuer/Parent Payment Default Event if such failure does not directly or indirectly either result from, or result in, a deterioration in the creditworthiness or financial condition of the Reference Entity, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. In making such determination, the Calculation Agent may take into account the guidance note set out in paragraph 3 (Interpretive Guidance) of the ISDA 2019 Narrowly Tailored Credit Event Supplement to the 2014 ISDA Credit Derivatives Definitions (published on July 15, 2019)."



**USE OF PROCEEDS**

The net proceeds of each Series of Securities and any Related Securities will be used to acquire the assets which will comprise the Charged Assets, to make payments under any agreement (including, without limitation, any Related Agreement) relating to the relevant Securities and any Related Securities and/or to make payment to the counterparty to any Swap Agreement and/or to a bank or other entity pursuant to any Deposit Agreement and/or to the counterparty to any Repurchase Agreement in connection with any such Securities and/or to pay fees and expenses in connection with the administration of the Issuer and/or such Securities and any Related Securities. If, in respect of any Series of Securities, there is a particular identified use of proceeds, in addition to or other than the foregoing, this will be stated in the applicable Final Terms.

**DESCRIPTION OF BNPP INDICES**

Securities issued under the Programme may be linked to the performance of certain indices. Where any Securities are linked to the performance of an index which is designated as a "Custom Index" in the applicable Final Terms:

- (a) the complete set of rules of such index and information on the performance of the index are freely accessible on the following website: <https://indx.bnpparibas.com/>, or such other website as may be specified in the applicable Final Terms; and
- (b) the governing rules (including the methodology of the index for the selection and the rebalancing of the components of the index, description of market adjustment events and adjustment rules) are based on pre-determined and objective criteria.

**FORM OF GUARANTEE**

Terms defined in the Terms and Conditions of the Notes, the Terms and Conditions of the Warrants or the Terms and Conditions of the Certificates (as the case may be), as completed by the applicable Final Terms (the "**Conditions**"), and not otherwise defined in this Guarantee, shall have the same meanings when used in this section.

The Guarantor may agree to guarantee the obligations of the Issuer under a Series of Securities that are specified as being guaranteed notes, guaranteed warrants or guaranteed certificates (as the case may be) in the applicable Final Terms ("**Guaranteed Notes**", "**Guaranteed Warrants**" or "**Guaranteed Certificates**", as the case may be, and together the "**Guaranteed Securities**") pursuant to a guarantee in one of the forms of the guarantee set out below depending on the form and Guarantor specified in the applicable Final Terms.

The Guaranteed Securities may be issued pursuant to an Issue Deed which incorporates the Master Trust Terms between the Issuer and BNP Paribas Trust Corporation UK Limited as trustee (the "**Trustee**") (the "**Trust Deed**"). The relevant Trust Deed and Guarantee shall each be governed by and construed in accordance with English law.

If the form of Guarantee specified as applicable in the applicable Final Terms is "General Guarantee" then the form of Guarantee will be as follows where BNPP is the Guarantor (the "**General Guarantee**"):

"**THIS GUARANTEE** is made by way of deed on *[insert date]* by BNP Paribas S.A. (the "**Guarantor**") in favour of the Trustee for itself and for the benefit for the time being of the holders of the Securities (as defined below) (each a "**Holder**").

**WHEREAS:**

The Guarantor has agreed to guarantee the obligations of the Issuer under the Securities (the "**Guaranteed Securities**") on the terms of this Guarantee.

Terms defined in the Terms and Conditions of *[insert name of the Securities]* (the "**Securities**"), as completed by the applicable Final Terms (the "**Conditions**"), and not otherwise defined in this 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 Securities by the Issuer shall be construed to refer to (if applicable) in the event of a bail-in of the Guarantor, such obligations, sums and/or amounts as reduced by reference to, and in the same proportion as, any such reduction or modification applied to liabilities of the Guarantor following the application of a bail-in of the Guarantor by any relevant authority (including in a situation where the Guarantee itself is not the subject of such bail-in).

**NOW THIS DEED WITNESSES** as follows:

1. **GUARANTEE**

Subject as provided below, the Guarantor irrevocably guarantees to the Trustee for itself and for the benefit of the holders for the time being of the Guaranteed Securities (each a "**Holder**") that, if for any reason the Issuer does not pay any sum payable by it or perform any other obligation in respect of any Guaranteed Security on the date specified for such payment or performance (the "**Guaranteed Obligations**"), the Guarantor will, in accordance with the applicable Terms and Conditions of the Guaranteed Securities (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. In case of the failure of the Issuer to satisfy such obligations as and when the same become due, the Guarantor hereby undertakes to 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 obligation after a demand has been made on the Guarantor pursuant to clause 10 hereof and provided that the Guarantor shall not be obliged to make any payment under this Guarantee until the Charged Assets have been realised or liquidated in full in

the manner set out in Condition 12 of the Guaranteed Notes, Condition 13 of the Guaranteed Warrants or Condition 14 of the Guaranteed Certificates, as the case may be.

The Guaranteed Obligations are, for the avoidance of doubt, limited to the same extent as such sum or obligation due by the Issuer is itself limited (i) by the provisions of the Securitisation Act 2004 and (ii) the applicable Conditions, including, without limitation, (1) those Conditions relating to the applicable redemption amount or termination amount (which amount may be limited to the liquidation proceeds of the Charged Assets of the Compartment relating to such Security) and (2) those Conditions relating to Compartments, limited recourse, non-petition, subordination and priority of payments in respect of the relevant Guaranteed Security.

**2. SUBROGATION OF THE GUARANTOR**

The Guarantor will be fully and automatically subrogated to all rights of the holders of the Guaranteed Securities and the Trustee to payments of the Guaranteed Obligations, and to any rights appurtenant thereto, to the fullest extent permitted by applicable law to the extent of such payment in respect of amounts due in respect of the Securities which have been paid by the Guarantor under this Guarantee; provided that the Guarantor shall not without the consent of the Trustee be entitled to enforce or to receive any payments arising out of or based upon or prove in any insolvency or winding up of the Issuer in respect of such right of subrogation until such time as all Guaranteed Obligations due under this Guarantee have been paid in full.

**3. THE GUARANTOR AS PRINCIPAL OBLIGOR**

As between the Guarantor and the Trustee but without affecting the Issuer's obligations, the Guarantor will be liable under this Guarantee as if it were the sole principal obligor and not merely a surety provided that (i) the Issuer has failed to satisfy its obligations as and when they become due, (ii) the Charged Assets have been realised or liquidated in full in the manner set out in Condition 12 of the Guaranteed Notes, Condition 13 of the Guaranteed Warrants, or Condition 14 of the Guaranteed Certificates, as the case may be, and (iii) a demand has been made on the Guarantor pursuant to clause 9 hereof. 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 the Issuer or any other person, (2) any amendment to any of the Conditions or to any security or other guarantee or indemnity, (3) the release of any such security, guarantee or indemnity or (4) the dissolution, amalgamation, reconstruction or reorganisation of the Issuer or any other person).

**4. THE GUARANTOR'S OBLIGATIONS CONTINUING**

The Guarantor'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 Guaranteed Security (including if the relevant Security is a Warrant, where such Warrant remains subject to exercise). Furthermore, those obligations of the Guarantor 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 the Guarantor or otherwise.

**5. STATUS**

This Guarantee is a senior preferred obligation (within the meaning of Article L.613-30-3-I-3° of the French Code *monétaire et financier*) and an unsecured obligation of BNP Paribas SA and will rank *pari passu* with all its other present and future senior preferred and unsecured obligations subject to such exceptions as may from time to time be mandatory under French law.

**6. DISCHARGE BY THE ISSUER**

If any payment received by, or other obligation discharged to or to the order of, the holder of any Guaranteed Security is, on the subsequent bankruptcy or insolvency of the Issuer, 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 the Guarantor and this Guarantee will continue to apply as if such payment or obligation had at all times remained owing due by the Issuer.

## 7. INDEMNITY

As a separate and alternative stipulation, the Guarantor unconditionally and irrevocably agrees that any sum or obligation which, although expressed to be payable or deliverable under the Guaranteed Securities, is for any reason (whether or not now existing and whether or not now known or becoming known to the Issuer, the Guarantor or the Trustee) not recoverable from the Guarantor on the basis of a guarantee will nevertheless be recoverable from the Guarantor as if it were the sole principal obligor and will be paid or performed by it in favour of the Trustee (for itself and as trustee for the Holders) on demand by the Trustee provided that (i) the Issuer has failed to satisfy its obligations as and when they become due, (ii) the Charged Assets have been realised or liquidated in full in the manner set out in Condition 12 of the Guaranteed Notes, Condition 13 of the Guaranteed Warrants or Condition 14 of the Guaranteed Certificates, as the case may be, and (iii) a demand has been made on the Guarantor pursuant to clause 9 hereof and that in no circumstances shall the Guarantor be obliged to pay an amount under this Guarantee which is greater than the amount payable by the Issuer in respect of the Guaranteed Obligations, such Guaranteed Obligations being, for the avoidance of doubt, limited to the same extent as such sum or obligation due by the Issuer is itself limited by (1) the provisions of the Securitisation Act 2004 and (2) the applicable Conditions, including, without limitation, (a) those Conditions relating to the applicable redemption amount or termination amount (which amount may be limited to the liquidation proceeds of the Charged Assets of the Compartment relating to such Security) and (b) those Conditions relating to Compartments, limited recourse, non-petition, subordination and priority of payments in respect of the relevant Guaranteed Security. Accordingly, the Guarantor 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 the Issuer or any other person, (2) any amendment to any of the Conditions or to any security or other guarantee or indemnity, (3) the release of any such security, guarantee or indemnity or (4) the dissolution, amalgamation, reconstruction or reorganisation of the Issuer or any other person).

## 8. RESOLUTION PROCEEDINGS AGAINST THE GUARANTOR

By its acquisition of the Securities, each Holder (which, for the purposes of this clause 8, includes any current or future holder of a beneficial interest in the Securities) acknowledges, accepts, consents and agrees:

- (a) to be bound by the effect of the exercise of the Bail-in or Loss Absorption Power (as defined below) by the Relevant Resolution Authority (as defined below) if the latter was to consider that the Amounts Due fall within the scope of the Bail-in or Loss Absorption Power. This Bail-in or Loss Absorption Power may include and result in any of the following, or some combination thereof:
  - (i) the reduction of all, or a portion, of the Amounts Due;
  - (ii) the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Guarantor or another person (and the issue to the Holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of this Guarantee, in which case the Holder agrees to accept in lieu of its rights under this Guarantee any such shares, other securities or other obligations of the Guarantor or another person;
  - (iii) the cancellation of this Guarantee; and/or
  - (iv) the amendment or alteration of the term of this Guarantee, including by suspending payment for a temporary period;
- (b) if applicable, that the terms of this Guarantee are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in or Loss Absorption Power by the Relevant Resolution Authority.

For these purposes, the "**Amounts Due**" are the amounts payable under this Guarantee.

The "**Bail-in or Loss Absorption Power**" is any power existing from time to time under any laws,

regulations, rules or requirements in effect in France, relating to the transposition of Directive 2014/59/EU 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 (as amended from time to time), including without limitation pursuant to French decree-law No. 2015-1024 dated 20 August 2015 (*Ordonnance portant diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière*) (as amended from time to time) ratified by the Law n°2016-1691 of 9 December 2016 relating to transparency, the fight against corruption and the modernisation of economic life (*Loi no. 2016-1691 du 9 décembre 2016 relative à la transparence, à la lutte contre la corruption et à la modernisation de la vie économique*) (as amended from time to time, this ordinance was ratified by the Law n°2016-1691), 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 and amending Regulation (EU) No 1093/2010 (as amended from time to time, including by Regulation (EU) 2019/877 dated 20 May 2019, the "**Single Resolution Mechanism Regulation**"), or otherwise arising under French law, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of a Regulated Entity (or an affiliate of such Regulated Entity) can be reduced (in part or in whole), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of a Regulated Entity (or an affiliate of such Regulated Entity) can be converted into shares, other securities, or other obligations of such Regulated Entity or any other person, whether in connection with the implementation of a bail-in tool following placement in resolution.

A reference to a "**Regulated Entity**" is any entity referred to in Section 1 of Article L.613-34 of the French Code monétaire et financier, which includes certain credit institutions, investment firms, and certain of their parent or holding companies established in France.

A reference to the "**Relevant Resolution Authority**" is to the *Autorité de contrôle prudentiel et de résolution*, the Single Resolution Board established pursuant to the Single Resolution Mechanism Regulation, and/or any other authority entitled to exercise or participate in the exercise of any Bail-in or Loss Absorption Power against the Guarantor from time to time (including the Council of the European Union and the European Commission when acting pursuant to Article 18 of the Single Resolution Mechanism Regulation).

The matters set forth in this clause 8 shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Guarantor and any Holder.

#### 9. **INCORPORATION OF TERMS**

The Guarantor agrees that it shall comply with and be bound by those provisions contained in the Conditions which relate to it.

#### 10. **DEMAND ON THE GUARANTOR**

Any demand hereunder shall be given in writing addressed to the Guarantor served at its office at Legal CIB, 3 rue Taitbout, 75009 Paris, France. A demand so made shall be deemed to have been duly made two 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 two Paris Business Days after the Paris Business Day immediately following such day.

#### 11. **DEPOSIT OF GUARANTEE**

This Guarantee shall be deposited with and held by the Trustee for the benefit of itself and the Holders.

#### 12. **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.

**13. JURISDICTION**

The courts of England shall have exclusive 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 and accordingly the Guarantor submits to the exclusive jurisdiction of the English courts to hear all suits, actions or proceedings relating to any such dispute. The Guarantor waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum.

**14. SERVICE OF PROCESS**

The Guarantor 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.

**15. 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 apart from that Act.

IN WITNESS whereof this Guarantee has been executed and delivered by BNP Paribas S.A. as a deed on the date first above-mentioned.

Executed and delivered as a Deed

By BNP PARIBAS S.A.                    )  
 acting by                                    )  
 acting under the authority            )  
 of that company                         )

Witness's signature:

Name:

Address:"

If the form of Guarantee specified as applicable in the applicable Final Terms is "Shortfall Guarantee" then the form of Guarantee will be as follows where BNPP is the Guarantor (the "**Shortfall Guarantee**"):

"**THIS GUARANTEE** is made by way of deed on *[insert date]* by BNP Paribas S.A. (the "**Guarantor**") in favour of the Trustee for itself and for the benefit for the time being of the holders of the Securities (as defined below) (each a "**Holder**").

**WHEREAS:**

The Guarantor has agreed to guarantee the obligations of the Issuer under the Securities (the "**Guaranteed Securities**") on the terms of this Guarantee.

Terms defined in the Terms and Conditions of *[insert name of the Securities]* (the "**Securities**"), as completed by the applicable Final Terms (the "**Conditions**"), and not otherwise defined in this 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 Securities by the Issuer shall be construed to refer to (if applicable) in the event of a bail-in of the Guarantor, such obligations, sums and/or amounts as reduced by reference to, and in the same proportion as, any such reduction or modification applied to liabilities of the Guarantor following the application of a bail-in of the Guarantor by any relevant authority (including in a situation where the Guarantee itself is not the subject of such bail-in).

**NOW THIS DEED WITNESSES** as follows:

1. **GUARANTEE**

Subject as provided below, the Guarantor conditionally and irrevocably guarantees to the Trustee for itself and for the benefit of the Holders that, if for any reason the Issuer does not:

- (i) on the Maturity Date (in the case of Guaranteed Notes), the Settlement Date (in the case of Guaranteed Warrants) or the Redemption Date (in the case of Guaranteed Certificates), as the case may be, pay the Final Redemption Amount (in the case of Guaranteed Notes or Guaranteed Certificates) or the Cash Settlement Amount (in the case of Guaranteed Warrants) in full;
- (ii) on the Automatic Early Redemption Date (if specified as applicable in the applicable Final Terms) pay the Automatic Early Redemption Amount;
- (iii) on the Automatic Early Expiration Date (if specified as applicable in the applicable Final Terms) pay the Automatic Early Expiration Payment Amount; or
- (iv) if (1) an Event of Default (other than an Event of Default resulting from a failure to pay the Final Redemption Amount (in the case of Guaranteed Notes and Guaranteed Certificates) or the Final Settlement Amount (in the case of Guaranteed Warrants)), (2) an Early Redemption Event (in the case of Guaranteed Notes or Guaranteed Certificates) or (3) an Early Termination Event (in the case of Guaranteed Warrants) has occurred, on the Early Redemption Date (in the case of Guaranteed Notes or Guaranteed Certificates) or Early Termination Date (in the case of Guaranteed Warrants), pay an amount equal to the applicable Final Redemption Amount, Final Settlement Amount, Early Redemption Amount or Early Termination Amount, as the case may be, in full,

it will pay the Shortfall Amount (as defined below) in respect of each Guaranteed Security (the "**Guaranteed Obligations**") and the Guarantor will pay that sum in the currency in which such payment is due in immediately available funds.

In case of the failure of the Issuer to satisfy such obligations as and when the same become due, the Guarantor hereby undertakes to make or cause to be made such payment as though the Guarantor were the principal obligor in respect of such obligations after a demand has been made on the Guarantor pursuant to clause 8 hereof and provided that the Guarantor shall not be obliged to make any payment under this Guarantee until the Charged Assets



have been realised or liquidated in full in the manner set out in Condition 12 of the Guaranteed Notes, Condition 13 of the Guaranteed Warrants or Condition 14 of the Guaranteed Certificates, as the case may be, and only if the holder of a Guaranteed Security has not received the full Final Redemption Amount (in the case of Guaranteed Notes or Guaranteed Certificates), Automatic Early Expiration Payout Amount or Cash Settlement Amount (in the case of Guaranteed Warrants) or Automatic Early Redemption Amount which would otherwise have been due on the Maturity Date (in the case of Guaranteed Notes), the Settlement Date (in the case of Guaranteed Warrants), Redemption Date (in the case of Guaranteed Certificates) or Automatic Early Redemption Date or Automatic Early Expiration Date, as the case may be, (the "**Expected Settlement Amount**") or, where an Event of Default (other than an Event of Default resulting from a failure to pay the Final Redemption Amount (in the case of Guaranteed Notes and Guaranteed Certificates), the Final Settlement Amount (in the case of Guaranteed Warrants), Automatic Early Redemption Amount or Automatic Early Expiration Payout Amount), an Early Redemption Event or an Early Termination Event has occurred and either (1) the Trustee has given a notice of Note Acceleration in accordance with Condition 11 of the Guaranteed Notes, of Warrant Acceleration in accordance with Condition 11 of the Guaranteed Warrants or of Certificate Acceleration in accordance with Condition 12 of the Guaranteed Certificates in respect of the Guaranteed Securities or (2) the Issuer has given notice that it will redeem or cancel, as the case may be, the Securities, prior to their specified Maturity Date (in the case of Guaranteed Notes), the Settlement Date (in the case of Guaranteed Warrants) or Redemption Date (in the case of Guaranteed Certificates), as the case may be, (the date on which such notice expires, the "**Early Redemption Date**" (in the case of Guaranteed Notes or Guaranteed Certificates) or the "**Early Termination Date**" (in the case of Guaranteed Warrants)), the Expected Early Termination Amount.

For the purposes of this Guarantee:

- (a) "**Shortfall Amount**" means a *pro rata* share per Security of the amount, following the liquidation of the Charged Assets in the manner set out in Condition 12 of the Guaranteed Notes, Condition 13 of the Guaranteed Warrants or Condition 14 of the Guaranteed Certificates, as the case may be, by which the aggregate amount paid to the Holders of the Securities of the relevant Series by, or on behalf of, the Issuer is less than the aggregate Expected Settlement Amount or, if an Event of Default (other than an Event of Default resulting from a failure to pay the Final Redemption Amount (in the case of Guaranteed Notes and Guaranteed Certificates), the Final Settlement Amount (in the case of Guaranteed Warrants), Automatic Early Redemption Amount or Automatic Early Expiration Payout Amount), an Early Redemption Event or an Early Termination Event has occurred, the aggregate Expected Early Termination Amount (as defined below) otherwise payable in respect of such Security plus, in each case, any amounts which are payable in accordance with the Order of Priority in priority to payments to the Holders which have not been satisfied by the Available Enforcement Proceeds provided that the Trustee shall apply all amounts received by it under this Guarantee in accordance with the Order of Priority specified in the applicable Final Terms after first having applied the Available Enforcement Proceeds in accordance with the Order of Priority.

For the purposes of determining the Shortfall Amount, the Expected Settlement Amount shall be the Final Redemption Amount (in the case of Guaranteed Notes or Guaranteed Certificates), the Cash Settlement Amount (in the case of Guaranteed Warrants) or Automatic Early Redemption Amount prior to any application of the limitation of the Issuer's obligations set out in Condition 8(i) of the Guaranteed Notes, Condition 9(i) of the Guaranteed Warrants or Condition 9(i) of the Guaranteed Certificates, as the case may be.

- (b) "**Expected Early Termination Amount**" means either (i) the Early Redemption Amount in respect of an Early Redemption Event (in the case of Guaranteed Notes or Guaranteed Certificates) or the Early Termination Amount in respect of an Early Termination Event (in the case of Guaranteed Warrants) or (ii) the fair market value

of the relevant Security in respect of an Event of Default (other than an Event of Default resulting from a failure to pay the Final Redemption Amount (in the case of Guaranteed Notes and Guaranteed Certificates), the Final Settlement Amount (in the case of Guaranteed Warrants), the Automatic Early Redemption Amount (in the case of Guaranteed Notes and Guaranteed Certificates) or the Automatic Early Expiration Payout Amount or Early Termination Amount (in the case of Guaranteed Warrants)), as the case may be, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner on the Early Redemption Date or the Early Termination Date, as the case may be, prior to any application of the limitation of the Issuer's obligations set out in Condition 8(i) of the Guaranteed Notes Condition 9(i) of the Guaranteed Warrants or Condition 9(i) of the Guaranteed Certificates, as the case may be.

- (c) The Guaranteed Obligations shall not be deemed limited to the same extent as such sum or obligation due by the Issuer is itself limited by (i) the provisions of the Securitisation Act 2004 and (ii) the applicable Conditions, including, without limitation, (a) those Conditions relating to the applicable redemption amount or termination amount (which amount may be limited to the liquidation proceeds of the Charged Assets of the Compartment relating to such Security) and (b) those Conditions relating to Compartments, limited recourse, non-petition, subordination and priority of payments in respect of the relevant Guaranteed Security.

## 2. **SUBROGATION OF THE GUARANTOR**

The Guarantor will be fully and automatically subrogated to all rights of the holders of the Guaranteed Securities and the Trustee to payments of the Guaranteed Obligations, and to any rights appurtenant thereto, to the fullest extent permitted by applicable law to the extent of such payment in respect of amounts due in respect of the Securities which have been paid by the Guarantor under this Guarantee; provided that the Guarantor shall not without the consent of the Trustee be entitled to enforce or to receive any payments arising out of or based upon or prove in any insolvency or winding up of the Issuer in respect of such right of subrogation until such time as all Guaranteed Obligations due under this Guarantee have been paid in full.

## 3. **THE GUARANTOR AS PRINCIPAL OBLIGOR**

As between the Guarantor and the Trustee but without affecting the Issuer's obligations, the Guarantor will be liable under this Guarantee as if it were the sole principal obligor and not merely a surety provided that (i) the Issuer has failed to satisfy its obligations as and when they become due without regard to the limitations on the Issuer's obligations as set out in clause 1(c) (above), (ii) the Charged Assets have been realised or liquidated in full in the manner set out in Condition 12 of the Guaranteed Notes, Condition 13 of the Guaranteed Warrants, or Condition 14 of the Guaranteed Certificates, as the case may be, and (iii) a demand has been made on the Guarantor pursuant to clause 9 hereof. 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 the Issuer or any other person, (2) any amendment to any of the Conditions or to any security or other guarantee or indemnity, (3) the release of any such security, guarantee or indemnity or (4) the dissolution, amalgamation, reconstruction or reorganisation of the Issuer or any other person).

## 4. **THE GUARANTOR'S OBLIGATIONS CONTINUING**

The Guarantor's obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no Shortfall Amount remains payable in respect of any Guaranteed Security. Furthermore, those obligations of the Guarantor 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 the Guarantor or otherwise.

## 5. **STATUS**

This Guarantee is a senior preferred obligation (within the meaning of Article L.613-30-3-I-3° of the French Code monétaire et financier) and an unsecured obligation of BNP Paribas SA and will

rank pari passu with all its other present and future senior preferred and unsecured obligations subject to such exceptions as may from time to time be mandatory under French law.

#### 6. **DISCHARGE BY THE ISSUER**

If any payment received by, or to the order of, the holder of any Guaranteed Security is, on the subsequent bankruptcy or insolvency of the Issuer, 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 the Guarantor and this Guarantee will continue to apply in respect of any relevant Shortfall Amount as if such payment had at all times remained owing due by the Issuer.

#### 7. **RESOLUTION PROCEEDINGS AGAINST THE GUARANTOR**

By its acquisition of the Securities, each Holder (which, for the purposes of this clause 7, includes any current or future holder of a beneficial interest in the Securities) acknowledges, accepts, consents and agrees:

- (a) to be bound by the effect of the exercise of the Bail-in or Loss Absorption Power (as defined below) by the Relevant Resolution Authority (as defined below) if the latter was to consider that the Amounts Due fall within the scope of the Bail-in or Loss Absorption Power. This Bail-in or Loss Absorption Power may include and result in any of the following, or some combination thereof:
  - (i) the reduction of all, or a portion, of the Amounts Due;
  - (ii) the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Guarantor or another person (and the issue to the Holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of this Guarantee, in which case the Holder agrees to accept in lieu of its rights under this Guarantee any such shares, other securities or other obligations of the Guarantor or another person;
  - (iii) the cancellation of this Guarantee; and/or
  - (iv) the amendment or alteration of the term of this Guarantee, including by suspending payment for a temporary period;
- (b) if applicable, that the terms of this Guarantee are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in or Loss Absorption Power by the Relevant Resolution Authority.

For these purposes, the "**Amounts Due**" are the amounts payable under this Guarantee.

The "**Bail-in or Loss Absorption Power**" is any power existing from time to time under any laws, regulations, rules or requirements in effect in France, relating to the transposition of Directive 2014/59/EU 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 (as amended from time to time), including without limitation pursuant to French decree-law No. 2015-1024 dated 20 August 2015 (*Ordonnance portant diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière*) (as amended from time to time) ratified by the Law n°2016-1691 of 9 December 2016 relating to transparency, the fight against corruption and the modernisation of economic life (*Loi no. 2016-1691 du 9 décembre 2016 relative à la transparence, à la lutte contre la corruption et à la modernisation de la vie économique*) (as amended from time to time, this ordinance was ratified by the Law n°2016-1691), 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 and amending Regulation (EU) No 1093/2010 (as amended from time to time, including by Regulation (EU) 2019/877 dated 20 May 2019, the "**Single Resolution Mechanism Regulation**"), or otherwise arising under French law, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of a Regulated Entity (or an affiliate of such Regulated Entity) can be reduced (in part

or in whole), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of a Regulated Entity (or an affiliate of such Regulated Entity) can be converted into shares, other securities, or other obligations of such Regulated Entity or any other person, whether in connection with the implementation of a bail-in tool following placement in resolution.

A reference to a "**Regulated Entity**" is any entity referred to in Section 1 of Article L.613-34 of the French Code monétaire et financier, which includes certain credit institutions, investment firms, and certain of their parent or holding companies established in France.

A reference to the "**Relevant Resolution Authority**" is to the *Autorité de contrôle prudentiel et de résolution*, the Single Resolution Board established pursuant to the Single Resolution Mechanism Regulation, and/or any other authority entitled to exercise or participate in the exercise of any Bail-in or Loss Absorption Power against the Guarantor from time to time (including the Council of the European Union and the European Commission when acting pursuant to Article 18 of the Single Resolution Mechanism Regulation).

The matters set forth in this clause 7 shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Guarantor and any Holder.

8. **INCORPORATION OF TERMS**

The Guarantor agrees that it shall comply with and be bound by those provisions contained in the Conditions which relate to it.

9. **DEMAND ON THE GUARANTOR**

Any demand hereunder shall be given in writing addressed to the Guarantor served at its office at Legal CIB, 3 rue Taitbout, 75009 Paris, France. A demand so made shall be deemed to have been duly made two 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 two Paris Business Days after the Paris Business Day immediately following such day.

10. **DEPOSIT OF GUARANTEE**

This Guarantee shall be deposited with and held by the Trustee for the benefit of itself and the Holders.

11. **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.

12. **JURISDICTION**

The courts of England shall have exclusive 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 and accordingly the Guarantor submits to the exclusive jurisdiction of the English courts to hear all suits, actions or proceedings relating to any such dispute. The Guarantor waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum.

13. **SERVICE OF PROCESS**

The Guarantor agrees that service of process in England may be made on it at its London branch, at 10 Harewood Avenue, London NW1 6AA (Attn: CIB Legal). Nothing in this Guarantee shall affect the right to serve process in any other manner permitted by law.

**14. 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 apart from that Act.

IN WITNESS whereof this Guarantee has been executed and delivered by BNP Paribas S.A. as a deed on the date first above-mentioned.

Executed and delivered as a Deed

By BNP PARIBAS S.A.                    )  
acting by                                    )  
acting under the authority            )  
of that company                         )

Witness's signature:

Name:

Address:"

**DESCRIPTION OF THE ISSUER****Information relating to the Issuer****General**

The Issuer is a company incorporated with public limited liability (*société anonyme*) under the laws of the Grand Duchy of Luxembourg, as a securitisation company (*société de titrisation*) within the meaning of, and governed by, the law of 22 March 2004 on securitisation, as amended (the "**Securitisation Act 2004**"), with unlimited duration on 23 January 2009 under the name SecurAsset S.A. ("**SecurAsset**") and is registered with the Luxembourg trade and companies register under number B 144385, having its registered office at 20, rue de la Poste, Luxembourg L-2346. The Articles of the Issuer were filed with the Luxembourg trade and companies register and published in the *Mémorial C, Recueil des Sociétés et Associations* n°372 of 19 February 2009, on page 17839. The Issuer was established as a special purpose vehicle for the purpose of issuing asset backed securities.

The telephone number of the Issuer is +352 47 23 23 355 and the fax number of the Issuer is +352 47 24 73.

The share capital of the Issuer is EUR 31,000 divided into 3,100 shares in registered form (the "**Issuer Shares**"), all of which are fully paid. Each Issuer Share is entitled to one vote. All the shares in the Issuer are held by Stichting AssetSecur, a foundation duly incorporated under the laws of The Netherlands, having its registered office at Naritaweg 165 Telestone 8, 1043BW Amsterdam, The Netherlands and registered with the trade register of the Chamber of Commerce in Amsterdam under number 34322925. The Issuer is managed by the Board. The members of the Board are appointed by the shareholder of the Issuer. The Issuer has no subsidiaries.

**Corporate Purpose**

Pursuant to Article 4 of its Articles of Association, the Issuer has as its business purpose to enter into, perform and serve as a vehicle for, any transactions permitted under the Securitisation Act 2004. The Issuer may issue securities of any nature and in any currency and, to the fullest extent permitted by the Securitisation Act 2004, pledge, mortgage or charge or otherwise create security interests in and over its assets, property and rights to secure its obligations. The Issuer may enter into any agreement and perform any action necessary or useful for the purpose of carrying out transactions permitted under the Securitisation Act 2004, including, without limitation, disposing of its assets in accordance with the relevant agreements. The Issuer may only carry out the above activities if and to the extent that they are compatible with the Securitisation Act 2004.

**Compartments**

The Board of the Issuer may, in accordance with the terms of the Securitisation Act 2004, create individual Compartments. Each Compartment will correspond to a distinct and separate part of the assets and liabilities in respect of the Issuer. The resolution of the Board creating one or more Compartments, as well as any subsequent amendments thereto, will be binding as of the date of such resolution against any third party.

Each series of Securities will be issued through a separate Compartment and each such Compartment will be treated as a separate entity. Rights of Holders of Securities and any other creditor of the Issuer that (i) have been designated as relating to a Compartment on the creation of a Compartment or (ii) have arisen in connection with the creation, the operation or the liquidation of a Compartment, are strictly limited to the assets of that Compartment which shall be exclusively available to satisfy such Holders of Securities or creditors, unless otherwise provided for in the resolution of the Board which created the relevant Compartment. Holders of Securities and other creditors of the Issuer whose rights are not related to a specific Compartment of the Issuer shall have no rights to the assets of any such Compartment.

Unless otherwise provided for in the resolution of the Board creating such Compartment, no resolution of the Board may amend the resolution creating such Compartment or directly affect the rights of the Holders of Securities or creditors whose rights relate to such Compartment without the prior approval of all of the Holders of Securities and other creditors whose rights relate to such Compartment. Any decision of the Board taken in breach of this provision shall be void.

Without prejudice to the preceding paragraph, each Compartment may be separately liquidated without such liquidation resulting in the liquidation of another Compartment of the Issuer or of the Issuer itself.

The liabilities and obligations of the Issuer incurred or arising in connection with a Compartment and all matters connected therewith will only be satisfied or discharged from the Charged Assets. The Charged Assets will be exclusively available to satisfy the rights of the Holders of Securities and the other creditors of the Issuer in respect of the Securities and all matters connected therewith, as provided therein, and (subject to mandatory law) no other creditors of the Issuer will have any recourse against the Charged Assets of the Issuer.

### **Insolvency proceedings**

Under Luxembourg law, a company is insolvent (*en faillite*) when it is unable to meet its current liabilities and when its creditworthiness is impaired. The Issuer can be declared bankrupt upon petition by a creditor of the Issuer or at the initiative of the court or at the request of the Issuer in accordance with the relevant provisions of Luxembourg insolvency law. If granted, the Luxembourg court will appoint a bankruptcy trustee (*curateur*) who shall be obliged to take such action as he deems to be in the best interests of the Issuer and of all creditors of the Issuer. In the event of the insolvency of the Issuer, certain preferred creditors of the Issuer (including the Luxembourg tax authorities) may have a priority that ranks senior to the rights of the Secured Parties (including Holders of Securities) in such circumstances. Other insolvency proceedings under Luxembourg law include reprieve from payments (*sursis de paiement*) of the Issuer, composition proceedings (*concordat*) and judicial liquidation proceedings (*liquidation judiciaire*), judicial reorganisation by collective consent (*reorganisation judiciaire par accord collectif*), judicial reorganisation (*réorganisation judiciaire*) and administrative dissolution without liquidation (*dissolution administrative sans liquidation*).

### **Issuer authorised by the CSSF**

The Issuer is a securitisation company authorised and supervised by the CSSF pursuant to the Securitisation Act 2004. The Issuer is deemed to qualify as a securitisation undertaking which will issue securities to the public on a continuous basis according to the Securitisation Act 2004.

The CSSF has approved, on 5 February 2009, the Articles of the Issuer and the Issuer has been entered on 6 February 2009 into the official list by the CSSF which was published on 6 February 2009.

The CSSF has been informed of the subsequent members of the Board of the Issuer and its sole shareholder. The Issuer has also provided the CSSF with copies of the final form of each of the Master Trust Terms, Dealer Agreement, Agency Agreement and this Base Prospectus, a copy of the financial information prepared by the Issuer and a copy of the opening financial statements certified by the Issuer's auditor.

The Securitisation Act 2004 empowers the CSSF to continuously supervise the Issuer and to comprehensively examine anything which may affect the interests of the Holders of Securities. For example, the CSSF may request regular interim reports on the status of the Issuer's assets and proceeds therefrom as well as any other documents relating to the operation of the Issuer, and may, under certain conditions, withdraw the authorisation of the Issuer.

The Issuer is obliged to provide information to the CSSF on a semi-annual basis with respect to new issues of Securities, outstanding issues of Securities and issues of Securities that have been redeemed during the period under review. In connection therewith the nominal value of each issue of Securities, the type of securitisation and the investor profile must be reported.

### **Capitalisation**

The following table sets out the capitalisation of the Issuer as at the date of this Base Prospectus.

#### **SHAREHOLDERS' FUNDS:**

<b>SHARE CAPITAL</b> (Issuer Shares)	EUR 31,000
<b>TOTAL CAPITALISATION</b>	EUR 31,000

**Indebtedness**

As at the date of this Base Prospectus, the Issuer has no material indebtedness, contingent liabilities and/or guarantees other than that which the Issuer has incurred or shall incur in relation to the transactions contemplated in this Base Prospectus.

**Administration, Management and Supervisory Bodies**

The directors of the Issuer are as follows:

<u>Director</u>	<u>Business address</u>
Mikhail Kiselev	20, rue de la Poste, Luxembourg L-2346
Catherine Noens	20, rue de la Poste, Luxembourg L-2346
Pierre Harpes	50, avenue J.F. Kennedy, Luxembourg L-2951

Each of the directors confirms that there is no conflict of interest between his duties as a director of the Issuer and his principal and/or other outside activities.

Citco C&T (Luxembourg) S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 20, rue de la Poste, Luxembourg L-2346 ("**Citco**") registered with the Luxembourg trade and companies register under number B 139857, acts as corporate services agent and the domiciliation agent of the Issuer (the "**Corporate Services Agent**"). Pursuant to the terms of the management and administration agreement and the domiciliary agent agreement each effective 23 January 2009 and entered into between the Corporate Services Agent and the Issuer, the Corporate Services Agent will perform in Luxembourg certain administrative and corporate and domiciliary agent services. In consideration of the foregoing, the Corporate Services Agent will receive an annual fee as agreed with the Issuer. The appointment of the Corporate Services Agent may be terminated, in principle, by either the Issuer or the Corporate Services Agent upon not less than 90 calendar days' prior notice.

No corporate governance regime to which the Issuer would be subject exists in Luxembourg as at the date of this Base Prospectus.

**Financial Statements**

The financial year of the Issuer is the calendar year save that the first financial year was from the date of incorporation to 31 December 2009. The Issuer filed with the Luxembourg trade and companies register its audited accounts in respect of the financial year ending on 31 December 2015, on 29 April 2016, its audited accounts in respect of the financial year ending on 31 December 2017, on 27 April 2018; its audited accounts in respect of the financial year ending on 31 December 2018, on 27 March 2019; its audited accounts in respect of the financial year ending on 31 December 2019, on 27 April 2020, its audited accounts in respect of the financial year ending on 31 December 2020, on 29 April 2021, its audited accounts in respect of the financial year ending on 31 December 2021, on 29 April 2022, its audited accounts in respect of the financial year ending on 31 December 2022, on 28 April 2023 and its audited accounts in respect of the financial year ending on 31 December 2023, on 29 April 2023.

In accordance with articles 461-1, 461-7 and 461-8 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended, the Issuer is obliged to publish its annual accounts on an annual basis following approval of the annual accounts by the annual general meeting of the shareholders. The ordinary general meeting of shareholders takes place annually on 31 May or, if such day is not a business day, the next following business day in Luxembourg at 10.00 a.m., at the registered office of the Issuer or at such other place in Luxembourg as may be specified in the convening notice.

Any future published audited annual accounts prepared for the Issuer will be obtainable free of charge from the specified office of the Paying Agents and the Issuer, as described in "General Information".

**Selected Financial Information**

As at 31 December 2023, the Issuer had total assets and total combined capital, reserves and liabilities of euro 2,204,333,973.63. For the financial year ending 31 December 2023, the Issuer had total charges of euro



297,210,737.60 and total income of euro 297,261,190.04. As at 31 December 2022, the Issuer had total assets and total combined capital, reserves and liabilities of euro 2,393,965,144.75. For the financial year ending 31 December 2022, the Issuer had total charges of euro 372,159,330.71 and total income of euro 372,177,239.

### ***Independent Auditors***

The external auditors (*réviseurs d'entreprises agréés*) of the Issuer for the period covered by the historical financial information in this prospectus, up to 31 December 2023, was PricewaterhouseCoopers, a *société cooperative* with registered office at 2, rue Gerhard Mercator, B.P. 1443, L-1014 Luxembourg, a member of the Luxembourg institute of auditors (*Instituts des réviseur d'entreprises*) and an accountancy firm authorised to carry on business in the Grand Duchy of Luxembourg by the CSSF (the "**Auditor**"). The Auditor was re-appointed as the external auditors by the board of directors of the Issuer on 28 April 2023. The Auditor has no material interest in the Issuer.

## SELECTED FINANCIAL INFORMATION RELATING TO BNP PARIBAS

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### SELECTED FINANCIAL INFORMATION RELATING TO BNP PARIBAS

*Set out below is selected financial information relating to BNP Paribas. Further information relating to BNP Paribas can be found in the BNP Paribas Disclosure. The selected financial information set out below must be read and considered with this Base Prospectus as a whole, including the documents incorporated by reference herein.*

*On 29 February 2024 BNP Paribas reported restated quarterly series for 2023 to reflect, in particular, the end of the build-up of the Single Resolution Fund (SRF), effective 1 January 2024, and the assumption of a similar contribution to local bank taxes at a level estimated at about 200 million euros annually beginning in 2024, as well as an accounting heading separated from cost of risk and entitled "Other net losses for risks on financial instruments", beginning in the fourth quarter 2023.*

#### **Selected Comparative Annual Financial Data- In millions of EUR**

	<b>31/12/2023 (Audited)</b>	<b>31/12/2022 (Audited)</b>
Revenues	45,874	45,430
Cost of risk	(2,907)	(3,003)
Net income, Group share	10,975	9,848
Common Equity Tier 1 Ratio (Basel 3 fully loaded, CRD4)	13.2%	12.3%
Total consolidated balance sheet	2,591,499	2,663,748
Consolidated loans and receivables due from customers	859,200	857,020
Consolidated items due to customers	988,549	1,008,056
Shareholders' equity (Group share)	123,742	121,237

#### **Selected Comparative Unaudited Interim Financial Data for the six-month period ended 30 June 2024 – In millions of EUR**

	<b>1H24 (unaudited)</b>	<b>1H23 (unaudited)</b>
Revenues	24,753	23,395
Cost of risk	(1,392)	(1,201)
Other net losses for risk on financial instruments	(96)	(130)
Net income, Group share	6,498	7,245
	<b>30/06/2024</b>	<b>30/06/2023</b>
Common Equity Tier 1 Ratio (Basel 3 fully loaded, CRD4)	13.0%	13.6%
	<b>30/06/2024 (unaudited)</b>	<b>31/12/2023 (audited)</b>
Total consolidated balance sheet	2,699,258	2,671,181

SELECTED FINANCIAL INFORMATION RELATING TO BNP PARIBAS  
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Consolidated loans and receivables due from customers	872,147	852,649
Consolidated items due to customers	1,003,053	977,676
Shareholders' equity (Group share)	122,182	123,301

**DESCRIPTION OF BNP PARIBAS FINANCIAL MARKETS S.N.C.**

BNP Paribas Financial Markets S.N.C. is a wholly owned subsidiary of BNP Paribas S.A.. It is involved in dealing in financial instruments including derivatives and in stock borrowing and lending, receiving and transmitting orders for third parties, placement, underwriting and investment advice. BNP Paribas Financial Markets S.N.C is regulated by the European Central Bank and the French Prudential Supervision and Resolution Authority ("**ACPR**") jointly in France under the Monetary and Financial Code (*Code Monétaire et Financier*) and the Autorité des Marchés Financiers ("**AMF**"). The AMF is an independent public body, which remit is to safeguard investments in financial instruments and in all other savings and investment vehicles, ensure that investors receive material information and maintain orderly financial markets. It trades, on the main international financial markets and, is especially a major dealer in equities on U.S., French, British, Swiss, German, Dutch, Belgian, Italian and Spanish stock exchanges. The ADEME Arbitrage number for BNP Paribas Financial Markets S.N.C. is FR200182\_03KLJL.

BNP Paribas Financial Markets S.N.C. is organised as a French partnership *Société en Nom Collectif* (S.N.C.), with capital of EUR 367,316,368 composed of 530,804 shares of EUR 692 each. BNP Paribas Financial Markets S.N.C. is domiciled in France, its registered office is located at 20 boulevard des Italiens, 75009 Paris (France) and it is registered with the Registry of Commerce and Companies of Paris under the number 394 895 833.

The capital of BNP Paribas Financial Markets S.N.C. is held by three partners (*associés*):

TAITBOUT PARTICIPATION 3, *Société en Nom Collectif*, whose registered office is located at 1 Boulevard Haussmann - 75009 Paris (France), registered with the Registry of Commerce and Companies of Paris under the number 433 912 250, holds 530,802 shares of BNP Paribas Financial Markets;

BNP PARIBAS, *Société Anonyme*, whose registered office is located at 16 boulevard des Italiens 75009 Paris (France), registered with the Registry of Commerce and Companies of Paris under the number 662 042 449, holds one share of BNP Paribas Financial Markets; and

Société ANTIN PARTICIPATION 5, *Société par Actions Simplifiée*, whose registered office is located at 1 Boulevard Haussmann - 75009 Paris (France), registered with the Registry of Commerce and Companies of Paris under the number 433 891 678, holds one share of BNP Paribas Financial Markets.

*Sociétés en Nom Collectif* are governed by articles L221-1 to L221-17 of the Code of Commerce, related to commercial companies. Article L221-1 expressly states that the partners of a S.N.C. are indefinitely, jointly and severally liable for the debts of the S.N.C. This joint and several obligation exists for each partner of the S.N.C., whatever the amount of the S.N.C.'s capital such partner holds, so that each creditor of a S.N.C. may require from any of the partners of such S.N.C. the payment of the aggregate amount of its debt against the S.N.C. This obligation is attached by law to the qualification of a person as a partner of a S.N.C. Thus, in the event BNP Paribas Financial Markets S.N.C. is in default in the performance of any of its obligations toward a third party, its partners will be liable towards such third party as if its partners had directly underwritten such an obligation.

**ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES**

The managers (*Gérants*) of BNP Paribas Financial Markets S.N.C. are BNP Paribas, whose permanent representative (*Représentant Permanent du Gérant*) is Mr Jacques Vigner, and Taitbout Participation 3 S.N.C whose permanent representative (*Représentant Permanent du Gérant*) is Mr François Demon.

There are no potential conflicts of interest between any duties to BNP Paribas Financial Markets S.N.C. of BNP Paribas and its other duties or interests.

**MAJOR SHAREHOLDERS**

BNP Paribas Financial Markets S.N.C. is directly and indirectly wholly owned and controlled by BNP Paribas.

There are no arrangements, known to BNP Paribas Financial Markets S.N.C., the operation of which may at a subsequent date result in a change in control of BNP Paribas Financial Markets.

**BOOK ENTRY CLEARANCE SYSTEMS**

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream, Luxembourg (together, for the purposes of this section, the "Clearing Systems") currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuer and the Guarantor (if applicable) believe to be reliable, but none of the Issuer, the Guarantor (if applicable) nor any Dealer takes any responsibility for the accuracy thereof. 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 the Issuer, the Guarantor (if applicable) nor any other party to the Agency Agreement 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 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***Euroclear and Clearstream, Luxembourg*

Euroclear and Clearstream, Luxembourg each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

**Transfers of Securities represented by Registered Global Notes and Registered Global Warrants respectively**

Transfers of any interests in Notes represented by a Registered Global Note, interests in Warrants represented by a Registered Global Warrant or interests in Certificates represented by a Registered Global Certificate within Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant clearing system.

Clearstream, Luxembourg and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Notes, Registered Global Warrants and Registered Global Certificates among participants and accountholders of Clearstream, Luxembourg and Euroclear. 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 Issuer, the Guarantor (if applicable), the Agents or any Dealer will be responsible for any performance by Clearstream, Luxembourg or Euroclear 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 Notes represented by Registered Global Notes, in the Warrants represented by Registered Global Warrants or in the Certificates represented by Registered Global Certificates 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 Luxembourg, France, Italy and Belgium, as applicable, as of the date of this Base Prospectus and are subject to any changes in law and/or interpretation thereof (potentially with retroactive effect). 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 Securities and it is not intended to be, nor should it be construed to be, legal or tax advice. Each prospective holder or beneficial owner of Securities should consult its tax adviser as to the effect of the state, local or foreign laws, including the tax laws of Luxembourg, France, Italy and Belgium, as applicable, of any investment in or ownership and disposal of the Securities.*

*The following statements regarding taxation may be modified by the Issuer and the relevant Dealer(s) following a change in the relevant law, regulation or directive and in certain other circumstances as may be agreed between the Issuer and the relevant Dealer(s). Any such modification will be set out in a Supplement to this Base Prospectus and (if applicable) the syndication agreement in respect of the Series (and/or Tranche, as the case may be) to which it is related.*

**Tax legislation, including in the country where the investor is domiciled or tax resident and in the Issuer's country of incorporation, may have an impact on the income that an investor receives from the Securities.**

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

**1. THE EU FINANCIAL TRANSACTIONS 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). However, Estonia has since stated that it will not participate. If the Commission's proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which could include the Issuer) 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 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 Issuer's hedging arrangements or the purchase or sale of securities (such as charged assets) or the exercise/settlement of a warrant. The Issuer is, in certain circumstances, able to pass on any such tax liabilities to holders of the Securities and therefore this may result in investors receiving less than expected in respect of the Securities. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the 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.

However, the FTT proposal remains subject to negotiation between participating member states. Additional EU member states may decide to participate and/or participating member states may decide to withdraw. It

may therefore be altered prior to the implementation, the timing of which remains unclear. Prospective holders of the Securities are advised to seek their own professional advice in relation to the FTT.

## **2. LUXEMBOURG TAXATION**

### **Withholding Tax**

#### **(a) Non-resident Holders of Securities**

Under Luxembourg general tax law currently in force there is no withholding tax on arm's length payments of principal, premium or non-profit participating interest made to non-resident Holders of Securities, nor on accrued but unpaid interest in respect of the Securities, nor is any Luxembourg withholding tax payable upon redemption, repurchase or exchange of the Securities held by non-resident Holders of Securities.

#### **(b) Resident Holders of Securities**

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005 mentioned below (as amended), there is no withholding tax on arm's length payments of principal, premium or non-profit participating interest made to Luxembourg resident Holders of Securities, nor on accrued but unpaid interest in respect of Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Securities held by Luxembourg resident Holders of Securities.

Under the law of 23 December 2005, as amended, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 20 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 Securities coming within the scope of the law of 23 December 2005, as amended would be subject to withholding tax of 20 per cent. Individuals beneficial owners resident in Luxembourg may opt for a final withholding of 20 per cent. on eligible interest income received from a paying agent established in an EU Member State or an EEA State (Iceland, Liechtenstein and Norway).

### **Taxes on Income and Capital Gains**

A holder of the Securities who derives income from such Securities or who realises a gain on the disposal or redemption thereof will not be subject to Luxembourg taxation on such income or capital gains unless:

- (a) such holder is, or is deemed to be, resident in Luxembourg for the purposes of the relevant provisions; or
- (b) such income or gain is attributable to an enterprise or part thereof which is carried on through a permanent establishment, a permanent representative or a fixed base of business in Luxembourg.

### **Net Wealth Tax**

Luxembourg net wealth tax will not be levied on the Securities unless:

- (a) the holder of Securities is a company resident in Luxembourg for the purpose of the relevant legal provisions, except under certain circumstances, if the holder of the Securities is governed by (i) the law of 17 December 2010 on undertakings for collective investment, as further amended, or (ii) the law of 22 March 2004 on securitisation or (iii) the law of 15 June 2004 on the investment company in risk capital or (iv) the law of 11 May 2007 on the *Société de Gestion de Patrimoine Familial* or



(v) Law of 13 February 2007 relating to specialised investment funds, as further amended, or (vi) the law of 23 July 2016 on reserved alternative investment funds; or

- (b) such Securities are attributable to an enterprise or part thereof which is carried on through a permanent establishment, a permanent representative or a fixed base of business in Luxembourg.

To note that companies governed by (i) the law of 22 March 2004 on securitisation vehicles, or (ii) the law of 15 June 2004 on the investment company in risk capital or (iii) the law of 23 July 2016 on reserved alternative investment fund which are established under the form of an investment company in risk capital, are subject to a minimum net wealth tax, the amount of which depends on the size and composition of the balance sheet (i.e. a fixed amount of EUR 4,815 for companies having a balance sheet total of at least EUR 350,000 and composed of at least 90% financial fixed assets or a progressive minimum net wealth tax ranging from EUR 535 to EUR 32,100, depending on the size of their balance sheet).

On 10 November 2023, the Luxembourg Constitutional Court ruled the minimum net wealth tax regime partly unconstitutional. The Luxembourg Constitutional Court ruled that pending legislative reform, taxpayers whose total balance sheet is comprised between EUR 350,000 and EUR 2,000,000 and who have aggregated fixed financial assets, transferable securities, inter-company receivables, and cash in excess of 90% of their total balance sheet be subject to the minimum net wealth tax of EUR 1,605 instead of EUR 4,815.

Individual holder of Securities, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg net wealth tax on such Securities.

### **Inheritance and Gift Tax**

Where the Securities are transferred for no consideration, note in particular that:

- (a) no Luxembourg inheritance tax is levied on the transfer of the Securities upon death of a holder of the Securities in cases where the deceased holder was not a resident of Luxembourg for inheritance tax purposes; and
- (b) Luxembourg gift tax will be levied on the transfer of the Securities by way of a gift by the holder of the Securities, as applicable, if this gift is registered in Luxembourg.

### **Value Added Tax**

There is no Luxembourg value-added tax payable in respect of payments in consideration of the issue of the Securities or in respect of payments of interest or principal under the Securities or the transfer of the Securities, provided that Luxembourg value added tax may, however, be payable in respect of fees charged for certain services rendered to the Issuer, if such services are rendered, or are deemed to be rendered, in Luxembourg and an exemption from value added tax does not apply with respect to such services.

### **Other Taxes and Duties**

There is no Luxembourg registration tax, capital tax, stamp duty or any other similar tax or duty payable in Luxembourg in respect of or in connection with the issue of the Securities or in respect of the payment of principal or interest under the Securities or the transfer of the Securities. If any documents in respect of the Securities are registered in Luxembourg, they could be subject to registration duty.

### **Residence**

A holder of the Securities will not become resident, or deemed to be resident, in Luxembourg by reason only of the holding of such Securities or the execution, performance, delivery and/or enforcement of that or any other Securities.

## **3. FRENCH TAXATION**

**French tax implications for the French resident Noteholders or holders of Certificates constituting debt instruments for French tax purposes**

Once a French income tax resident has purchased Notes or applicable Certificates qualifying as debt instruments for French tax purposes, the French income tax consequences of the holding, conversion, and disposal of such Notes or Certificates, as the case may be, by such French tax resident Noteholder or Certificateholder would be as follows:

(i) **Tax consequences of the holding of Notes or applicable Certificates by a French tax resident Noteholder or Certificateholder**

(i) With respect to French individual tax residents

Interest and assimilated income paid by the Issuer of Notes or Certificates to a French individual tax resident Noteholder or Certificateholder:

- (1) would normally be subject to a flat tax at a global rate of 30 per cent., including French individual income tax at a flat rate of 12.8 per cent. and social contributions at an aggregate rate of 17.2 per cent. (excluding any exceptional contribution to income tax at a rate of up to 4% that may be assessed in respect of individuals with taxable income over €250,000); or
- (2) may be subject, upon election of the French individual tax resident Noteholder or Certificateholder, as the case may be, to the progressive rates of French individual income tax (with a maximum tax rate amounting to 45 per cent. excluding any exceptional contribution to income tax at a rate of up to 4% that may be assessed in respect of individuals with taxable income over €250,000). In addition, such interest and assimilated income would also be subject to social contributions amounting to 17.2 per cent.

Where the paying agent (*établissement payeur*) is established in France, pursuant to Article 125 A, I of the French *Code général des impôts*, and subject to certain exceptions, interest and other income received by individuals who are tax residents (*domiciliés fiscalement*) in France are subject to a 12.8 per cent. levy withheld at source, 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 at an aggregate rate of 17.2 per cent. on such interest and other income received by individuals who are tax residents (*domiciliés fiscalement*) in France.

(ii) With respect to French corporate tax residents

Interest and assimilated income accruing on Notes or Certificates to a Noteholder or Certificateholder subject to French corporate income tax would be subject to (i) French corporate income tax at the ordinary rate of 25 per cent., and (ii) the 3.3 per cent. additional social contribution on French corporate income tax, if applicable.

(ii) **Tax consequences of the conversion of Notes or applicable Certificates by a French tax resident Noteholder or Certificateholder**

The conversion of Notes or applicable Certificates into newly issued instruments by a French individual or corporate tax resident Noteholder or Certificateholder would not have any French individual or corporate income tax consequences.

(iii) **Tax consequences of the disposal of Notes or applicable Certificates by a French tax resident Noteholder or Certificateholder**

(i) With respect to French individual tax residents

Any capital gain realised upon disposal of Notes or Certificates (or of shares resulting from the conversion of such Notes or Certificates) by a French individual tax resident Noteholder or Certificateholder, as the case may be (assuming that such capital gain would not be

attributable to an enterprise carried on by the French income tax resident subject to French individual income tax):

- (1) would be subject to a flat tax at a global rate of 30 per cent., including French individual income tax at a flat rate of 12.8 per cent. and social contributions at an aggregate flat rate of 17.2 per cent. (excluding any exceptional contribution to income tax at a rate of up to 4% that may be assessed in respect of individuals with taxable income over €250,000); or
  - (2) may be subject, upon election of the French individual tax resident Noteholder or Certificateholder, as the case may be, to the progressive rates of French individual income tax (with a maximum tax rate amounting to 45 per cent. excluding any exceptional contribution to income tax at a rate of up to 4% that may be assessed in respect of individuals with taxable income over €250,000). In addition, such capital gain would also be subject to social contributions amounting to 17.2 per cent.
- (ii) With respect to French corporate tax residents

Any capital gain realised upon disposal of Notes or Certificates (or of shares resulting from the conversion of such Notes or Certificates) by a Noteholder or Certificateholder subject to French corporate income tax, as the case may be, would normally be subject to:

- (1) French corporate income tax at the ordinary rate of 25 per cent; and
- (2) the 3.3 per cent. additional social contribution on French corporate income tax, if applicable.

Furthermore, any capital gain realised upon disposal of shares resulting from the conversion of such Notes or Certificates by a French corporate tax resident Noteholder or Certificateholder, as the case may be, could be exempt for 88 per cent. from French corporate income tax provided that the capital gain qualifies as a "long term capital gain realised upon disposal of participation shares", that is to say a capital gain realised upon disposal of shares (i) qualifying as "participation shares" and (ii) held for at least two years by the French corporate tax resident.

#### **Payments made by a French Guarantor (if applicable)**

There is no direct authority under French law on the withholding tax status of payments by a French Guarantor (if applicable) under the Guarantee. Hence, the statements below are based on the interpretation of general French tax principles and may be affected, potentially with retroactive effect, by future legislative, judicial or administrative developments.

In accordance with one interpretation of French tax law, payments made by a French Guarantor to a Noteholder or Certificateholder in respect of amounts due by the Issuer in respect of such Notes or Certificates may be treated as a payment *in lieu* of payments to be made by the Issuer in respect of the Notes or Certificates. Accordingly, under this interpretation payments made by a French Guarantor, of any amounts due by the Issuer under the Notes or Certificates, would not be subject to the interest withholding tax set out under Article 125 A, III of the French *Code général des impôts*, to the extent that interest payments made or to be made by the Issuer would not be subject to such withholding tax by reason of the Issuer not being resident of, or otherwise established in, France.

In accordance with another interpretation of French tax law, payments made by a French Guarantor to a Noteholder or Certificateholder may be treated as *sui generis* payments independent from the payments to be made by the Issuer under the Notes or Certificates. In the absence of any specific provision in Article 125 A, III of the French *Code général des impôts*, such payments would not be subject to such withholding tax.

Other interpretations, which may lead to a different treatment under French tax law, cannot be ruled out.

**French tax implications for the French resident Warrantholders or holders of Certificates not constituting debt instruments for French tax purposes**

(i) With respect to French individual tax residents

(1) Net profit realised in respect of Warrants or applicable Certificates on an occasional basis:

Net profit realised in respect of Warrants or Certificates (which do not constitute *obligations* under French law or *titres de créances négociables* for French tax purposes, or other debt instruments issued under French or foreign law and fiscally similar thereto) by a French individual tax resident Warrantholder or Certificateholder, as the case may be, (assuming that such payments would not be attributable to an enterprise carried on by the French income tax resident subject to French individual income tax) would be deemed as a capital gain and:

- (A) would be subject to a flat tax at a global rate of 30 per cent., including French individual income tax at a flat rate of 12.8 per cent. and social contributions at an aggregate rate of 17.2 per cent. (excluding any exceptional contribution to income tax at a rate of up to 4% that may be assessed in respect of individuals with taxable income over €250,000); or
- (B) may be subject, upon election of the French individual tax resident Noteholder or Certificateholder, as the case may be, to the progressive rates of French individual income tax (with a maximum tax rate amounting to 45 per cent. excluding any exceptional contribution to income tax at a rate of up to 4% that may be assessed in respect of individuals with taxable income over €250,000).

In addition, such net profit would also be subject to social contributions amounting to 17.2 per cent.

(2) Net profit realised in respect of Warrants or applicable Certificates on a regular basis:

Net profit realised in respect of Warrants or Certificates (which do not constitute *obligations* under French law or *titres de créances négociables* for French tax purposes, or other debt instruments issued under French or foreign law and fiscally similar thereto) by a French individual tax resident Warrantholder or Certificateholder, as the case may be, (assuming that such payments would not be attributable to an enterprise carried on by the French income tax resident subject to French individual income tax), would be subject to the progressive rates of French individual income tax (with a maximum tax rate amounting to 45 per cent. excluding any exceptional contribution to income tax at a rate of up to 4% that may be assessed in respect of individuals with taxable income over €250,000) if the French individual tax resident Warrantholder or Certificateholder, as applicable, invests on a regular basis.

In addition, such net profit would also be subject to social contributions amounting to 17.2 per cent.

(ii) With respect to French corporate tax residents

Net profit realised in respect of Warrants or Certificates (which do not constitute *obligations* under French law or *titres de créances négociables* for French tax purposes, or other debt instruments issued under French or foreign law and fiscally assimilated thereto) by a Warrantholder or Certificateholder subject to French corporate income tax would be subject to (i) French corporate income tax at the ordinary rate of 25 per cent and (ii) the 3.3 per cent. additional social contribution on French corporate income tax, if applicable.

#### **4. ITALIAN TAXATION**

The following is a general discussion of certain Italian tax consequences of the acquisition, holding and disposing of Securities. However, each series of Securities may be subject to a different tax treatment due to

the specific terms of such Series as set out in the respective Final Terms. The following summary, therefore, does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and does not consider any specific facts or circumstances that may apply to a particular investor.

This summary regarding taxation is based on the laws of Italy currently in force and as applied on the date of this Base Prospectus, which are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. Prospective Holders of Securities are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Securities.

In any case, Italian legal or tax concepts may not be identical to the concepts described by the same English term as they exist under the terms used in different jurisdictions and any legal or tax concept expressed by using the relevant Italian term shall prevail over the corresponding concept expressed in English terms.

### Pending Tax reform

Law No. 111 of 9 August 2023 published in the Italian Official Gazette No. 189 of 14 August 2023 ("**Law 111**"), delegates power to the Italian Government to enact, within twenty-four months from its publication, one or more legislative decrees implementing the reform of the Italian tax system ("**Tax Reform**"). According to Law 111, the Tax Reform may significantly change the taxation of financial incomes and capital gains and introduce various amendments in the Italian tax system at different levels, including in respect of inheritance and gift taxes. The precise nature, extent, and impact of these amendments cannot be quantified or foreseen with certainty at this stage. The information provided herein may not reflect the future tax landscape accurately.

### TAXATION OF NOTES

- (1) Payments of interest and other proceeds on the Notes are subject to different tax treatments based on whether the Notes, based on their specific characteristics as set out in the Final Terms, qualify as:
  - (a) bonds or securities similar to bonds; or
  - (b) atypical securities.

#### A.1 Notes qualifying as bonds or securities similar to bonds

Legislative Decree No. 239 of 1 April 1996, as amended (the "**Decree 239**"), regulates the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price, hereinafter collectively referred to as "**Interest**") from notes issued, inter alia, by non-Italian resident entities, falling within the category of bonds (*obbligazioni*) or securities similar to bonds (*titoli simili alle obbligazioni*).

For this purpose, securities similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value and that do not allow any direct or indirect participation to the management of the issuer.

#### *Resident Noteholders*

Where an Italian resident Noteholder who is the beneficial owner of the Notes is (i) an individual not engaged in a business activity to which the Notes are effectively connected, (ii) a partnership (other than a *società in nome collettivo* or *società in accomandita semplice* or similar partnership) or a de facto partnership not carrying out commercial activities or professional associations, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, Interest payments relating to the Notes are subject to a tax, referred to as *imposta sostitutiva* (either when the interest is paid by the Issuer, or when payment thereof is obtained by the Noteholder on a sale of the relevant Notes). The *imposta sostitutiva* may not be recovered by the Noteholder as a deduction from the income tax due.

The mentioned *imposta sostitutiva* is currently levied at a rate of 26 per cent.

In case the Notes are held by a Noteholder engaged in a business activity and are effectively connected with same business activity, the interest will be subject to the *imposta sostitutiva* and will be included in the relevant income tax return. As a consequence, the interest will be subject to the ordinary income tax and the *imposta sostitutiva* may be recovered as a deduction from the income tax due.

Subject to certain conditions (including minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity to which the Notes are connected or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including from substitute tax (*imposta sostitutiva*), on Interest on the Notes, if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine - PIR*) that meets the requirements applicable from time to time as set forth by Italian law.

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* ("**SIMs**"), fiduciary companies, *società di gestione del risparmio* ("**SGRs**") stock exchange agents and other entities identified by the relevant Decrees of the Ministry of Finance (the "**Intermediaries**").

An Intermediary must (i) be resident in Italy or be a permanent establishment in Italy of a non-Italian resident financial intermediary and (ii) intervene, in any way, in the collection of Interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes are deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying Interest to a Noteholder.

The *imposta sostitutiva* does not apply, inter alia, to the following subjects, to the extent that the Notes and the relevant Coupons are deposited in a timely manner, directly or indirectly, with an Intermediary:

- (a) Corporate Noteholders – Where an Italian resident Noteholder is a corporation or a similar commercial entity (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected), interest accrued on the Notes must be included in: (i) the relevant Noteholder's yearly taxable income for corporate income tax purposes ("**IRES**"), applying at a rate equal to 24 per cent.; and (ii) in certain circumstances, depending on the "status" of the Noteholder, also in its net value of production for the purposes of regional tax on productive activities ("**IRAP**"). Such interest is therefore subject to general Italian corporate taxation according to the ordinary rules;
- (b) Investment funds – Italian investment funds (which includes *Fondo Comune d'Investimento*, SICAV or SICAF, the "**Investment Funds**") are not subject to income tax. A withholding tax, currently in the amount of 26 per cent., is levied in certain circumstances on distributions made by the Investment Fund in favour of certain categories of investors in the Investment Funds and it is applicable both on the proceeds distributed during the life of the fund, and on the amount due in case of closure or redemption of the funds (including in both cases the Interest on the Notes);
- (c) Pension funds – Pension funds (subject to the tax regime set forth by article 17 of the Legislative Decree No. 252 of 5 December 2005, the "**Pension Funds**") are subject to substitutive tax, currently levied at 20 per cent., on their annual net accrued result. Interest on the Notes is included in the calculation of said annual net accrued result. However, subject to certain conditions, Interest arising in respect of the Notes may be excluded from the taxable base of such substitutive tax if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine - PIR*) that meets the requirements applicable from time to time as set forth by Italian law; and

- (d) Real estate investment funds or real estate SICAFs (a "**REIT**") – Italian REITs are not subject to any *imposta sostitutiva* at the fund level and any Interest accrued on Notes held by a REIT is not taxable in the hands of the same REIT. However a 26 per cent. withholding tax may be applied on distributions made by the REIT, directly on the investors depending on the nature of the relevant investor.

#### *Non-Resident Noteholders*

Interest payments relating to Notes received by non-resident beneficial owners (not having a permanent establishment in Italy to which the Notes are effectively connected) are generally not subject to tax in Italy.

#### **B. Notes qualifying as atypical securities**

Interest payments relating to Notes that are not deemed to fall within the category of bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*) are subject to a withholding tax currently levied at the rate of 26 per cent. For this purpose, debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value. The mentioned withholding tax applies to an Italian resident Noteholder which is: (i) an individual not engaged in a business activity to which the Notes are effectively connected; (ii) a non-commercial partnership; (iii) a non-commercial private or public institution; (iv) an investor exempt from Italian corporate income tax; (v) a Pension Fund; and (vi) a Fund.

Interest payments on Notes made to *Italian resident Noteholders* which are (i) companies or similar commercial entities (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected), and (ii) commercial partnerships, are not subject to the aforementioned withholding tax, but the Interest shall also be included in their aggregate income subject to IRES. The withholding tax may be recovered as a deduction from the income tax due. In certain cases, such Interest may also be included in the taxable net value of production for IRAP purpose.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the withholding tax on interest, premium and other income relating to the Notes not falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*), if such Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine - PIR*) that meets the requirements applicable from time to time as set forth by Italian law.

Interest payments relating to Notes received by *non-Italian resident Noteholders* (not having a permanent establishment in Italy to which the Notes are effectively connected) are generally not subject to withholding tax.

- (2) Capital gains arising from the sale or transfer of the Notes are subject to different tax regimes based on the residence status of their Holders.

#### *Resident Noteholders*

Pursuant to Legislative Decree No. 461 of 21 November 1997, as amended, a capital gains tax (the "**CGT**") is applicable to capital gains realised on any sale or transfer of the Notes for consideration or on redemption thereof by Italian resident individuals (not engaged in a business activity to which the Notes are effectively connected), regardless of whether the Notes are held outside of Italy. Said CGT currently applies at a rate of 26 per cent.

For the purposes of determining the taxable capital gain, any interest on the Notes accrued and unpaid up to the time of the purchase and the sale of the Notes must be deducted from the purchase price and the sale price, respectively.

Should the Notes qualify as atypical securities, the relevant capital gain realised upon sale or transfer of the same should in principle be subject to CGT, however, based on a very restrictive interpretation, the aforesaid capital gains could be subject to the above mentioned final CGT.

Taxpayers can opt for certain alternative regimes in order to pay the CGT.

Subject to certain limitations and requirements (including a minimum holding period), capital gains realized in respect of the Notes by Italian resident individuals holding them not in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from taxation, if the Notes are included in a long-term applicable from time to time as set forth by Italian law.

In addition, please note the following:

- (a) Corporate investors (including banks and insurance companies): capital gains realised on the Notes by Italian resident corporate entities (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected) form part of their aggregate income subject to IRES. In certain cases, capital gains may also be included in the taxable net value of production of such entities for IRAP purposes. The capital gains are calculated as the difference between the sale price and the relevant tax basis of the Notes. Upon fulfilment of certain conditions, the gains may be taxed in equal instalments over up to five fiscal years for IRES purposes.
- (b) Investment Funds – Capital gains realised by the Investment Funds on the Notes are currently subject to a 26 per cent. withholding tax levied by the managing company. Such withholding shall be levied on a distribution basis and no longer on an accrual basis and it is applicable both on the proceeds distributed during the life of the fund, and on the amount due in case of closure or redemption of the funds (including in both cases, any capital gains on the Notes).
- (c) Pension Funds – Capital gains realised by Pension Funds on the Notes contribute to determining the annual net accrued result of the same Pension Funds, which is subject to a 20 per cent. substitutive tax. However, subject to certain conditions, Interest arising in respect of the Notes may be excluded from the taxable base of such substitutive tax if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine - PIR*) that meets the requirements applicable from time to time as set forth by Italian law.
- (d) REITs – Capital gains realised by Italian REITs on the Notes are generally not taxable at the level of the REIT. However, a 26 per cent. withholding tax may be applied on distributions made by the REIT, directly on the investors, depending on the nature of the relevant investor.

#### *Non-Resident Noteholders*

Capital gains realised by non-resident Noteholders (not having permanent establishment in Italy to which the Notes are effectively connected) on the Notes are generally not subject to tax in Italy.

## **TAXATION OF WARRANTS AND CERTIFICATES**

### **A. Securitised derivatives**

Warrants, Certificates and other securitised derivatives are subject to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Warrantholder or Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Securities are connected, (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains realised upon sale or exercise of the Securities are subject to CGT currently levied at 26 per cent. The recipient may opt for three different taxation criteria:



- (a) Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Italian resident individuals not engaged in an entrepreneurial activity to which the Securities are connected, the CGT will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual holding the Securities not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Securities carried out during any given tax year. Italian resident individuals holding the Securities not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay CGT on such gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.
- (b) As an alternative to the tax declaration regime, Italian resident individuals holding the Securities not in connection with an entrepreneurial activity may elect to pay the CGT separately on capital gains realised on each sale or redemption of the Securities (the "*risparmio amministrato*" regime). Such separate taxation of capital gains is allowed subject to: (i) the Securities being deposited with Italian banks, SIMs or certain authorised financial intermediaries; and (ii) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Warrantholder or Certificateholder. The depository is responsible for accounting for CGT in respect of capital gains realised on each sale or redemption of the Securities (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Warrantholder or Certificateholder or using funds provided by the Warrantholder or Certificateholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Securities results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Warrantholder or Certificateholder is not required to declare the capital gains in the annual tax return.
- (c) Any capital gains realised by Italian resident individuals holding the Securities not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Securities, to an authorised intermediary and have opted for the so-called "*risparmio gestito*" regime will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a substitute tax, to be paid by the managing authorised intermediary. Said substitute tax is currently levied at 26 per cent. Under this *risparmio gestito* regime, any decrease in value of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Warrantholder or Certificateholder is not required to declare the capital gains realised in the annual tax return.

Where an Italian resident Warrantholder or Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Securities are effectively connected, income arising from the Warrants or Certificates will not be subject to CGT, but must be included in the relevant Warrantholder's or Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Income realised by non-Italian resident Warrantholders or Certificateholders is not subject to Italian taxation, provided that the Warrants or Certificates are held outside of Italy.

Subject to certain limitations and requirements (including a minimum holding period), capital gains realized in respect of the Warrants or Certificates by Italian resident individuals holding them not in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from taxation, including the 26 per cent. *imposta sostitutiva*, if the Warrants or Certificates are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine - PIR*) that meets the requirements applicable from time to time as set forth by Italian law.

## **B. Atypical securities**

Securities that cannot be qualified as securitised derivatives under Article 67 of Testo Unico Imposte sui Redditi (Presidential Decree No. 917 of 22 December 1986) and, under a different interpretation of current tax law, Securities could be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of 30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Securities may be subject to an Italian withholding tax currently levied at 26 per cent.

The mentioned withholding tax applies to Italian resident holders of the Securities which are: (i) an individual not engaged in a business activity to which the Securities are effectively connected; (ii) a non-commercial partnership; (iii) a non-commercial private or public institution; (iv) an investor exempt from Italian corporate income tax; (v) a Pension Fund; and (vi) an Investment Fund.

The withholding tax mentioned above does not apply to payments made to a non-Italian resident holder of the Securities and to an Italian resident holder of the Securities which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

The withholding is levied by the Italian intermediary appointed by the Issuer, intervening in the collection of the relevant income or in the negotiation or repurchasing of the Securities.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the withholding tax at hand, if the Securities are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine - PIR*) that meets the requirements applicable from time to time as set forth by Italian law.

## **PAYMENTS MADE BY A NON RESIDENT GUARANTOR (IF APPLICABLE)**

With respect to payments made to Italian resident holders of Securities by a non-Italian resident Guarantor (if applicable), in accordance with one interpretation of Italian tax law, any such payment made by the non-Italian resident Guarantor could be treated, in certain circumstances, as a payment made by the Issuer and would thus be subject to the tax regime described in the previous paragraphs.

## **STAMP DUTY**

Pursuant to Article 19(1) of Decree No. 201 of 6 December 2011 ("**Decree 201**"), a proportional stamp duty applies on an annual basis to the periodic reporting communications sent by Italian financial intermediaries to their clients for the Securities deposited therewith. The stamp duty currently applies at a rate of 0.20 per cent; this stamp duty is determined on the basis of the market value or – if no market value figure is available – the nominal value or redemption amount of the securities held. The stamp duty cannot currently exceed EUR 14,000 for non-individual holders of securities only.

Based on the interpretation of the law and the related implementing provisions, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 20 June 2012) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

## **WEALTH TAX ON SECURITIES DEPOSITED ABROAD**

Pursuant to Article 19(18) of Decree 201, Italian resident individuals, Italian non-commercial private or public institutions or Italian non-commercial partnerships holding the Securities outside Italian territory are required to pay a wealth tax at the current rate of 0.20 per cent. (or, starting from January 1, 2024, of 0.40% if the Securities are held in a country listed in the Italian Ministerial Decree dated 4 May 1999, pursuant to the provisions of Law No. 213/2023). For taxpayers other than individuals, this wealth tax cannot exceed Euro 14,000 per year.

This tax is calculated on the market value of the Securities at the end of the relevant year (or at the end of the relevant holding period) or, if no market value figure is available, on the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit

equivalent to the amount of wealth taxes paid in the state where the financial assets are held (up to an amount equal to the Italian wealth tax due).

## TAX MONITORING

Pursuant to Law Decree No. 167 of 28 June 1990, converted by Law No. 227 of 4 August 1990, individuals resident in Italy, Italian non-commercial private or public institutions or Italian non-commercial partnerships who are the effective beneficial owners of foreign (i.e. non-Italian) investments or financial activities must, in certain circumstances, disclose the aforesaid and related transactions to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return).

## TRANSFER TAXES

Transfer of securities are subject to the registration tax as follows: (i) public deeds and notarised (atti pubblici e scritture private autenticate) deeds are subject to fixed registration tax at rate of EUR 200; (ii) private deeds (scritture private non autenticate) are subject to registration tax only if a case of use occurs or in case of voluntary registration.

## FINANCIAL TRANSACTION TAX

Pursuant to Article 1, para. 491 and followings of Law No. 228 of 24 December 2012, the Italian Parliament introduced a financial transaction tax ("**FTT**") which applies to (a) the transfer of ownership of shares and other participating securities issued by Italian resident companies or of financial instruments representing the just mentioned shares and/or participating securities (irrespective of whether issued by Italian resident issuers or not) (the "**Relevant Securities**"), (b) transactions on financial derivatives (i) the main underlying assets of which are the Relevant Securities, or (ii) whose value depends mainly on one or more Relevant Securities, as well as to (c) any transactions on the securities (as set forth by article 1, paragraph 1-bis, letters c) and d), of the Legislative Decree No. 58 of 24 February 1998) (iii) which allow to mainly purchase or sell one or more Relevant Securities or (iv) implying a cash payment determined with main reference to one or more Relevant Securities.

Warrants and certificates are expressly included in the scope of application of the FTT if they meet the requirements set out above.

With specific reference to the transactions on securitised derivatives on the Relevant Securities (such as the warrants) the FTT is due, as of 1 July 2013, regardless of the tax residence of the parties and/or where the transaction is executed.

The FTT is levied at a fixed amount that varies depending on the nature of the relevant instrument and the notional value of the transaction, and ranges between EUR 0.01875 and EUR 200 per transaction. The amount of FTT payable is reduced to 1/5 of the standard rate in case the transaction is performed on regulated markets or multilateral trading facilities of an EU Member States and of the SEE, included in the so-called white list currently set out in Italian Ministerial Decree 4 September 1996, as subsequently amended and supplemented from time to time pursuant to Article 11 of Decree 239.

In the case of physical settlement, the FTT is also due upon transfer of ownership rights of the underlying Relevant Securities.

The FTT on derivatives is due by each of the parties to the transactions. The FTT is not applied where one of the parties to the transaction is the European Union, the BCE, central banks of the EU Member States, foreign Central Banks or entities which manage the official reserves of a foreign State, or international bodies or entities set up in accordance with international agreements which have entered into force in Italy. Further specific exemptions exist, inter alia, for (i) subjects who carry on market making activities; (ii) mandatory social security entities and pension funds set up according to Legislative Decree No. 252 of 5 December 2005; and (iii) intragroup transfers of the Relevant Securities.

The FTT shall be levied, and subsequently paid, to the Italian Revenue by the subject (generally a financial intermediary) that is involved, in any way, in the performance of the transaction. If more than one subject is involved in the execution of the transaction, the FTT is payable by the subject who receives the order of

execution by the ultimate purchaser or counterparty. Intermediaries that are not resident in Italy but are liable to collect the FTT from the taxpayers and to pay it to the Italian Revenue can appoint an Italian tax representative for the purposes of the FTT. If no intermediary is involved in the performance of the transaction, the FTT must be paid directly by the taxpayers.

Prospective Holders of Warrants and Certificates are advised to consult their own tax advisers.

## INHERITANCE AND GIFT TAXES

Pursuant to Law Decree No. 262 of 3 October 2006, ("**Decree No. 262**"), converted into Law No. 286 of 24 November, 2006, the transfers of any valuable asset (including shares, bonds or other securities) as a result of death or donation are taxed as follows:

- (a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding EUR1,000,000;
- (b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree, are subject to an inheritance and gift tax applied at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding EUR100,000; and
- (c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the transfer is made in favour of persons with severe disabilities, the tax applies on the value of the entire inheritance or gift exceeding EUR1,500,000.00 for each beneficiary.

Inheritance and gift tax do not apply in case the Securities are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine - PIR*) that meets all the requirements applicable from time to time as set forth by Italian laws in force.

## 5. BELGIAN TAXATION

*Prospective Holders of securities are advised to consult their own advisors as to the tax consequences of the purchase, ownership and disposal of securities, including the effect of any taxes under Belgian law. The present overview is only general information, which is not intended to deal with specific aspects of an investment in Notes, Certificates and/or Warrants. Potential investors are recommended to consult their tax advisor on the basis of their own particular situation.*

### *Belgian income taxes*

#### *A. Notes*

The following summary describes the principal Belgian tax considerations with respect to the holding of Notes obtained by an investor in Belgium.

This information is of a general nature and does not purport to be a comprehensive description of all Belgian tax considerations that may be relevant to a decision to acquire, to hold and to dispose of the Notes. In some cases, different rules can be applicable. Furthermore, the tax rules can be amended in the future, possibly implemented with retroactive effect, and the interpretation of the tax rules may change.

#### *Belgian resident individual private investors*

The following tax treatment applies to individual Belgian residents, subject to Belgian personal income tax (*Personenbelasting/Impôt des personnes physiques*). Other rules can however apply in special situations: when Notes are linked to the private investor's professional activity or when the taxpayer's transactions with respect to the Notes fall outside the scope of the normal management of their private estate.

Generally speaking, any amount paid by the Issuer in excess of the issuance price of the Notes at the maturity date or at early redemption, is taxable as interest.

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 30 per cent. withholding tax in Belgium. However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent, the interest received (after deduction of any foreign withholding tax) has to be declared in the personal income tax return and will be taxed at the rate of 30 per cent.

In the viewpoint of the Belgian tax administration, structured notes always qualify as "fixed income securities" (Circular letter of 25 January 2013, AAFisc 3/2013). However, please be aware that depending on the characteristics, arguments are available to challenge this viewpoint of the Belgian tax administration; e.g. where the noteholder does not have any guarantee that the principal will be recovered and is not entitled to a guaranteed return either (this may e.g. be the case with unit, fund etc. linked notes if both the amount of principal and interest payable are dependent on the price or changes in the price of units or shares in a fund), it is arguable that such notes do not qualify as fixed income securities. A similar viewpoint has been adopted by the Belgium ruling committee in a particular case (decision 2015.632 of 3 May 2016).

If the Notes qualify as fixed income securities in the meaning of article 2, § 1, 8° Belgian Income Tax Code, the interest income of the notes is taxable in the hands of each successive noteholder based upon the duration that they have been holding the notes. This implies that the noteholders cannot avoid taxation by selling the note before maturity or before redemption by the issuer. According to the tax administration, the taxable event arises at the moment of sale if the noteholder transfers the note to someone other than the issuer. At this moment in time, no withholding tax is due, but the investor will have the duty to report his portion in the accrued interest in his personal income tax return (Circular letter of 25 January 2013, n° 12, 14). However, the viewpoint of the tax administration is criticized by the majority of the commentators and it has already been overruled in a decision of the Court of Antwerp (decision of 12 March 2002). According to the majority of the authors and the Court of Antwerp, the taxable event can only occur when the note is reimbursed to the final noteholder by the issuer. Before that moment in time, there is no certainty whether there actually is a taxable movable income.

Capital gains realised on the sale of the Notes, except for the *pro rata* of accrued interest in the case of fixed income securities, are in principle tax exempt. The capital gains will however incur taxation at 33 per cent. (to be increased with communal surcharges) if they are realised in a way which exceeds "the normal management of one's private estate". This may e.g. be the case if the investment in the Notes was made with borrowed funds.

If the Notes are repurchased (whether or not on the maturity date) by the Issuer, the capital gain is taxable as interest at the rate of 30 per cent. This taxation also applies if the Notes do not qualify as "fixed income securities".

Taxation at progressive tax rates of income and capital gains will occur if the Notes are held by the investor as assets of its professional activity, or if the trading of financial instruments is to be considered as a professional activity itself.

#### Tax treatment in the hands of Belgian corporations

Corporate Noteholders who are subject to Belgian Corporate Income Tax (*Vennootschapsbelasting/Impôt des sociétés*) and who do not qualify for a special corporate tax regime (which e.g. applies to Sicavs, pension funds etc.) are subject to the following tax treatment with respect to the Notes.

Interest or other income derived/recorded by Belgian corporate investors on the Notes and capital gains on the Notes will be subject to Belgian corporate income tax of 25 per cent. (with a reduced rate of 20 per cent, applying to the first tranche of EUR 100,000 of taxable income of qualifying small companies). Realised capital losses are in principle deductible. Moreover, the tax deductibility of unrealised capital losses can be argued provided that the noteholder (i) does not have any guarantee that the invested amount will be recovered, and (ii) does not have any guaranteed return either (this situation may e.g. occur with unit, fund etc. linked notes if both the amount of principal and interest payable are dependent on the price or changes in the price of units or shares in a fund). If the income has been subject to a foreign withholding tax, a foreign tax credit might be applicable on the Belgian tax due (under strict conditions and limitations).

Interest payments to a Belgian company made through a paying agent in Belgium may qualify for exemption from withholding tax provided the note qualifies as similar to a bond loan and provided a certificate is delivered (articles 108 and 117, § 12 R.D./I.T.C.). For zero or capitalisation bonds, an exemption will only apply if the Belgian company and the Issuer are associated companies within the meaning of article 105, 6° of the Royal Decree of 27 August 1993 implementing the Belgian Income Tax Code of 1992. If Belgian withholding tax would nonetheless be levied, such withholding tax can generally speaking be credited against the corporate income tax due and the excess is reimbursable provided the legal requirements are met.

#### Other legal entities

Legal entities who are Belgian residents for tax purposes and who are subject to Belgian tax on legal entities (*Rechtspersonenbelasting/impôt des personnes morales*) are subject to the following tax treatment with respect to the Notes.

Any amount paid by the Issuer in excess of the issuance price of the Notes at the maturity day or subsequent to early redemption is taxable as interest.

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 30 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest. If the interest is paid outside Belgium without the intervention of a Belgian paying agent and without the application of Belgian withholding tax, the legal entity itself is responsible for the payment of 30 per cent. withholding tax.

If the Notes qualify as fixed income securities in the meaning of article 2, § 1, 8° I.T.C., Belgian legal entities are taxable on the *pro rata* of accrued interest corresponding to the detention period in case of a realisation of the Notes between two interest payment dates or before maturity / reimbursement by the issuer.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the Notes are repurchased by the Issuer (in which case the capital gain is taxable as interest) and except for the *pro rata* of accrued interest in the case of fixed income securities, which is subject to Belgian withholding tax (30 per cent.), whereby the latter is due by the legal entity itself on the basis of article 262, 4° I.T.C.

#### Special tax regimes

Under Belgian tax law, a number of entities such as qualifying pension funds and qualifying investment companies enjoy a special tax regime, whereby income out of investments (such as interest income and capital gains) is not taken into account for determining the taxable basis.

#### Non-resident investors

The interest income on the Notes paid through a Belgian intermediary will in principle be subject to a 30 per cent. withholding tax subject to such relief as may be available under applicable domestic and tax treaty provisions. However, an exemption is available under Belgian domestic provisions in case of payment of interest on the Notes through a (financial) intermediary established in Belgium, provided that such (financial) intermediary qualifies as a recognized credit institution, exchange company or clearing or settlement institution and pays the interest to non-resident beneficial owners directly, on the condition that such non-resident beneficial owner certifies that he or she (i) is a non-resident for Belgian income tax purposes, (ii) has not held the Notes as part of a taxable business activity in Belgium, and (iii) is the legal owner, or holds the usufruct of the Notes (art 230, 2°, b) ITC/92).

Moreover, the following exemptions apply in particular circumstances:

- i) An exemption is available under Belgian domestic provisions in case of payment of interest on the Notes through a (financial) intermediary established in Belgium, provided that such (financial) intermediary qualifies as a recognized credit institution, stock exchange company or clearing or settlement institution and pays the interest to certain qualifying credit institutions, financial intermediaries, clearing and settlement institutions or portfolio management companies established outside of Belgium, referred to in Article 261, par. 4 ITC/92).

- ii) A second exemption is available under Belgian domestic provisions in case of payment of interest on the Notes through a (financial) intermediary established in Belgium, provided that such (financial) intermediary qualifies as a recognized credit institution, stock exchange company or clearing or settlement institution and pays the interest to non-qualifying intermediaries, on the condition that such non-qualifying intermediary certifies that the beneficial owners (i) are non-residents for Belgian income tax purposes, (ii) have not held the Notes as part of a taxable business activity in Belgium, and (iii) are the legal owners, or hold the usufruct of the Notes (art 264bis ITC/92).
- iii) Depending on facts and circumstances, specific exemptions may apply on the basis of the Royal Decree implementing the Income Tax Code.

The non-residents companies or professionals who use the debt instruments to exercise a professional activity in Belgium through a permanent establishment are subject to the same tax rules as the Belgian resident companies or Belgian professionals.

### ***B. Warrants***

The following summary describes the principal Belgian withholding tax considerations with respect to the holding of Warrants obtained by an investor following this offer in Belgium.

This information is of a general nature and does not purport to be a comprehensive description of all Belgian tax considerations that may be relevant to a decision to acquire, to hold and to dispose of the Warrants. In some cases, different rules can be applicable. Furthermore, the tax rules can be amended in the future, possibly implemented with retroactive effect, and the interpretation of the tax rules may change.

#### *Belgian resident individual investor*

The following tax treatment applies to individual Belgian residents, subject to Belgian personal income tax (*Personenbelasting/Impôt des personnes physiques*). Other rules can however apply in special situations, e.g. when Warrants are linked to the private investor's professional activity (professional estate).

There are no income taxes due on the surplus values obtained by the Warrantholder through the sale of Warrants or the Exercise of Warrants, provided (i) the Warrants or assets qualify as portfolio values, and (ii) the surplus values were made within the normal management of the investor's estate (as set forth in article 90, 1° Belgian Income Tax Code).

If one or both of the conditions mentioned in i) and ii) are not met, the situation is the following i) surplus values on a sale of warrants are taxable at the rate of 33 per cent. (to be increased with communal surcharges) and ii) surplus values on the exercise of a warrant may be taxable (e.g. in the case of a put warrant) at the rate of 33 per cent. (to be increased with communal surcharges).

The tax aspects regarding the holding or sale of assets acquired through the exercise of Warrants depend on the nature of those assets.

#### *Tax treatment in the hands of Belgian corporations*

The surplus values (and all other income) obtained by the Warrantholders through the sale of the Warrants are subject to corporate income tax at a 25 per cent tax rate (with a reduced rate of 20 per cent, applying to the first tranche of EUR 100,000 of taxable income of qualifying small companies). The losses on the warrants are in principle tax deductible. If the income has been subject to a foreign withholding tax, a foreign tax credit might be applicable on the Belgian tax due (subject to strict conditions and limitations).

The premium paid by the Call Warrant-holder is recorded on the balance sheet of the corporate investor. If the investor acquires shares subsequent to the exercise of a Warrant, the Warrant premium is added to the strike price for determining the value of the acquired shares.

The tax implications of i) surplus values obtained by the Warrantholders subsequent to the sale of assets which were acquired through the exercise of a call Warrant and ii) surplus values subsequent to the exercise of a put warrant, depend on the nature of the asset.

#### Other legal entities

Legal entities who are Belgian residents for tax purposes and who are subject to Belgian tax on legal entities (*Rechtspersonenbelasting/impôt des personnes morales*) are not taxed on the surplus values obtained through the sale of the Warrants or the exercise of the Warrants.

The tax aspects regarding the holding or sale of assets acquired through the exercise of Warrants depend on the nature of those assets.

#### Important note

Depending on facts and circumstances (e.g. in situations where a Warrant is cash settled), a Warrant may trigger taxable interest should the Warrant itself be (re-)characterized as some kind of a receivable. In such case, the Warrantholder may be taxed on any income derived from the Warrant according to the rules applicable to Notes.

Such (re-)characterization has in particular important fiscal consequences in the hands of a Belgian resident individual shareholder and in the hands of "other legal entities", as it may imply that any income derived from the Warrant is taxable as interest at the rate of 30 per cent.

### **C. Certificates**

The following summary describes the principal Belgian tax considerations with respect to the holding of Certificates obtained by an investor following this offer in Belgium.

This information is of a general nature and does not purport to be a comprehensive description of all Belgian tax considerations that may be relevant to a decision to acquire, to hold and to dispose of the Certificates. Moreover, the Belgian tax regime described below only applies if the Certificates can be regarded to qualify as claim rights for Belgian tax purposes. Depending on the specific characteristics of the certificate, different rules may apply. Furthermore, the tax rules can be amended in the future, possibly implemented with retroactive effect, and the interpretation of the tax rules may change.

This summary does not describe the tax consequences for a holder of Certificates that are redeemable in exchange for, or convertible into shares, of the exercise, settlement or redemption of such Certificates and/or any tax consequences after the moment of exercise, settlement or redemption. Each prospective holder of Certificates should consult a professional adviser with respect to the tax consequences of an investment in the Certificates, taking into account the influence of any applicable rules.

#### Belgian resident individual investor

Individuals who are Certificate holders and who are Belgian residents for tax purposes, i.e. who are subject to Belgian personal income tax ("*personenbelasting*"; "*impôt des personnes physiques*"), are subject to the following tax treatment with respect to the Certificates in Belgium.

Other rules may be applicable in special situations, in particular when individuals resident in Belgium acquire the Certificates for professional purposes or when their transactions with respect to the Certificates fall outside the scope of the normal management of their own private estate, or should the Certificates not qualify as "portfolio values".

Payments of interest on the Certificates made through a paying agent in Belgium will in principle be subject to a 30 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). For Belgian tax purposes, interest includes any amount paid by the Issuer in excess of the issuance price of the Certificates (e.g. at the redemption date or at early redemption). When withholding tax was applied, the Belgian resident investor no longer has the duty to report the interest in his personal income tax return. If the Certificates qualify as fixed income securities in the meaning of article 2,



§ 1, 8° Belgian Income Tax Code (see above Section on "Notes"), the interest income of the Certificates is taxable in the hands of each successive noteholder based upon the duration that they have been holding the notes.

Capital gains realised on the sale of the Certificates to a Party other than the Issuer, except in respect of that part of the sale price attributable to the pro rata interest component, are in principle tax exempt, provided that i) the Certificates qualify as "portfolio values", and ii) the capital gain results from a normal management of one's private estate. Capital losses on the Certificates are generally not tax deductible.

#### Tax treatment in the hands of Belgian corporations

Corporations or legal entities subject to Belgian corporate tax and who qualify as Belgian residents for tax purposes are subject to the following tax treatment with respect to the Certificates in Belgium.

Interest (and all other income) received by Belgian corporate investors on the Certificates and capital gains realised on the Certificates will be subject to Belgian corporate income tax of 25 per cent. (with a reduced rate of 20 per cent, applying to the first tranche of EUR 100,000 of taxable income of qualifying small companies). Realised capital losses are in principle deductible. Interest payments on the Certificates made through a paying agent in Belgium may under certain circumstances qualify for exemption from withholding tax. The withholding tax that has been levied is creditable in accordance with the legal provisions. If the income has been subject to a foreign withholding tax, a foreign tax credit might be applicable on the Belgian tax due (subject to strict conditions and limitations).

#### Other legal entities

Non-corporate legal entities who are Belgian residents for tax purposes and who are subject to Belgian tax on legal entities ("Rechtspersonenbelasting/impôt des personnes morales") are subject to the following tax treatment with respect to the Certificates in Belgium.

Payments of interest on the Certificates made through a paying agent in Belgium will in principle be subject to a 30 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent and without the deduction of Belgian withholding tax, the legal entity itself is responsible for the deduction and payment of the 30 per cent. withholding tax.

Capital gains realised on the sale of the Certificates to a party other than the Issuer, except in respect of that part of the sale price attributable to the pro rata interest component, are in principle tax exempt.

Capital losses on the Certificates are generally not tax deductible.

#### ***Tax on Stock Exchange Transactions***

The sale and purchase of Notes on the secondary market through a professional Belgian intermediary are subject to 0.12 per cent. tax on stock exchange transactions. This tax applies to both the acquisition and the sale of the Notes. It is capped at € 1,300 per transaction and per party.

However, with respect to notes for which it is questionable that they can be regarded as "bonds" for the application of Belgian tax law, e.g. if the Noteholder does not have any guarantee that the principal will be recovered (this may e.g. be the case with fund etc. linked notes), such notes may not qualify for the 0.12 per cent. rate and may fall under the scope of the 0.35 per cent. rate (capped at €1,600 per transaction and per party).

The sale and purchase on the secondary market of Warrants through a professional intermediary is subject to a 0.35 per cent. tax on stock exchange transactions on the price, capped at € 1,600 per transaction and per party.

The sale and purchase on the secondary market of Certificates through a professional Belgian intermediary will be either subject to tax on stock exchange transactions at the rate of 0.35 per cent. (capped at € 1,600) or 0.12 per cent. (capped at € 1,300) depending on the characteristics of the certificate.

Since 1 January 2017, transactions concluded by Belgian resident individuals and Belgian resident companies or legal entities also trigger Belgian stock exchange tax if no Belgian intermediary intervened in the transaction (e.g. transactions on foreign securities account(s)). If the Belgian stock exchange tax is not reported and paid to the Belgian tax authorities by or on behalf of the foreign intermediary, the Belgian investor has the duty to report and pay the tax himself.

The acquisition of Notes or Warrants pursuant to their issuance is not subject to the tax.

Transactions carried out by a number of investors for their own account are exempt:

- intermediaries as mentioned in article 2, 9° and 10° of the Law of 2 August, 2002 on the supervision of the financial sector and financial services;
- insurance companies as mentioned in article 2, §1 of the Law of 9 July 1975 on the supervision of insurance companies;
- pension funds (*instellingen voor bedrijfspensioenvoorziening / institutions de retraite professionnelle*) as mentioned in article 2, 1° of the Act of 27 October 2006 on the supervision of pension funds;
- UCITS; and
- non-residents (subject to an affidavit of non-residency).

#### ***Tax on securities accounts***

On 17 February 2021, the Belgian legislator introduced (a renewed version of) an annual tax on securities accounts ("**TSA**").

Securities accounts, held through a financial intermediary (national banks, credit institutions, but also central securities depositories like Euroclear, etc.), will a priori be subject to the new TSA if they are held by (i) Belgian resident individuals, Belgian companies, Belgian branches of non-resident taxpayers and other Belgium-based legal entities, irrespective of where the intermediary is established and (ii) non-resident individuals, non-resident companies and other non-resident legal entities if they hold a securities account with a Belgium-based intermediary. As far as non-residents are concerned, levying of the tax could be avoided depending on the terms of the applicable double tax convention concluded between their residence State and Belgium. As far as Belgium based individuals and Belgium based legal entities (other than companies) are concerned, the tax also applies to securities accounts held through "legal constructions" falling under the scope of the Cayman Tax (see below).

The tax base of the new TSA will be equal to the average value of qualifying financial instruments (a notion which is defined in a very large way, and which might also include the Notes, Warrants and Certificates) held on the securities account, provided, however, that said average value exceeds EUR 1,000,000. The tax rate of the TSA is equal to 0.15% and, where applicable, the amount of the tax shall be limited to 10% of the difference between the tax base and EUR 1,000,000.

Securities accounts held by the following financial entities will, amongst others, not be subject to the tax provided they are held for their own account (i.e. without a third party having a direct or indirect claim over the value of the account) by: (i) credit institutions, (ii) investment firms, (iii) AIF managers, (iv) UCITS managers, (v) insurance companies, (vi) reinsurance companies, (vii) pensions funds, (viii) alternative investment funds (AIF) with the exception of certain private compartments, (ix) undertakings for collective investment in securities (UCITS) with the exception of certain private compartments, (xi) central counterparties (xii) central securities depositories, (xiii) national banks and the ECB and (xiv) stock broking firms.

On October 27, 2022, the Belgian Constitutional Court delivered a judgment on the constitutionality of the annual tax on securities accounts introduced by the Act of February 17, 2021. Several objections had been

raised concerning certain constitutional principles, for example regarding the principle of equal treatment (non-discrimination), the fiscal legality principle, the prohibition of double taxation (ne bis in idem principle) and some aspects of European law. A total of 7 separate annulment appeals had been filed. The Court only decided to annul the specific anti-abuse provisions regarding the splitting of a securities account into several securities accounts held with the same financial intermediary and regarding the conversion of financial instruments held in a securities account into registered financial instruments.

In addition, the Court also ruled that the retroactive effect of the general anti-abuse provision regarding the period prior to the entry into force of the law, i.e., from 30 October 2020 to 26 February 2021, was not permissible and should therefore be annulled.

Given the Court's decision, all other provisions of the annual tax on securities accounts remain legally valid.

Prospective Holders of Securities are advised to seek their own professional advice in relation to the Tax on Securities Accounts.

### ***Tax on the physical delivery of bearer securities***

Since Belgian legislation provides a ban on the physical delivery of bearer securities since January 1<sup>st</sup> 2008 (article 4 of the Act of 14 December 2005), the tax of 0.6 per cent. on the physical delivery of bearer securities in Belgium will not be applicable.

### ***Gift tax and inheritance tax***

Belgian tax legislation provides both gift tax and inheritance tax.

The rates vary depending on the Region in which the donator or the deceased has/had his residence (Brussels Region, Flemish Region, Walloon Region).

### ***Cayman Tax***

In August 2015, the Belgian government has enacted new legislation regarding the taxation of foreign private wealth structures. This legislation, commonly referred to as the "Cayman Tax", aims to introduce a tax transparent treatment of income generated through these structures as of 1 January 2015.

The following information with respect to this "Cayman tax" is of a general nature and does not purport to be a comprehensive description of all Belgian Cayman tax considerations that may be relevant to a decision to acquire, to hold and to dispose of the Notes, Warrants and Certificates. Furthermore, the tax rules can be amended in the future, possibly implemented with retroactive effect, and the interpretation of the tax rules may change.

Moreover, both the original Act regarding the Cayman Tax of 10 August 2015 and the original Royal Decrees of 18 December 2015, as well as all consecutive amendments, are complex and many interpretational issues are still open.

The targeted foreign private wealth structures are referred to as "legal constructions". Three types of legal constructions exist:

- "legal relationships/arrangements" (type 1), which basically relates to Anglo-Saxon trusts, fiduciary contracts and similar structures on one hand, and;
- qualifying "legal entities" (type 2) on the other hand, which relates to low taxed companies, associations, foundations or other entities with legal personality; and
- certain qualifying (insurance) contracts (type 3).

If a certain arrangement would qualify as a "legal construction", the income received by the legal construction would *a priori* be deemed to be received by the "founder(s)" of the legal construction (or by so-called "third

party beneficiaries"), if these persons would be considered residents for Belgian income tax purposes ("tax transparency").

In addition, the Belgian resident "founders" (individuals and Belgian legal entities subject to the tax regime for non-profit legal entities) have the duty to report in their personal income tax return that they have entitlements towards a legal construction, irrespective of whether they have actually received any benefit. Penalties (up to 6,250 Euros) may be applied if the reporting duty has not been complied with.

With respect to certain relationships (e.g. trust-like or fiduciary relationships), it cannot be excluded that they would be considered to fall within the scope of the very broad definition of "legal construction type 1". A "legal construction type 1" is defined as a "legal relationship or arrangement created by an act of the founder or by a court order, by which assets are placed under the control of a trustee in order to be administered in the interest of one or more beneficiaries or to a certain purpose" (free translation).

The law further provides that, in order to be considered a "legal construction type 1", the legal relationship or arrangement has to dispose of the following characteristics (free translation):

- "the property title to the assets or to the entitlements from the "legal construction" has to be drafted in the name of the trustee or in the name of another person on behalf of the trustee;
- the assets of the "legal construction" have to form a separate estate and cannot be part of the estate of the trustee;
- the trustee has to have the authority and the duty, in respect of which he is accountable, to manage, administer or dispose of the goods in accordance with the provisions of the "legal construction".

Application of the Cayman tax would imply that the income relating to the instrument would be taxed directly in the hands of the person who constituted the legal construction or who has made contributions to the legal construction. The "founder" will have to report the legal construction in his tax return. Penalties (up to 6,250 Euros) may be applied if the reporting duty has not been complied with.

It should be emphasized that, given the many interpretational problems of the recent regime, prospective Holders of Securities are advised to consult their own advisors as to the Cayman tax (and the reporting duty) consequences with respect to their holding – given the involvement of the Trustee - of the Notes, Warrants and Certificates.

## **6. SPANISH TAXATION**

*The following discussion is of a general nature and is included herein solely for information purposes. It is based on the laws presently in force in Spain, though it is not intended to be, nor should it be construed to be, legal or tax advice. This section does not constitute a complete description of all the tax issues that may be relevant in making the decision to invest in the Securities or of all the tax consequences that may derive from the subscription, acquisition, holding, transfer, redemption or reimbursement of the Securities and does not purport to describe the tax consequences applicable to categories of investors subject to special tax rules. Prospective investors in the Securities should therefore consult their own professional advisers as to the effects of state, regional or local law in Spain, to which they may be subject.*

### **1. Spanish resident individuals**

#### **1.1 Notes and Certificates**

##### *Personal Income Tax*

Personal income tax is levied on an annual basis on the worldwide income obtained by Spanish resident individuals, whatever the source is and wherever the relevant payer is established. Therefore any income that Spanish holders of the Notes and Certificates may receive under the Notes and Certificates will be subject to Spanish taxation.

Both interest periodically received and income arising on the disposal, redemption or reimbursement of the Notes and Certificates obtained by individuals who are tax resident in Spain will be regarded as financial income for tax purposes (i.e. a return on investment derived from the assignment of own capital to third parties), regardless of whether is in kind or in cash, pursuant to Article 25 of Personal Income Tax Law 35/2006, of November 28.

Spanish holders of the Notes and Certificates shall compute the gross income obtained in the so called savings income tax base (*renta del ahorro*) of the tax period in which it is due, including amounts withheld, if any.

Income arising on the disposal, redemption or reimbursement of the Notes and Certificates will be calculated as the difference between: (a) their disposal, redemption or reimbursement value; and (b) their acquisition or subscription value. Costs and expenses effectively borne by the holder on the acquisition and transfer of the Notes and Certificates may be taken into account for calculating the relevant taxable income, provided that they can be duly justified. Likewise, expenses relating to the management and deposit of the Notes and Certificates, if any, will be tax-deductible, excluding those pertaining to discretionary or individual portfolio management.

The savings income tax base is subject to personal income tax at the following tax rates: 19% on the first €6,000, 21% on the amount exceeding €6,000 up to €50,000, 23% on the amount exceeding €50,000 up to €200,000, 27% on the amount exceeding €200,000 up to €300,000 and 28% on the amount exceeding €300,000.

Losses that may derive from the transfer of the Notes and Certificates cannot be offset if the investor acquires homogeneous securities within the two-month period prior or subsequent to the transfer of the Notes and Certificates, until the investor transfers such homogeneous securities.

Additionally, tax credits to prevent international double taxation may apply in respect of taxes paid outside Spain on income deriving from the Notes and Certificates, if any.

#### *Wealth Tax / Solidarity Tax*

Spanish Law 11/2020, of 30 December, approving the State Budget for 2021 has permanently re-established Spanish Wealth Tax with effect from tax period 2021<sup>151</sup>. Spanish tax resident individuals are subject to an annual Wealth Tax on the net worth of their individual's assets and rights, regardless of where they are located, to the extent that their net worth exceeds €700,000 (it being noted that a different tax exempt amount may be approved by the relevant Spanish Autonomous Region). Therefore, Spanish holders of the Notes and Certificates must take into account the value of the Notes and Certificates which they hold as at 31 December each year when calculating their Wealth Tax liabilities.

The marginal rates range between 0.2% and 3.5% and some reductions could apply. However, Spanish tax resident holders should take into account the specific tax regulations approved by their respective Spanish Autonomous Region, as some of them provide a partial or full relief for Wealth Tax.

In addition to the above, note that the so-called "Solidarity Tax" was approved in December 2022, which was initially a two-year direct wealth tax that, in general terms, applies, under certain conditions, to those residents in an autonomous region where the Wealth Tax is partial or fully exempt (as Madrid and Andalusia). The Solidarity Tax has been extended indefinitely, until the wealth taxation is revised within the framework of an eventual reform of the regional funding system. This Solidarity Tax is a State tax that is not collected or regulated by the Autonomous Regions, with the exceptions of the Basque Country and Navarra, who are excluded from the application of the State Solidarity Tax and apply this tax in virtue of the Economic Agreements held by these regions. In this regard, the Basque Country approved the application of the Solidarity Tax in its territory in December 2023, with effects in 2023, whereas in Navarra it has been introduced as an additional tax bracket within the Wealth Tax, imposing a 3.5% levy on net wealth exceeding €11.003.784,50.

The rates of the "Solidarity Tax" are (i) 1.7% on a net worth between €3,000,000.01 and €5,000,000, (ii) 2.1% on a net worth between €5,000,000.01 and €10,000,000, and (iii) 3.5% on a net worth of more than

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Until fiscal year 2021, the effects of Wealth Tax have been extended, on a year by year basis, by different Royal-Decree-laws.

€10,000,000. Note that the regulation lays down a minimum exempt amount of €700,000 which means that its effective impact, in general, will occur when the non-exempt net wealth is greater than €3,700,000.

Prospective investors are advised to seek their own professional advice in this regard.

#### *Inheritance and Gift Tax*

Individuals resident in Spain for tax purposes who acquire ownership or other rights over the Notes and Certificates by inheritance, gift or legacy shall be subject to Spanish Inheritance and Gift Tax in accordance with applicable Spanish regional and State tax rules. The applicable tax rates range between 7.65% and 34% depending on the particular circumstances. This is nevertheless subject to the specific rules approved by the relevant Spanish Autonomous Regions with respect to this tax.

## **1.2 Warrants**

#### *Personal Income Tax*

The following taxation considerations are based on the understanding that the Warrants should be treated as an option for Spanish tax purposes, therefore deriving capital gains or losses, as opposed to a debt instrument deriving income from the assignment of capital to third parties. If the Warrants were treated as a debt instrument for Spanish tax purposes, the applicable tax treatment would be the same as described for the Notes and Certificates.

The premium or amount paid for the subscription or acquisition of the Warrants would not be considered as a deductible expense, but as the acquisition value, which would include the expenses and commissions, inherent to the acquisition, paid by the acquirer.

Income obtained by the holders of the Warrants covered by this Base Prospectus on their transfer before the expiration date, will be considered as capital gains or losses in accordance with the provisions of the Spanish Personal Income Tax Law. The gain or loss shall be calculated as a difference between the transfer value, once any expenses and commissions paid by the taxpayer have been deducted, and the acquisition value, as defined above.

Upon the exercise of the Warrants, income obtained would be considered as a capital gain or loss, which will be calculated as the difference between (i) the settlement price or amount, once any expenses and commissions paid by the taxpayer have been deducted, and (ii) the acquisition value, as defined above.

Capital gains derived from the transfer or exercise of the Warrants will be included in the savings income tax base (renta del ahorro), which is subject to Personal Income Tax at the following tax rates: 19% on the first €6,000, 21% on the amount exceeding €6,000 up to €50,000, 23% on the amount exceeding €50,000 up to €200,000, 27% on the amount exceeding €200,000 up to €300,000 and 28% on the amount exceeding €300,000.

Failure to exercise any Warrants on the expiration date would give rise to a capital loss on the acquisition value.

Losses that may derive from the transfer of the Warrants cannot be offset if the investor acquires homogeneous securities within the two-month period prior or subsequent to the transfer of the Warrants, until the investor transfers such homogeneous securities.

Capital losses may offset capital gains obtained during the tax period included in the savings income tax base. The excess, if any, may be offset against the positive balance of capital gains and losses derived from the transfer of assets or rights within the following four years. Since 1 January 2015 it is allowed to offset the excess of capital losses with the positive balance of the income from the assignment of capital to third parties, up to 25% of this positive balance. Any remaining excess can offset the positive balance of the income from the assignment of capital to third parties within the following four years, up to the same limit.

#### *Wealth Tax*

As indicated above, Law 11/2020, of 30 December, approving the State Budget for 2021 has permanently re-established Spanish Wealth Tax with effect from tax period 2021. Spanish tax resident individuals are subject to an annual Wealth Tax on the net worth of their individual's assets and rights, regardless of where they are located, to the extent that their net worth exceeds €700,000 (it being noted that a different tax exempt amount may be approved the relevant Spanish Autonomous Region). Therefore, Spanish holders of the Warrants must take into account the value of Warrants they hold as at 31 December each year when calculating their Wealth Tax liabilities.

The marginal rates range between 0.2% and 3.5% and some reductions could apply. However, Spanish tax resident holders should take into account the specific tax regulations approved by their respective Spanish Autonomous Region, as some of them provide a partial or full relief for Wealth Tax.

In addition to the above, note that the so-called "Solidarity Tax" was approved in December 2022, which was initially a two-year direct wealth tax that, in general terms, applies, under certain conditions, to those residents in an autonomous region where the Wealth Tax is partial or fully exempt (as Madrid and Andalusia). The Solidarity Tax has been extended indefinitely, until the wealth taxation is revised within the framework of an eventual reform of the regional funding system. This Solidarity Tax is a State tax that is not collected or regulated by the Autonomous Regions, with the exceptions of the Basque Country and Navarra, who are excluded from the application of the State Solidarity Tax and apply this tax in virtue of the Economic Agreements held by these regions. In this regard, the Basque Country approved the application of the Solidarity Tax in its territory in December 2023, with effects in 2023, whereas in Navarra it has been introduced as an additional tax bracket within the Wealth Tax, imposing a 3.5% levy on net wealth exceeding €11,003,784.50.

The rates of the "Solidarity Tax" are (i) 1.7% on a net worth between €3,000,000.01 and €5,000,000, (ii) 2.1% on a net worth between €5,000,000.01 and €10,000,000, and (iii) 3.5% on a net worth of more than €10,000,000. Note that the regulation lays down a minimum exempt amount of €700,000 which means that its effective impact, in general, will occur when the non-exempt net wealth is greater than €3,700,000.

Prospective investors are advised to seek their own professional advice in this regard.

### *Inheritance and Gift Tax*

Individuals resident in Spain for tax purposes who acquire ownership or other rights over the Warrants by inheritance, gift or legacy shall be subject to Spanish Inheritance and Gift Tax in accordance with applicable Spanish regional and State tax rules. The applicable tax rates range between 7.65% and 34% depending on the particular circumstances. This is nevertheless subject to the specific rules approved by the relevant Spanish Autonomous Regions with respect to this tax.

## **2. Legal Entities with Tax Residence in Spain**

### **2.1 Notes and Certificates**

#### *Corporate Income Tax*

Both interest periodically received and income arising on the disposal, redemption or reimbursement of the Notes and Certificates obtained by entities which are resident for tax purposes in Spain shall be computed as taxable income of the tax period in which they accrue.

The general tax rate for Spanish Corporate Income Tax taxpayers is 25%. However, please note that newly incorporated entities that develop economic activities are taxed at a 15% tax rate in the first taxable year in which their taxable base is positive and in the next one. Also, special rates apply in respect of certain types of entities.

Tax credits to prevent international double taxation may apply in respect of taxes paid outside Spain on income deriving from the Notes and Certificates, if any.

## **2.2 Warrants**

### *Corporate Income Tax*

The premium or amount paid for the subscription or acquisition of the Warrants would not be considered as a deductible expense, but as the acquisition value, which would include the expenses and commissions, inherent to the acquisition, paid by the acquirer.

If the Warrants are transferred, the accounting result deriving from this transfer, calculated as the difference between the price received, once any expenses and commissions paid by the taxpayer have been deducted, and the acquisition value, as defined above, shall be treated as taxable income subject to Corporate Income Tax under the general provisions described for the Notes and Certificates.

Upon the exercise of the Warrants, the income obtained, calculated as the difference between (i) the settlement price or amount, once any expenses and commissions paid by the taxpayer have been deducted, and (ii) the acquisition value, as defined above, shall be treated as taxable income subject to Corporate Income Tax under the general provisions described for the Notes and Certificates. If the exercise of the Warrants results in the acquisition of shares or other securities, no taxable income should arise for the investor until these shares or securities are transferred.

If the Warrants are not exercised at maturity, the investor shall obtain a tax deductible negative income amounting to the acquisition value of the Warrants.

## **3. Non-resident investors with a permanent establishment in Spain**

### **3.1 Notes and Certificates**

A non-resident holder of the Notes and Certificates, who has a permanent establishment in Spain to which such Notes and Certificates are effectively connected with, is subject to Spanish Non-Residents' Income Tax on any income under the Notes and Certificates, including both interest periodically received and income arising on the disposal, redemption or reimbursement of the Notes and Certificates. In general terms, the tax rules applicable to individuals and entities non-resident in Spain acting through a permanent establishment in Spain are the same as those applicable to Corporate Income Tax taxpayers (explained above).

### **3.2 Warrants**

A non-resident holder of the Warrants, who has a permanent establishment in Spain to which such Warrants are effectively connected with, is subject to Spanish Non-Residents' Income Tax on any income or gain derived from the Warrants, in a similar way than applicable to Spanish tax resident Corporate Income Tax taxpayers (explained above).

## **4. Spanish withholding tax**

We note that, under Spanish tax law, the Issuer should not be obliged to deduct withholdings on account of Spanish income taxes since it is not a Spanish tax resident entity and does not have a permanent establishment in Spain to which the issue of the Securities is connected.

However, where a financial institution (either resident in Spain or acting through a permanent establishment in Spain) acts as depositary of the Notes or Certificates or intervenes as manager in the collection of any income under the Notes and Certificates, such financial institution will be responsible for making the relevant withholding on account of Spanish tax on any income deriving from the Notes and Certificates (income from Warrants will not be subject to withholding tax in Spain). To this effect income deriving from the Notes and Certificates includes not only interest payments but also income arising from the disposal, redemption or reimbursement of the Notes and Certificates, if any.

The withholding tax rate in Spain is 19 per cent. Amounts withheld in Spain, if any, can be credited against the final Spanish Personal Income Tax liability, in the case of Spanish tax resident individuals, or against final Spanish Corporate Income Tax liability, in the case of Spanish corporate, or against final Non-Residents' Income Tax, in the case of a Spanish permanent establishment of a non-resident holder of the Notes and Certificates.



Holders of the Notes and Certificates who are Corporate Income Tax taxpayers or Non-Residents' Income Tax taxpayers acting through a permanent establishment in Spain to which the Notes and Certificates are effectively connected with can benefit from a withholding tax exemption when the Notes and Certificates are (i) traded in an OECD official stock exchange, or (ii) represented in book-entry form and admitted to trading in a Spanish secondary stock exchange or in the Alternative Fixed Income Securities Market (MARF).

Additionally, Spanish tax resident individuals holders of the Notes and Certificates can benefit from a withholding tax exemption in respect of the income arising from the transfer or repayment of the Notes and Certificates if the Notes and Certificates are represented in book-entry form and admitted to trading in a Spanish secondary stock exchange. However, under certain circumstances, when a transfer of the Notes and Certificates has occurred within the 30-day period immediately preceding any relevant interest payment date, the withholding tax exemption may not be applicable.

Furthermore, such financial institution may become obliged to comply with the formalities set out in the Regulations on Spanish Personal Income Tax and Corporate Income Tax when intervening in the transfer or reimbursement of the Notes and Certificates.

## **5. Payments made by the Guarantor**

With respect to payments made by a non-Spanish Guarantor (if applicable) to Spanish resident holders of Securities or non-resident holders with a permanent establishment in Spain to which the Securities are effectively connected, our understanding of Spanish tax law is that such payments should be treated as a payment made by the Issuer, and thus should be subject to the Spanish tax regime described in the previous paragraphs.

## **6. Indirect taxation**

No Transfer Tax, Stamp Duty or Value Added Tax shall be payable in Spain in connection with the acquisition, transfer, redemption, reimbursement and exchange of the Securities.

## **7. Reporting obligations to the Spanish Tax Authorities**

Spanish resident holders of Securities or non-resident holders with a permanent establishment in Spain to which the Securities are effectively connected should seek advice from their tax advisor as to whether they should include the Securities in the annual reporting (Form 720) to the Spanish Tax Authorities declaring the assets and rights held outside Spain.

## **8. Spanish Financial Transaction Tax**

The Spanish Financial Transaction Tax ("**Spanish FTT**") was approved by Law 5/2020, of 15 October, on the Financial Transaction Tax (the "**Spanish FTT Law**"). Spanish FTT is an indirect tax, chargeable on acquisitions of shares (and other securities) that fulfil certain conditions. The tax is applicable irrespective of the tax residence of the parties that take part in the transaction and irrespective of the place where the shares are traded. Prospective holders of the Securities are advised to seek their own professional advice in relation to Spanish FTT.

## **7. U.S. DIVIDEND EQUIVALENT WITHHOLDING**

Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended, (the "**Code**") treats a "dividend equivalent" payment as a dividend from sources within the United States that is generally subject to a 30 per cent. U.S. withholding tax which 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) or (ii). U.S. Treasury regulations issued under Section 871(m) and applicable guidance (the "**Section**

**871(m) Regulations**") will, when effective, require withholding on certain non-U.S. holders of the Securities with respect to amounts treated as dividend equivalent payments. Under the Section 871(m) Regulations, only a Security that has an expected economic return sufficiently similar to that of the underlying U.S. security, based on tests set forth in the Section 871(m) Regulations, will be subject to the Section 871(m) withholding regime (making such Security a "**Specified Security**"). Certain exceptions to this withholding requirement apply, in particular for instruments linked to certain broad-based indices.

Withholding in respect of dividend equivalents will generally be required when cash payments are made on upon the date of maturity, lapse or other disposition of the Specified Security. If the underlying U.S. security or securities are expected to pay dividends during the term of the Specified Security, withholding generally will still be required even if the Specified Security does not provide for payments explicitly linked to dividends. Additionally, the Issuer may withhold the full 30 per cent. tax on any payment on the Securities in respect of any dividend equivalent arising with respect to such Securities regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law (including, for the avoidance of doubt, where a non-U.S. holder is eligible for a reduced tax rate under an applicable tax treaty with the United States). A non-U.S. holder may be able to claim a refund of any excess withholding provided the required information is timely furnished to the U.S. Internal Revenue Service. Refund claims are subject to U.S. tax law requirements and there can be no assurance that a particular refund claim will be timely paid or paid at all. If the 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.

Pursuant to IRS guidance, a Security issued prior to 1 January 2027 that does not have a "delta" of one with respect to underlying securities that could pay U.S.-source dividends for U.S. federal income tax purposes generally will not be considered a Specified Security subject to the 871(m) Regulations. If the terms of a Security are subject to a "significant modification" (as defined for U.S. tax purposes) the Security generally would be treated as retired and reissued on the date of such modification for purposes of determining, based on economic conditions in effect at that time, whether such Security is a Specified Security. Similarly, if additional Securities of the same series are issued (or deemed issued for U.S. tax purposes, such as certain sales of Securities out of inventory) after the original issue date, the IRS could treat the issue date for determining whether the existing Securities are Specified Securities as the date of such subsequent sale or issuance. Consequently, a previously out of scope Security might become a Specified Security following such modification or further issuance.

The applicable Final Terms will indicate whether the Issuer has determined that Securities are Specified Securities and may specify contact details for obtaining additional information regarding the application of Section 871(m) to such Securities. The applicable Final Terms will also indicate if payments on a series of Specified Securities are calculated by reference to "Net Dividends" (i.e., the dividends paid by an issuer of a security net of 30 per cent. U.S. federal withholding tax) or "Net Total Returns" (i.e., the net total return of the U.S. source dividend paying components, as calculated by the relevant Index Sponsor, of an index that reinvests U.S. source dividends paid by an issuer of a security that is a component of the index net of 30 per cent. U.S. withholding tax on such U.S. source dividends). A non-U.S. holder of such Specified Securities should expect to be subject to withholding in respect of any underlying dividend-paying U.S. securities. The Issuer's determination is binding on non-U.S. holders of the Securities, but it is not binding on the IRS. The Section 871(m) Regulations require complex calculations to be made with respect to Securities linked to U.S. securities and their application to a specific issue of Securities may be uncertain. Prospective investors should consult their tax advisers regarding the potential application of Section 871(m) to the Securities.

## 8. FOREIGN ACCOUNT TAX COMPLIANCE ACT

Pursuant to certain provisions of the Code, commonly known as FATCA, withholding may be required on, among other things, (i) certain payments made by "foreign financial institutions" ("foreign passthru payments") and (ii) dividend equivalent payments in respect of a Specified Security (as described above in "U.S. Dividend Equivalent Withholding"), in each case, to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA

jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes.

Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, are uncertain and may be subject to change. If withholding would be required pursuant to FATCA or an IGA with respect to foreign passthru payments from the disposition of Securities that generate dividend equivalent payments, such withholding would not apply prior to the date that is two years after the publication in the Federal Register of final regulations defining this term and Securities characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or before the relevant grandfathering date would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). The grandfathering date for (A) Securities that give rise solely to foreign passthru payments, 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, and (B) Securities that give rise to a dividend equivalent pursuant to Section 871(m) of the Code and the U.S. Treasury regulations promulgated thereunder, is six months after the date on which obligations of its type are first treated as giving rise to dividend equivalents. If additional Securities (as described under "Terms and Conditions of the Notes—Further Issues" or "Terms and Conditions of the Certificates – Further Issues", as applicable) that are not distinguishable from such previously issued grandfathered Securities are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Securities, including the Securities offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Securities. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Securities, no person will be required to pay additional amounts as a result of the withholding.

On 28 March 2014, the United States and the Grand Duchy of Luxembourg concluded an intergovernmental agreement, Agreement between the Government of the United States of America and the Government of the Grand Duchy of Luxembourg to Improve International Tax Compliance and with respect to The United States information reporting provisions commonly known as the Foreign Account Tax Compliance Act (the "**Luxembourg IGA**"). Under the Luxembourg IGA, the United States and Luxembourg have agreed to implement FATCA through domestic reporting obligations for financial institutions, an automatic exchange of account information between the public authorities of the two countries and on the basis of existing bilateral tax treaties. The Luxembourg IGA as well as the related exchange of notes signed on 31 March 2015 and on 1 April 2015 have been approved in Luxembourg by the law of 24 July 2015 (the "**Law**").

## 9. COMMON REPORTING STANDARD

Capitalised terms used in this section should have the meaning as set forth in the CRS Law (as defined below), unless provided otherwise herein.

The Issuer may be subject to the Common Reporting Standard (the "**CRS**") as set out in the Luxembourg law dated 18 December 2015 (the "**CRS Law**") implementing Directive 2014/107/EU which provides for an automatic exchange of financial account information between Member States of the European Union as well as the OECD's multilateral competent authority agreement on automatic exchange of financial account information signed on 29 October 2014 in Berlin, with effect as of 1 January 2016.

Under the terms of the CRS Law, the Issuer is likely to be treated as a Luxembourg Reporting Financial Institution.

As such, as of 30 June 2017 and without prejudice to other applicable data protection provisions, the Issuer will be required to annually report to the Luxembourg tax authorities personal and financial information related, inter alia, to the identification of, holdings by and payments made to (i) certain Holders of Securities qualifying as Reportable Persons as per the CRS Law and (ii) Controlling Persons of certain non-financial entities ("**NFEs**") which are themselves Reportable Persons. This information, as exhaustively set out in Annex I of the CRS Law (the "**Information**"), will include personal data related to the Reportable Persons.

The Issuer's ability to satisfy its reporting obligations under the CRS Law will depend on each Holder of Securities providing the Issuer with the Information, along with the required supporting documentary evidence. In this context, the Holder of Securities are hereby informed that, as data controller, the Issuer will process the Information for the purposes as set out in the CRS Law.

Holders of Securities qualifying as passive NFEs undertake to inform their Controlling Persons, if applicable, of the processing of their Information by the Issuer.

Additionally, the Issuer is responsible for the processing of personal data and each Holder of Securities has a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Issuer are to be processed in accordance with the amended Luxembourg law dated 1 August 2018 on the protection of persons with regard to the processing of personal data.

The Holders of Securities are further informed that the Information related to Reportable Persons within the meaning of the CRS Law will be disclosed to the Luxembourg tax authorities annually for the purposes set out in the CRS Law. The Luxembourg tax authorities will, under their own responsibility, eventually exchange the reported information to the competent authority of the Reportable Jurisdiction. In particular, Reportable Persons are informed that certain operations performed by them will be reported to them through the issuance of statements, and that part of this information will serve as a basis for the annual disclosure to the Luxembourg tax authorities.

Similarly, the Holders of Securities undertake to inform the Issuer within thirty (30) days of receipt of these statements should any included personal data be not accurate. The Holders of Securities further undertake to immediately inform the Issuer of, and provide the Issuer with all supporting documentary evidence of any changes related to the Information after occurrence of such changes.

Any Holder of Securities that fails to comply with the Issuer's Information or documentation requests may be held liable for penalties imposed on the Issuer as a result of such Holder of Securities failure to provide the Information or subject to disclosure of the Information by the Issuer to the Luxembourg tax authorities and the Issuer may, in its sole discretion, redeem the Securities of such Holder of Securities.

**SUBSCRIPTION, SALE AND TRANSFER RESTRICTIONS**

The Dealers have, in a dealer agreement (the "**Dealer Agreement**", which expression includes the same as it may be updated or supplemented from time to time) dated 6 February 2009 as most recently amended and restated on 20 September 2024, agreed with the Issuer a basis upon which they (or any one of them) may from time to time agree to purchase Securities. Any such agreement will extend to those matters stated under "Form of the Notes", in the Terms and Conditions of the Notes, in the Terms and Conditions of the Warrants and in the Terms and Conditions of the Certificates above. In the Dealer Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Securities under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

*The following selling restrictions may be modified by the Issuer and the relevant Dealer(s) following a change in the relevant law, regulation or directive and in certain other circumstances as may be agreed between the Issuer and the relevant Dealer(s). Any such modification will be set out in a Supplement to this Base Prospectus and (if applicable) the syndication agreement in respect of the Series (and/or Tranche, as the case may be) to which it is related.*

**Selling Restrictions: Jurisdictions outside the European Economic Area*****United States******Selling Restrictions***

Neither the Securities, the Guarantee nor any Entitlement to be delivered upon the exercise or redemption of Physical Delivery Securities have been or will be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the U.S., and may not be offered, sold, delivered or exercised within the United States or to, or for the account or benefit of, U.S. persons. Trading in the Securities has not been approved by the U.S. Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended.

The Notes in bearer form 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 a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended and regulations thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will offer, sell or deliver such Securities only in accordance with Rule 903 of Regulation S under the Securities Act and all applicable U.S. state securities laws. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Notes that constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982, the U.S. Tax Code, or U.S. Treasury regulations and are not considered to be in "registered form" for U.S. federal income tax purposes ("**TEFRA Notes**") 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 or for the account or benefit of a United States person except in compliance with (U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Tax Code (the "**TEFRA D Rules**").

In this regard, with respect to TEFRA Notes issued in compliance with the TEFRA D Rules, the Issuer and each Dealer and each other Dealer or purchaser (as the case may be) has represented and agreed, and each additional Dealer appointed under the Programme will be deemed to represent and agree, that in addition to the relevant U.S. securities selling restrictions set forth herein:

## SUBSCRIPTION, SALE AND TRANSFER RESTRICTIONS

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- (a) except to the extent permitted under the TEFRA D Rules, (x) it has not offered or sold, and during the restricted period it will not offer or sell, TEFRA Notes in bearer form to a person who is within the United States or its possessions or to a United States person and (y) it has not delivered and agrees that it will not deliver within the United States or its possessions definitive TEFRA Notes that will be sold during the restricted period;
- (b) it has and agrees that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling TEFRA Notes are aware that TEFRA Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person (except to the extent permitted under the TEFRA D Rules);
- (c) if it is a United States person, it is acquiring the TEFRA Notes for purposes of resale in connection with their original issuance, and if it retains TEFRA Notes for its own account, it will do so in accordance with the requirements of the TEFRA D Rules;
- (d) with respect to each affiliate or distributor that acquires TEFRA Notes from the Issuer or any Dealer for the purpose of offering or selling such TEFRA Notes during the restricted period, the Issuer or Dealer either repeats and confirms the representations and agreements contained in subclauses (a), (b), and (c) above on such affiliate's or distributor's behalf or agrees that it will obtain from such affiliate or distributor for the benefit of Issuer or Dealer the representations and agreements contained in such subclauses; and
- (e) it has not and agrees that it will not enter into any written contract (other than confirmation or other notice of the transaction) pursuant to which any other party to the contract (other than one of its affiliates or another Dealer) has offered or sold, or during the restricted period will offer or sell, any TEFRA Notes except where pursuant to the contract the Dealer has obtained or will obtain from that party, for the benefit of Issuer and the Dealer, the representations contained in, and that party's agreement to comply with, the provisions of subclauses (a), (b), (c) and (d).

Terms used in this section shall have the meanings given to them by the Internal Revenue Code and the regulations thereunder, including the TEFRA D Rules.

On March 18, 2010, the Hiring Incentives to Restore Employment Act (the "**HIRE Act**") was signed into law by President Barack Obama, which, among things, repeals the TEFRA D Rules for TEFRA Notes originally issued after March 18, 2012. However, in Notice 2012-20, the U.S. Department of Treasury and the U.S. Internal Revenue Service indicated that they intend to provide in regulations that rules identical to the TEFRA D Rules will apply to non-US issuers of TEFRA Notes for purposes of establishing an exemption from the excise tax imposed by Section 4701 of the U.S. Tax Code. (The amount of the excise tax is one per cent. of the principal amount of the obligation, multiplied by the number of calendar years until the obligation reaches maturity.) The U.S. Department of Treasury and the U.S. Internal Revenue Service has proposed regulations generally consistent with such Notice. Consequently, TEFRA Notes issued in accordance with the TEFRA D Rules should continue to be treated as "foreign targeted obligations" that are exempt from the excise tax.

Until 40 days after the commencement of the offering of any Series of Securities, an offer or sale of such Securities within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Each issuance of Securities, whether linked to an Underlying Reference, Physical Delivery Notes, Physical Delivery Certificates or Physical Delivery Warrants or otherwise, as the case may be, shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Securities, which additional selling restrictions shall be set out in the applicable Final Terms.

The issuance of the Securities was not designed to comply with the U.S. Risk Retention Rules other than the "foreign safe harbor" exemption under the U.S. Risk Retention Rules, and no other steps have been taken by the Issuer, BNPP, any Dealer or any of their affiliates or any other party to accomplish such compliance.

The Securities are being issued and offered in reliance on an exemption from the U.S. Risk Retention Rules for non-U.S. transactions. To qualify for the "foreign transaction safe harbor" exemption, non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the securities issued in the securitization transaction are sold or transferred to, or for the account or benefit of, U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this prospectus as "Risk Retention U.S. Persons"); (3) neither the sponsor nor the issuer of the securitization transaction is organized under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organized or located in the United States.

As part of the initial distribution of the Securities of each Series, such Securities may not be purchased by any person except for persons that are not "U.S. persons" as defined in the U.S. Risk Retention Rules, or "Risk Retention U.S. Persons". **"U.S. Risk Retention Rules"** means Regulation RR (17 C.F.R Part 246) implementing the risk retention requirements of Section 15G of the U.S. Securities Exchange Act of 1934, as amended. Prospective investors should note that, although the definition of "U.S. person" in the U.S. Risk Retention Rules is very similar to the definition of "U.S. person" in Regulation S, there are substantial differences between the two definitions and that persons who are not "U.S. persons" under Regulation S may be "U.S. persons" under the U.S. Risk Retention Rules.

Each purchaser of Securities, including beneficial interests in such Securities, shall be deemed to have made the following representations: that it (1) is not a Risk Retention U.S. Person, (2) is acquiring such Securities or a beneficial interest in such Securities for its own account and not with a view to distribute such Securities, or, in the case of a distributor, will only distribute such Securities to a person which is not a Risk Retention U.S. Person, and (3) is not acquiring such Securities or a beneficial interest in such Securities as part of a scheme to evade the requirements of the U.S. Risk Retention Rules.

Notwithstanding the foregoing, the Issuer may sell a limited portion of such Notes to, or for the account or benefit of, Risk Retention U.S. Persons under an exemption from the U.S. Risk Retention Rules.

### ***Transfer Restrictions***

Each purchaser of Notes, Warrants and Certificates will be deemed to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Regulation S are used herein as defined therein):

- (a) that it is outside the United States and is not a U.S. person nor is it purchasing Notes, Warrants or Certificates on behalf of a U.S. person;
- (b) in the case of Warrants and Exercisable Certificates, that the Warrants may not be exercised in the United States or by or on behalf of a U.S. person. In addition, a person exercising a Warrant, may be required by the Issuer to deliver additional documents for compliance with Regulation S and the securities laws of the United States, which documents may include, the delivery by such person of either (i) a certificate to the effect that the person exercising the Warrant is not a U.S. person and the Warrant is not being exercised on behalf of a U.S. person and/or (ii) a written opinion of counsel to the effect that the Warrant and the securities delivered upon exercise thereof have been registered under the Securities Act or are exempt from registration thereunder;
- (c) that the Securities are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Securities have not been and will not be registered under the Securities Act or any other applicable U.S. state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons;
- (d) that Securities are being offered outside the United States in reliance on Regulation S and will be represented by one or more, in the case of Notes, Registered Global Notes or, in the case of Warrants, Registered Global Warrants or, in the case of Certificates, Registered Global Certificates;
- (e) that the Issuer has not registered, and does not intend to register, as an investment company under the U.S. Investment Company Act of 1940 and that any transfer of the Securities which would cause

the Issuer, any Compartment or the Guarantor, as the case may be, to become required to register under the U.S. Investment Company Act of 1940 will be void;

- (f) that if it should resell or otherwise transfer the Securities, it will do so only outside the United States to or for the account of non-U.S. persons in compliance with Rule 903 or 904 of Regulation S under the Securities Act and in accordance with all applicable U.S. state securities laws and it acknowledges that the global Notes, Global Warrants and Global Certificates will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THE [NOTES REPRESENTED BY THIS SECURITY]/[WARRANTS REPRESENTED BY THIS SECURITY AND SECURITIES TO BE ISSUED UPON ITS EXERCISE]/[CERTIFICATES REPRESENTED BY THIS SECURITY] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE [OFFERED, TRANSFERRED, DELIVERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS]/ [OFFERED, SOLD, TRANSFERRED, DELIVERED OR EXERCISED WITHIN THE UNITED STATES OR TO, BY, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS]. THE ISSUER HAS NOT REGISTERED, AND DOES NOT INTEND TO REGISTER, AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940. THE FOREGOING TRANSFER RESTRICTIONS ARE INTENDED TO ENSURE THAT THE ISSUER IS NOT REQUIRED TO REGISTER AS AN INVESTMENT COMPANY AND ANY TRANSFER IN VIOLATION OF THE FOREGOING TRANSFER RESTRICTIONS WILL BE VOID."; and

- (g) that the Issuer 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 if it is acquiring any 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. Each purchaser and each subsequent holder is required to notify any transferee of the restructuring or transfer set forth above.

### **Selling Restrictions: Jurisdictions within the European Economic Area and the United Kingdom**

#### ***Public Offer Selling Restrictions under the Prospectus Regulation***

*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, Belgium, Spain, The Grand Duchy of Luxembourg, The Netherlands, Czech Republic and the Republic of Italy. Please also note that additional selling restrictions apply in respect of the United Kingdom, as set out below.*

#### ***European Economic Area***

If the Final Terms specifies "Prohibition of Sales to EEA Retail Investors" as "Applicable", Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto may not be offered, sold or otherwise made available to any retail investor in the EEA. If the Final Terms specifies "Prohibition of Sales to EEA Retail Investors" as not applicable, Securities which are the subject of an offering contemplated by the Base Prospectus as completed by the Final Terms may be offered, sold or otherwise made available to retail investors in the EEA, provided that, where a key information document is required pursuant to Regulation (EU) No 1286/2014 (the "**PRIPs Regulation**"), as the case may be, the Securities may only be offered, sold or otherwise made available to retail investors in the jurisdiction(s) for which a key information document is made available. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or



- (ii) a customer within the meaning of Directive 2016/97/EC (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
- (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an offer includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities.

With respect to each such Member State of the EEA which has implemented the Prospectus Regulation (each, a "**Relevant Member State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Regulation is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of 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, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Securities to the public in that Relevant Member State and in the jurisdiction(s) for which a key information document is made available may be made:

- (a) if the final terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 1.4 and/or Article 3.2 of the Prospectus Regulation in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such 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 Regulation, 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 Regulation;
- (c) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 1.4 and/or Article 3.2 of the Prospectus Regulation,

provided that no such offer of Securities referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer**" in relation to any 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 Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Regulation in that Member State and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 (and amendments thereto), and includes any relevant implementing measure in the Relevant Member State.

#### ***Prohibition of Sales to UK Retail Investors***

If the Final Terms in respect of any Securities specifies "Prohibition of Sales to UK Retail Investors " as applicable, Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto may not be offered, sold or otherwise made available to any retail investor in the United Kingdom. If the Final Terms in respect of any Securities specifies "Prohibition of Sales to UK Retail Investors" as not applicable, Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto may be offered, sold or otherwise

made available to any retail investor in the United Kingdom, provided that, where a key information document is required pursuant to Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK PRIIPs Regulation**"), the Securities may only be offered, sold or otherwise made available to retail investors in the United Kingdom if a key information document is made available in the United Kingdom. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
  - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
  - (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
  - (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

Offers of 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 the United Kingdom may not be made, except offers of such Securities to the public in the United Kingdom may be made if a key information document is made available and:

- (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the Issuer or any Dealer for any such offer; or
- (c) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Securities referred to in (a) to (c) above shall require the Issuer to publish a prospectus pursuant to section 75 of the FSMA, or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision:

- (i) the expression an "**offer of Securities to the public**" in relation to any Securities means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities; and
- (ii) "**UK Prospectus Regulation**" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

### ***United Kingdom***

In relation to each Tranche of Securities, each Dealer subscribing for or purchasing such Securities has represented to, warranted and agreed with, and each further Dealer appointed under the Programme and each other Dealer will be required to represent to, warrant and agree with, the Issuer and the Guarantor (if applicable), that:

- (a) in relation to Securities having a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any

Securities other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as 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 Securities would otherwise constitute a contravention of Section 19 of the **FSMA** by the Issuer;

- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not or, in the case of the Guarantor (if applicable), would not, if it was not an authorised person, apply to the Issuer or the Guarantor; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

### ***France***

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it undertakes to comply with applicable French laws and regulations in force regarding the offer, the placement or the sale of the Securities and the distribution in France of the Base Prospectus or any other offering material relating to the Securities.

### ***Ireland***

Any offer, sale, placement or underwriting of, or any other action in connection with, any Securities in or involving Ireland must be in conformity with the following:

- (a) the provisions of the Companies Act 2014 of Ireland (the "**2014 Act**");
- (b) the provisions of the Prospectus Regulation (Regulation (EU) 2017/1129) and any delegated or implementing acts adopted thereunder, the European Union (Prospectus) Regulations 2019 (S.I. No. 380 of 2019) and any other Irish prospectus law as defined in the 2014 Act, and any rules made or guidelines issued by the Central Bank of Ireland and in connection with the foregoing, including any made or guidelines issued under Section 1363 of the 2014 Act by the Central Bank of Ireland;
- (c) the provisions of the Central Bank Acts 1942 to 2018 of Ireland and any rules or codes of conduct or practice made under Section 117(1) of the Central Bank Act 1989 of Ireland, the provisions of the Central Bank (Investment Market Conduct) Rules 2019 (S.I. No. 366 of 2019) or any regulations made pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013 of Ireland;
- (d) the provisions of the Market Abuse Regulation (EU) 596/2014, the Market Abuse Directive on criminal sanctions for market abuse (Directive 2014/57/EU), the European Union (Market Abuse) Regulations 2016 (S.I. No. 349 of 2016) and any Irish market abuse law as defined in those Regulations or in the 2014 Act and any rules made or guidance issued by the Central Bank of Ireland in connection therewith including any rules made or guidelines issued under Section 1370 of the 2014 Act by the Central Bank of Ireland; and
- (e) (i) all applicable provisions of the European Union (Markets in Financial Instruments) Regulations 2017 (S.I. No. 375 of 2017)(the "**MiFID II Regulations**"), including, without limitation, Regulation 5 (Requirement for authorisation (and certain provisions concerning MTFs and OTFs)) thereof and in connection with the MiFID II Regulations, any rules or codes of conduct or practice, or any conditions or requirements or any other enactment imposed or approved by the Central Bank of Ireland, (ii) all applicable provisions of Regulation (EU) No 600/2014 and Directive 2014/65/EU (together, "**MiFID II**") and any delegated or implementing acts adopted thereunder and any applicable rules or codes of conduct or practice in connection with the foregoing, and if acting under an authorisation granted to it for the purposes of MiFID II, in conformity with the terms of that

authorisation; and (iii) the provisions of the Investor Compensation Act 1998 of Ireland and the Investment Intermediaries Act 1995 of Ireland to the extent applicable.

References in this section to any legislation (including, without limitation, European Union legislation) shall be deemed to refer to such legislation as the same has been or may from time to time be amended, supplemented, consolidated, varied or replaced and shall include reference to all implementing acts or measures, delegated acts, statutory instruments, regulations, rules and guidance in respect thereof.

### ***Republic of Italy***

The offering of the Securities has not been registered and will not be registered with the Italian Financial Regulator (*Commissione Nazionale per le Società e la Borsa* or "**CONSOB**") pursuant to Italian securities legislation and, accordingly, the Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Dealer will be required to represent and agree, that no Securities may be offered, sold, promoted, advertised or delivered, directly or indirectly, to the public in the Republic of Italy, nor may copies of this Base Prospectus, any Final Terms or any other document relating to the Securities be distributed, made available or advertised in the Republic of Italy, except:

- (1) to "**Qualified Investors**" (*Investitori Qualificati*) as defined pursuant to article 2 of the Regulation (EU) No. 1129 of 14 June 2017 as amended and supplemented from time to time (the "**Prospectus Regulation**") and any applicable provisions of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented from time to time (the "Italian Financial Services Act") and any other Italian laws and regulations; or
- (2) if it is specified within the relevant Final Terms that a non-exempt offer may be made in the Republic of Italy, that each Dealer may offer, sell or deliver Securities or distribute copies of any prospectus relating to such Securities, provided that such prospectus has been (i) approved in another Relevant Member State and notified to CONSOB, and (ii) completed by final terms (if applicable) expressly contemplating such non-exempt offer, in an offer of financial products to the public in the period commencing on the date of approval of such prospectus, in accordance with the Prospectus Regulation Italian Financial Services Act, CONSOB Regulation No. 11971 of 14 May 1999 ("**Regulation No. 11971**"), each as amended and supplemented from time to time, and any other applicable Italian laws and regulations; or
- (3) in any other circumstances which are exempted from the rules on public offerings pursuant to article 1 of the Prospectus Regulation, article 100 of the Italian Financial Services Act, article 34-ter of Regulation No. 11971, each as amended and supplemented from time to time and any other applicable laws and regulations.

In any event, any such offer, sale, promotion, advertisement or delivery of the Securities or distribution of copies of this Base Prospectus, any Final Terms or any other document relating to the Securities in the Republic of Italy under paragraphs (1), (2) or (3) above must be:

- (a) made by an investment firm, bank or financial intermediary - an "**authorised entity**" (*soggetto abilitato*) - permitted to conduct such activities in the Republic of Italy in accordance with the Italian Financial Services Act, the Italian Legislative Decree No. 385 of 1 September 1993 as amended and supplemented from time to time (the "**Italian Consolidated Banking Act**") and CONSOB Regulation No. 20307 of 15 February 2018, as amended and supplemented from time to time; and
- (b) in compliance with any other applicable laws and regulations or requirement or limitations imposed by CONSOB, the Bank of Italy (including, the reporting requirements, where applicable, pursuant to Article 129 of the Italian Consolidated Banking Act and the relevant implementing guidelines, as amended and supplemented from time to time) and/or any other competent authority.

Article 30 of the Italian Financial Services Act permits the promotion and placement to the public in the Republic of Italy of financial instruments in a place other than the registered office or establishments of the issuer, the offeror or the appointed person carrying out such promotion and/or placement, under certain conditions. Such activity is referred in the Italian Financial Services Act as "door-to-door selling" (*offerta fuori sede*). Pursuant to paragraph 6 of Article 30 of the Italian Financial Services Act, all door-to-door selling of financial instruments must be accompanied by a clear indication to investors that they have a right

of withdrawal from any contract entered into pursuant to door-to-door selling, exercisable within a period of seven days from the date of subscription by the investor. Within such period, contracts entered into pursuant to door-to-door selling shall not be enforceable, and investors may exercise their withdrawal right without payment of any charge or commission by contacting the offeror or appointed person with whom the subscription for Securities was placed. Failure to indicate such right of withdrawal in the relevant forms given to investors shall result in the nullity of the related contracts, which may be enforced only by the relevant customer. If so specified in the applicable Final Terms, a non-exempt offer of Securities in the Republic of Italy may be made using door-to-door selling in accordance with Article 30 of the Italian Financial Services Act during the period specified in such Final Terms. Further, if so specified in the applicable Final Terms, Securities may be offered in the Republic of Italy to investors through recorded telephone orders pursuant to applicable Italian law.

***Provisions relating to the secondary market in Republic of Italy***

Investors should also note that, in accordance with article 5 of the Prospectus Regulation and the applicable Italian laws, where no exemption from the rules on public offerings applies under paragraphs (1) and (3) above, the subsequent distribution on the secondary market in the Republic of Italy of the Securities must be made in compliance with the rules on the offer of securities to be made to the public provided under the Prospectus Regulation and the applicable Italian laws. Failure to comply with such rules may result, *inter alia*, in the sale of such Securities being declared null and void and in the liability of the intermediary transferring the Securities for any damages suffered by the investors.

***Spain***

Neither the Securities nor this Base Prospectus have been approved or registered with the Spanish Securities Markets Commission (*Comisión Nacional del Mercado de Valores*). Accordingly, the Securities may not be offered, distributed, sold or re-sold in Spain except in compliance with the requirements set out in Law 6/2023, of 17 March, on the Securities Market and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*) as amended from time to time (the "**Spanish Securities Market Law**") and Royal Decree 814/2023 of 8 November on financial instruments, admission to trading, registration of negotiable securities and market infrastructures, which develops the Spanish Securities Market Law (*Real Decreto 814/2023, de 8 de noviembre, sobre instrumentos financieros, admisión a negociación, registro de valores negociables e infraestructuras de mercado*), and supplemental rules enacted thereunder or in substitution thereof from time to time. Once the Base Prospectus has been passported into Spain, any offer of the Securities in Spain made pursuant to such passported Base Prospectus shall be addressed only, and offer material will be solely made available, to those investors to which the offer is addressed according to the referred Spanish Securities Market Law and Royal Decree 814/2023 of 8 November and any other terms and conditions that may apply to the passporting of the Base Prospectus into Spain.

***The Netherlands***

A. Applicable to all Securities

Each Dealer represents and agrees that the Securities (or any interest therein) may not, directly or indirectly, be offered, sold, pledged, delivered or transferred in The Netherlands, on their issue date or at any time thereafter and neither the Base Prospectus nor any other document in relation to any offering of the Securities (or any interest therein) may be distributed or circulated in The Netherlands other than to qualified investors ("**QIs**") (*gekwalficeerde beleggers*) within the meaning of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and provided that these parties acquire the relevant Securities for their own account or that of another QI.

B. Specific to Zero Coupon Notes

Notes which qualify as savings certificates as defined in the Savings Certificates Act (*Wet inzake spaarbewijzen*) ("**SCA**") may only be transferred or accepted through the mediation of either the Issuer or an admitted institution of Euronext Amsterdam N.V. with due compliance with the SCA and its implementing regulations, provided that no mediation is required in respect of:

- (a) the initial issue of those Notes to the first holders thereof;

- (b) any transfer and delivery by individuals who do not act in the conduct of a profession or trade; and
- (c) the issue and trading of those Notes, if they are physically issued outside The Netherlands and are not distributed in The Netherlands in the course of primary trading or immediately thereafter.

Accordingly, each Dealer has represented and agreed that it (i) has mentioned and shall mention the relevant selling restriction on all offers, offer advertisements, publications and other documents or advertisements in which such an offer of the Notes is made or such a forthcoming offer is announced (whether electronically or otherwise) and (ii) shall not offer, sell or transfer or cause the Notes in definitive form and other Notes in definitive form on which interest does not become due and payable during their term but only at maturity, to be offered, sold or transferred directly or indirectly, within, from or into The Netherlands, except in conformity with the requirements of the SCA.

### ***The Grand Duchy of Luxembourg***

In relation to the Grand Duchy of Luxembourg ("**Luxembourg**"), which has implemented the Prospectus Regulation by the Luxembourg act dated 16 July 2019 relating to prospectuses for securities (the "**Prospectus Act 2019**"), each Dealer represents and agrees, and each further Dealer appointed under the Programme and each other Dealer will be required to represent and agree, that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms to the public in Luxembourg, except that it may make an offer of such Securities to the public in Luxembourg:

- (a) if the Final Terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to article 1(4) of the Prospectus Regulation (a "**Non-exempt Offer**"), following the date of publication of the Base Prospectus in relation to such Notes which has been approved by the *Commission de surveillance du secteur financier* (the "**CSSF**"), as competent authority in Luxembourg or, where appropriate, approved in another Member State of the European Economic Area which has implemented the Prospectus Regulation and notified to the CSSF, provided that the Base Prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in the Base Prospectus or the Final Terms, as applicable;
- (b) at any time, to legal entities which are qualified investors as defined in the Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons per Member State (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer, or
- (d) at any time, in any other circumstances falling within article 1(4) of the Prospectus Regulation,

provided that no such offer of Securities referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to article 1(4) of the Prospectus Regulation or supplement a prospectus pursuant to article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Securities to the public**" in relation to any Securities in the Grand Duchy of Luxembourg means the communication in any form by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe to these Securities.

### ***Czech Republic***

The Base Prospectus has not been and will not be approved by the Czech National Bank. No action has been taken in the Czech Republic (including the obtaining of the prospectus approval from the Czech National Bank and the admission to trading on a regulated market (as defined in section 55(1) of the Act of the Czech Republic No. 256/2004 Coll., on Conducting Business in the Capital Market, as amended (the "**Capital Market Act**")) for the purposes of any Securities to qualify as securities admitted to trading on the regulated market in the Czech Republic within the meaning of the Capital Market Act.

No offers or sales of any Securities may be made in the Czech Republic through a public offering (*veřejná nabídka*), except in compliance with the Prospectus Regulation and the Capital Market Act. Public offering means, subject to several exemptions set out in the Prospectus Regulation and the Capital Market Act, a communication to persons in any form and by any means, presenting sufficient information on the terms of the offer and the securities to be offered, so as to enable an investor to decide to purchase or subscribe for those securities.

All applicable provisions of the Capital Market Act, the Act of the Czech Republic No. 21/1992 Coll., on Banks, as amended, the Act of the Czech Republic No. 240/2013 Coll., on Management Companies and Investment Funds, as amended or any other applicable laws of the Czech Republic in respect of the Securities and its offering in the Czech Republic have been complied with.

### **Belgium**

Other than in respect of Securities for which "Prohibition of Sales to Belgian Consumers" is specified as "Not applicable" in the applicable Final Terms, an offering of Securities may not be advertised to any individual in Belgium qualifying as a consumer (*consumenten/consommateurs*) within the meaning of Article I.1, 2° of the Belgian Code of Economic Law (*Wetboek economisch recht/Code de droit économique*), as amended from time to time (a "**Belgian Consumer**") and Securities may not be offered, sold or resold, transferred or delivered, and no prospectus, memorandum, information circular, brochure or any similar documents in relation to the Securities may be distributed, directly or indirectly, to any Belgian Consumer.

This Base Prospectus has not been, and it is not expected that it will be, submitted for approval to the Belgian Financial Services and Markets Authority (*Autoriteit voor Financiële Diensten en Markten / Autorité des Services et Marchés Financiers*) (the "**Belgian FSMA**") as a prospectus relating to Securities with a maturity of less than 12 months qualifying as money market instruments within the meaning of the Prospectus Regulation and the Belgian Prospectus Law (as defined below). Accordingly, no action will be taken by the Issuer or any Dealer in connection with the issue of Securities that would require the publication of a prospectus pursuant to the Belgian law of 11 July 2018 on the offering of investment instruments to the public and the admission of investment instruments to trading on a regulated market (the "**Belgian Prospectus Law**").

In the case of Fund Linked Securities, if the relevant underlying funds are not registered in Belgium with the Belgian FSMA in accordance with the Belgian law of 3 August 2012 on the collective investment undertakings satisfying the conditions set out in Directive 2009/65/EC and undertakings for investment in receivables, as amended or replaced from time to time or the Belgian law of 19 April 2014 on alternative collective investment undertakings and their managers, as amended or replaced from time to time, as applicable, such Fund Linked Securities cannot be offered in Belgium unless (i) such Securities are cash settled or (ii) if the relevant underlying fund is a UCITS within the meaning of Directive 2009/65/EC or an alternative investment fund within the meaning of the AIFMD, such Securities are offered to qualified investors only or to fewer than 150 natural or legal persons (other than qualified investors).

The Securities shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with Article 4 of the Belgian Law of 14 December 2005 on the abolition of securities in bearer form.

### **General**

Each Dealer has agreed, and each further Dealer appointed under the Programme and each other Dealer will be required to agree, that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Securities or possesses or distributes the Base Prospectus or any offering material and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Securities under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuer, the Guarantor (if applicable) nor any other Dealer shall have any responsibility therefor.

## SUBSCRIPTION, SALE AND TRANSFER RESTRICTIONS

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None of the Issuer, the Guarantor (if applicable) or any of the Dealers represents that Securities may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Series (and/or Tranche, as the case may be), the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms and relevant syndication agreement (if applicable).



**GENERAL INFORMATION****Authorisation**

The publication of this Base Prospectus has been approved by a resolution of the Board of the Issuer on 19 September 2024.

**Listing, Approval and Admission to Trading on the Luxembourg Stock Exchange**

Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for Securities issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**"). In the case of any non-exempt offer of Securities in respect of which application is not made to have such Securities admitted to trading on the Luxembourg Stock Exchange, details of any stock exchange in respect of which an application has or will be made to have such Securities admitted to trading will be included in Part B, paragraph 1 of the relevant Final Terms.

**Availability of Documents**

Copies of the following documents will, be available for inspection during normal business hours at the specified office of the Issuing and Paying Agent and the Principal Warrant and Certificate Agent:

- (a) copies of the Articles of the Issuer;
- (b) the Master Trust Terms (which includes, *inter alia*, the forms of the global Notes (including Registered Global Notes), the forms of the Global Warrants (including Registered Global Warrants), the forms of the Global Certificates (including Registered Global Certificates) Receipts, Coupons and Talons, Notes in definitive form);
- (c) a copy of this Base Prospectus;
- (d) the Dealer Agreement and the Agency Agreement; and any applicable Related Agreements;
- (e) any future prospectuses, information memoranda and supplements including the Final Terms and any applicable Related Agreements (save that Final Terms and any applicable Related Agreements relating to Private Placement Notes, Private Placement Warrants and Private Placement Certificates will only be available for inspection by a holder of such Note, Warrant or Certificate respectively and such holder must produce evidence satisfactory to the Issuer or Paying Agent as to its holding of such Notes, Warrants or Certificates and identity) to this Base Prospectus and any other documents incorporated herein or therein by reference;
- (f) copies of the *Statuts* of BNP Paribas (with English translation thereof); and
- (g) copies of any Guarantees.

Copies of the documents listed in paragraphs (a) to (c) will be available on the following website: <https://securasset.lu/>. This Base Prospectus will be available for a period of ten years following the date of approval of this Base Prospectus. Copies of the documents which are incorporated by reference into this Base Prospectus are available on the websites set out in the section of this Base Prospectus entitled "*Documents Incorporated By Reference*". Copies of the *Statuts* of the Guarantor will be available on the following website: <https://invest.bnpparibas/document/statuts-5> with the English translation thereof available on <https://invest.bnpparibas/en/document/articles-of-association-5>. Where a Guarantee is entered into in connection with an issue of Securities, material contracts and other documents relating to the Guarantee will be available on the following website: <https://securasset.lu/>.

In addition, this Base Prospectus, documents incorporated by reference herein and any Final Terms relating to Securities admitted to trading on the Luxembourg Stock Exchange's regulated market as aforementioned will be published on the internet site of the Luxembourg Stock Exchange at [www.luxse.com](http://www.luxse.com).

Investors should consult the Issuer should they require a copy of the ISDA Definitions and/or the FBF Agreement.

### **No Material Adverse Change**

#### *Issuer*

There has been no material adverse change in the prospects of the Issuer since 31 December 2023 (being the end of the latest financial year for which audited financial information has been published).

#### *BNPP*

There has been no material adverse change in the prospects of BNPP or the BNP Paribas Group since 31 December 2023 (being the end of the last financial period for which audited financial statements have been published).

### **No Significant Change**

#### *Issuer*

There has been no significant change in the financial or trading position of the Issuer since 30 June 2024 (being the end of the last financial period for which interim financial statements have been published).

#### *BNPP*

There has been no significant change in the financial performance or position of BNPP or the BNP Paribas Group since 30 June 2024 (being the end of the last financial period for which interim financial statements have been published).

### **Litigation**

#### *Issuer*

There have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during the period covering at least the 12 months prior to the date of this Base Prospectus which may have, or have had in the recent past, significant effects on the Issuer's financial position or profitability.

#### *BNPP*

Save as disclosed on pages 308 and 309 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English), 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 Prospectus which may have, or have had in the recent past, significant effects on BNPP's and/or the BNP Paribas Group's financial position or profitability.

### **Clearing Systems**

#### *Securities in Euroclear/Clearstream*

The Securities have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and ISIN for each Series (and/or Tranche, as the case may be) of Securities allocated by Clearstream, Luxembourg will be contained in the applicable Final Terms.

The address of Euroclear is 1, boulevard du Roi Albert II, B-1210, Brussels, Belgium; the address of Clearstream, Luxembourg is 42, avenue J F Kennedy, L-1855, Luxembourg.

**Conditions for determining price**

The price and amount of Securities to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

**Auditors***Issuer*

The auditors of the Issuer are PricewaterhouseCoopers. The auditors of the Issuer have no material interest in the Issuer.

*BNPP*

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

Deloitte & Associés was re-appointed as Statutory Auditor at the Annual General Meeting of 24 May 2018 for a six-year period expiring at the close of the Annual General Meeting called in 2024 to approve the financial statements for the year ending 31 December 2023. The Annual General Meeting held on 14 May 2024 reappointed Deloitte & Associés for a six-year period as from 1 January 2024. The firm was first appointed at the Annual General Meeting of 23 May 2006.

Deloitte & Associés is represented by Laurence Dubois.

Deputy:

Société BEAS, 6 place de la Pyramide, 92908 Paris-La Défense (92), France, SIREN No. 315 172 445, Nanterre trade and companies register.

PricewaterhouseCoopers Audit was re-appointed as Statutory Auditor at the Annual General Meeting of 24 May 2018 for a six-year period expiring at the close of the Annual General Meeting called in 2024 to approve the financial statements for the year ending 31 December 2023. The firm was first appointed at the Annual General Meeting of 26 May 1994.

PricewaterhouseCoopers Audit is represented by Patrice Morot.

Deputy:

Jean-Baptiste Deschryver, 63, Rue de Villiers, Neuilly-sur-Seine (92), France.

Mazars was re-appointed as Statutory Auditor at the Annual General Meeting of 24 May 2018 for a six-year period expiring at the close of the Annual General Meeting called in 2024 to approve the financial statements for the year ending 31 December 2023. The firm was first appointed at the Annual General Meeting of 23 May 2000.

Mazars is represented by Virginie Chauvin.

Deputy:

Charles de Boisriou, 61, rue Henri Regnault, Courbevoie (92), France.

PricewaterhouseCoopers and Mazars have not been reappointed as Statutory Auditors at the Annual General Meeting of 14 May 2024.

The Annual General Meeting held on 14 May 2024 appointed Ernst & Young et Autres for a six-year period as from 1 January 2024. Ernst & Young et Autres is represented by Olivier Drion.

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

The BNP Paribas Group divides the audit committee responsibility to review the annual consolidated financial statements of BNPP between a Financial Statements Committee and an Internal Control, Risk Management and Compliance Committee. Please refer to pages 57 to 61 of the BNPP 2022 Universal Registration Document (in English) (which is incorporated by reference into the Base Prospectus) for further details.

### **Board of Directors**

The members of the Board of Directors of BNPP are displayed on pages 35 to 50 of the BNPP 2023 Universal Registration Document (in English), pages 81 and 84 of the First Amendment to the BNPP 2023 Universal Registration Document (in English) and pages 303 and 304 of the Second Amendment to the BNPP 2023 Universal Registration Document (in English) which is incorporated by reference herein.

### **Post issuance information**

The Issuer will not provide any post-issuance information, except if required by any applicable laws and regulations.

### **Information sourced from a third party**

Where information in this Base Prospectus has been sourced from third parties, this information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used. Any websites included in the Base Prospectus are for information purposes only and do not form part of this Base Prospectus and has not been scrutinised or approved by CSSF.

### **Potential Conflicts of Interest**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer, the Guarantor (if applicable) and their affiliates in the ordinary course of business.

### **Benchmarks Regulation**

Amounts payable under the Securities may be calculated by reference to one or more "benchmarks" for the purposes of the EU Benchmarks Regulation. In the case of such Securities, a statement will be included in the applicable Final Terms as to whether or not the relevant administrator of the "benchmark" is included in ESMA's register of administrators under Article 36 of the EU Benchmarks Regulation. In particular:

- (a) the Euro Interbank Offered Rate is provided by the European Money Markets Institute ("**EMMI**"), and as at the date of this Base Prospectus, EMMI appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the EU Benchmarks Regulation;
- (b) the Euro Short Term Rate is provided by the European Central Bank ("**ECB**"), and as at the date of this Base Prospectus, the ECB does not appear on the register of administrators and benchmarks established and maintained by the ESMA pursuant to Article 36 of the EU Benchmarks Regulation. As far as the Issuer is aware, the ECB is not subject to the EU Benchmarks Regulation as Article 2 (2.a) of the EU Benchmarks Regulation specifies that the regulation shall not apply to a central bank;
- (c) the Swiss Average Rate Overnight (SARON) is provided by SIX Index AG ("**SIX**"), and as at the date of this Base Prospectus, SIX appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the EU Benchmarks Regulation;
- (d) the Secured Overnight Financing Rate is provided by the Federal Reserve Bank of New York and as at the date of this Base Prospectus, the Federal Reserve Bank of New York does not appear on the register of administrators and benchmarks established and maintained by the ESMA pursuant to Article 36 of the EU Benchmarks Regulation. As far as the Issuer is aware, the transitional provisions in Article 51 of the EU Benchmarks Regulation apply;

- (e) the Sterling Overnight Index Average is provided by the Bank of England and as at the date of this Base Prospectus, the Bank of England does not appear on the register of administrators and benchmarks established and maintained by the ESMA pursuant to Article 36 of the EU Benchmarks Regulation. As far as the Issuer is aware, the Bank of England is not subject to the EU Benchmarks Regulation as Article 2 (2.a) of the EU Benchmarks Regulation specifies that the regulation shall not apply to a central bank;
- (f) the Stockholm Interbank Offered Rate is provided by The Swedish Financial Benchmark Facility AB and, as the date of this Base Prospectus, The Financial Benchmark Facility AB does not appear on the register of administrators and benchmarks established and maintained by the ESMA pursuant to Article 36 of the EU Benchmarks Regulation. As far as the Issuer is aware, the transitional provisions in Article 51 of the EU Benchmarks Regulation apply; and
- (g) the Tokyo Overnight Average Rate is provided by the Bank of Japan ("**BoJ**") and as at the date of this Base Prospectus, the BoJ does not appear on the register of administrators and benchmarks established and maintained by the ESMA pursuant to Article 36 of the EU Benchmarks Regulation. As far as the Issuer is aware, the BoJ is not subject to the EU Benchmarks Regulation as Article 2 (2.a) of the EU Benchmarks Regulation specifies that the regulation shall not apply to a central bank.

### Credit Ratings of the Guarantor

BNPP's long-term credit ratings are A+ with a stable outlook (S&P Global Ratings Europe Limited ("**Standard & Poor's**")), Aa3 with a stable outlook (Moody's Deutschland GmbH ("**Moody's**")), AA- with a stable outlook (Fitch Ratings Ireland Limited ("**Fitch**")) (which is the long-term rating assigned to BNPP's senior preferred debt by Fitch) and AA (low) with a stable outlook (DBRS Rating GmbH ("**DBRS Morningstar**")) and BNPP's short-term credit ratings are A-1 (Standard & Poor's), P-1 (Moody's), F1+ (Fitch) and R-1 (middle) (DBRS Morningstar). Each of Standard & Poor's, Fitch and DBRS Morningstar 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, Fitch, DBRS Morningstar and Moody's France is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the CRA Regulation. None of Standard & Poor's, Moody's, Fitch or DBRS Morningstar are established in the United Kingdom and have not applied for registration under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**"). To the extent that the ratings issued by Standard & Poor's, Moody's, Fitch and DBRS Morningstar have been endorsed by a credit rating agency that is established in the United Kingdom and registered under the UK CRA Regulation the ratings issued by Standard & Poor's, Moody's, Fitch and DBRS Morningstar may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.

According to Standard & Poor's definitions, an obligation rated "A" is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitments on the obligation is still strong. The addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. According to Moody's' definitions, obligations rated "Aa" by Moody's are judged to be of high quality and are subject to very low credit risk. The modifier 3 indicates a ranking in the lower end of that generic rating category. According to Fitch's definitions, "AA" ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events. The modifier "-" is appended to indicate relative differences of probability of default or recovery for issues. According to the DBRS Morningstar's definitions, an AA rating indicates superior credit quality. The capacity for the payment of financial obligations is considered high and credit quality differs from AAA only to a small degree. The Guarantor is unlikely to be significantly vulnerable to future events. All rating categories other than AAA and D also contain subcategories "(high)" and "(low)". 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.

**Overview of parties**

<b>Party</b>	<b>Role and other information</b>
SecurAsset S.A.	It is the Issuer. Its shares are held by Stichting AssetSecur.
BNP Paribas Financial Markets S.N.C.	It is the Arranger and it may act as a Dealer and/or Swap Counterparty. It is a wholly owned subsidiary of BNP Paribas
BNP Paribas, Succursale de Luxembourg	<p>It may act as Issuing and Paying Agent, Principal Warrant and Certificate Agent, Registrar, Transfer Agent, Cash Manager, Account Bank and Custodian. As Issuing and Paying Agent (in respect of Notes) and Principal Warrant and Certificate Agent (in respect of Certificates and Warrants) it administers the issue of Securities and payments to Euroclear and Clearstream, Luxembourg. As Transfer Agent and Registrar, it administers the transfer of Registered Notes, Registered Warrants and Registered Certificates and as Registrar it maintains the register of holders of Registered Notes, Registered Warrants and Registered Certificates. As Cash Manager it gives instructions to the Account Bank to, inter alia, deposit amounts received from the Charged Assets into the Compartment Account and to make payments from the Compartment Account which the Issuer is obliged to make under the Related Agreements and under the relevant Securities. As Custodian, where the Compartment Assets consist of securities, it holds the securities on behalf of the Issuer. As Account Bank, it holds cash in the Compartment Account on behalf of the Issuer. It is a branch of BNP Paribas.</p> <p>BNP Paribas, Succursale de Luxembourg, being part of a financial group providing client services with a worldwide network covering different time zones, may entrust parts of its operational processes to other BNP Paribas Group entities and/or third parties, whilst keeping ultimate accountability and responsibility in Luxembourg.</p> <p>Further information on the international operating model of BNP Paribas, Succursale de Luxembourg, may be provided upon request.</p>
BNP Paribas	It may act as Swap Counterparty, a Dealer and as a Guarantor.
BNP Paribas Trust Corporation UK Limited	It acts as Trustee in respect of the relevant series of Securities on the terms of a trust deed. It is a subsidiary of BNP Paribas.

**ISSUER**

**SecurAsset S.A.**  
20, rue de la Poste  
Luxembourg L-2346

**ARRANGER AND CALCULATION AGENT**

**BNP Paribas Financial Markets S.N.C.**

20 boulevard Italiens  
75009 Paris  
France

**DEALER**

**BNP Paribas**

16 boulevard des Italiens  
75009 Paris  
France

**TRUSTEE**

**BNP Paribas Trust Corporation UK Limited**

10 Harewood Avenue  
London NW1 6AA

**ISSUING AND PAYING AGENT, LISTING AGENT, REGISTRAR, TRANSFER AGENT,  
PRINCIPAL WARRANT AND CERTIFICATE AGENT AND CUSTODIAN**

**BNP Paribas, Succursale de Luxembourg**

60, avenue J.F. Kennedy  
L-1855 Luxembourg

**LEGAL ADVISERS**

*To the Arranger as to English Law*

**Hogan Lovells International LLP**

Atlantic House  
Holborn Viaduct  
London EC1A 2FG

*To the Issuer as to Luxembourg Law*

**Bonn Steichen & Partners**

11, rue du Château d'Eau  
L-3364 Leudelange, Luxembourg