

3 SEPTEMBER 2019

PROSPECTUS SUPPLEMENT

SUPPLEMENT 1/2019



BARCLAYS BANK PLC
(Incorporated with limited liability in England and Wales)

Pursuant to the Global Structured Securities Programme

This prospectus supplement dated 3 September 2019 (the "**Prospectus Supplement**") is supplemental to, and must be read in conjunction with, GSSP Base Prospectus 9 dated 19 July 2019 ("**Base Prospectus 9**") as prepared by Barclays Bank PLC in its capacity as issuer (the "**Issuer**") in respect of its Global Structured Securities Programme (the "**Programme**"). This Prospectus Supplement constitutes a base prospectus supplement in respect of Base Prospectus 9 for the purposes of Directive 2003/71/EC (and amendments thereto), as implemented in Ireland by the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended by the Prospectus (Directive 2003/71/EC) Amending Regulations 2012, the "**Irish Prospectus Regulations**").

Terms defined in Base Prospectus 9 shall, unless the context otherwise requires, have the same meanings when used in this Prospectus Supplement.

The purpose of this Prospectus Supplement is to:

- (i) update and amend certain information in each of the "Summary", "Risk Factors", "Information Incorporated by Reference" and "General Information" sections in Base Prospectus 9 following the release of the 2019 Interim Results Announcement (as defined in the section "Information Incorporated by Reference" below);
- (ii) update and amend certain provisions of the "Terms and Conditions of the Securities" section in Base Prospectus 9 in relation to Fund Linked Securities; and
- (iii) update and amend certain information in the "Summary" section and certain provisions of the "Terms and Conditions of the Securities" section in Base Prospectus 9 in relation to the "Twin Win" and "Ladder Call" pay-outs.

A) SUMMARY

The section entitled "Summary" on pages 12 to 80 of Base Prospectus 9 shall be amended by:

- (i) deleting the information appearing in the third column of Element B.12 on page 14 of Base Prospectus 9 in its entirety and replacing it with the following:

"Based on the Bank Group's audited financial information for the year ended 31 December 2018, the Bank Group had total assets of £877,700 million (2017: £1,129,343 million), total net loans and advances of £136,959 million (2017: £324,590 million), total deposits of £199,337 million (2017: £399,189 million), and total equity of £47,711 million (2017: £65,734 million) (including non-controlling interests of £2 million (2017: £1 million)). The profit before tax of the Bank Group for the year ended 31 December 2018 was £1,286 million (2017: £1,758 million) after credit impairment charges and other provisions of £643 million (2017: £1,553

million). The financial information in this paragraph is extracted from the audited consolidated financial statements of the Issuer for the year ended 31 December 2018.

Based on the Bank Group's unaudited financial information for the six months ended 30 June 2019, the Bank Group had total assets of £969,266 million, total net loans and advances of £144,664 million, total deposits of £215,125 million, and total equity of £52,610 million (including non-controlling interests of £0 million). The profit before tax of the Bank Group for the six months ended 30 June 2019 was £1,725 million (30 June 2018: £725 million) after credit impairment charges and other provisions of £510 million (30 June 2018: £156 million). The financial information in this paragraph is extracted from the unaudited condensed consolidated interim financial statements of the Issuer for the six months ended 30 June 2019.

Not Applicable: there has been no significant change in the financial or trading position of the Bank Group since 30 June 2019.

There has been no material adverse change in the prospects of the Issuer since 31 December 2018."

- (ii) deleting the information appearing after the words "[Insert if Final Settlement type is Twin Win]" under the heading "D – Final Settlement" in the third column of Element C.15 on pages 58 and 59 of Base Prospectus 9 in its entirety and replacing it with the following:

"[The Final Cash Settlement Amount is calculated as follows:

- (i) if the Final Performance is greater than or equal to the Strike Price Percentage ("**SPP**") (being [●]), the Calculation Amount multiplied by the sum of (a) the Protection Level (the "**Protection Level**") (being [●]), and (b) [Insert if Upside Cap is applicable][the lesser of (1) the Upside Cap (being [●]) and (2)] the greater of (I) the Upside Floor ("**Upside Floor**" or "**UF**") (being [●]) and (II) (A) the Upside Participation ("**Upside Participation**" or "**UP**") (being [●]) multiplied by (B) the amount equal to the Final Performance minus the Strike Price Percentage ("**SPP**") (being [●]);
- (ii) if the Final Performance is less than SPP and Knock-out Trigger Event is specified to be applicable and a Short Downside Event has not occurred, then:
 - (A) if [Insert where Knock-out Barrier Type is American][a Knock-out Trigger Event has occurred] [Insert where Knock-out Barrier Type is European][the Final Performance is less than the Knock-out Barrier Percentage (being [●])], the Protection Level multiplied by the Calculation Amount; or
 - (B) if [Insert where Knock-out Barrier Type is American][a Knock-out Trigger Event has not occurred] [Insert where Knock-out Barrier Type is European][the Final Performance is greater than or equal to the Knock-out Barrier Percentage (being [●])], the Calculation Amount multiplied by the sum of (a) the Protection Level, and (b) [Insert if Downside Cap is applicable][the lesser of (1) the Downside Cap (being [●]) and (2)] the greater of (I) the Downside Floor ("**Downside Floor**" or "**DF**") (being [●]) and (II) (A) the Downside Participation ("**Downside Participation**" or "**DP**") (being [●]) multiplied by (B) the amount equal to the Strike Price Percentage ("**SPP**") (being [●]) minus the Final Performance;
- (iii) if the Final Performance is less than SPP and Knock-out Trigger Event is specified to be not applicable and a Short Downside Event has not occurred, the Calculation Amount multiplied by the sum of (a) the Protection Level, and (b)

[Insert if Downside Cap is applicable][the lesser of (1) the Downside Cap (being [●]) and (2)] the greater of (I) the Downside Floor and (II) (A) the Downside Participation multiplied by (B) the amount equal to SPP minus the Final Performance;

(iv) if Short Downside is specified to be applicable and either:

(A) if (I) Knock-in Trigger Event is specified to be applicable and (II) if [Insert where Knock-in Barrier Type is American][a Knock-in Trigger Event has occurred] [Insert where Knock-in Barrier Type is European][the Final Performance is less than the Knock-in Barrier Percentage (being [●])], and (III) if Final Performance is less than Downside Strike Price Percentage ("**DSPP**") (being [●]); or

(B) if Knock-in Trigger Event is specified to be not applicable and if Final Performance is less than Downside Strike Price Percentage;

(in such case, a "**Short Downside Event**" shall be deemed to have occurred), an amount equal to the Calculation Amount multiplied by the greater of (a) the Short Downside Floor ("**SDF**") (being [●]) and (b) (I) the Protection Level minus (II) (A) the Short Downside Participation (being [●]) multiplied by (B) the amount equal to the Downside Strike Price Percentage minus the Final Performance.]"

(iii) deleting the information appearing after the words "[Insert if Final Settlement type is Ladder Call]" under the heading "D – Final Settlement" in the third column of Element C.15 on pages 59 and 61 of Base Prospectus 9 in its entirety and replacing it with the following:

"[The Final Cash Settlement Amount is calculated as follows as the sum of:

(i) (A) if a Ladder Trigger Event has occurred, the Calculation Amount multiplied by [Insert if Cap_(Settlement) is applicable][the lesser of (1) the Cap_(Settlement) (being [●]) and (2)] the greater of (I) the Final Performance minus the Strike Price Percentage ("**SPP**") (being [●]) and (II) the Ladder Payoff; or

(B) if a Ladder Trigger Event has not occurred, the Calculation Amount multiplied by [Insert if Cap_(Settlement) is applicable][the lesser of (1) the Cap_(Settlement) (being [●]) and (2)] the greater of (I) the Final Performance minus SPP and (II) zero;

PLUS

[Insert if Knock-in Trigger Event is not applicable]

[(ii) if the Downside Final Performance is less than SPP and:

(A) if a Ladder Trigger Event has occurred and 'Ladder Trigger Event Downside Deactivation' is specified to be 'Applicable', the Protection Level multiplied by the Calculation Amount; or

(B) if either (I) a Ladder Trigger Event has occurred and 'Ladder Trigger Event Downside Deactivation' is specified to be 'Not Applicable', or (II) a Ladder Trigger Event has not occurred, the Calculation Amount multiplied by the greater of (1) the Downside Floor (being [●]) and (2) the Protection Level minus the product of (I) the Downside Participation (being [●]) and (II) SPP minus the Downside Final Performance; or]

[Insert if Knock-in Trigger Event is applicable]

[(ii) if the Downside Final Performance is less than SPP and:

- (A) if a Ladder Trigger Event has occurred and 'Ladder Trigger Event Downside Deactivation' is specified to be 'Applicable', the Protection Level multiplied by the Calculation Amount; or
- (B) if either (I) a Ladder Trigger Event has occurred and 'Ladder Trigger Event Downside Deactivation' is specified to be 'Not Applicable', or (II) a Ladder Trigger Event has not occurred, and (in each case):
 - (a) if *[Insert where Knock-in Barrier Type is American]* [a Knock-in Trigger Event has occurred] *[Insert where Knock-in Barrier Type is European]* [the Downside Final Performance is less than the Knock-in Barrier Percentage (being [●])],

the Calculation Amount multiplied by the greater of (1) the Downside Floor (being [●]) and (2) the Protection Level minus the product of (I) Downside Participation (being [●]) and (II) SPP minus the Downside Final Performance.
 - (b) otherwise, the Protection Level multiplied by the Calculation Amount; or]

OR

- (iii) otherwise, if the Downside Final Performance is greater than or equal to SPP, the Protection Level multiplied by the Calculation Amount.

Where:

"Knock-in Trigger Event" means the Knock-in Trigger Event (as defined below) in respect of the relevant Downside Underlying Performance Type (Settlement) and (as applicable) the relevant Downside Underlying Asset(s).

"Ladder Barrier Observation Date" means [●] [and [●]], subject to adjustment.

"Ladder Barrier Percentage(i)" means, where i=1, [●], where i=2, [●] [Insert for each value of i].

"Ladder Payoff" means the highest Recorded Ladder Performance calculated in respect of each Ladder Barrier Observation Date.

"Ladder Percentage(i)" means, where i=1, [●], where i=2, [●] [Insert for each value of i].

"Ladder Performance" means, in respect of a Ladder Barrier Observation Date and a Ladder Barrier Percentage(i), if the Performance is greater than or equal to the Ladder Barrier Percentage(i), Ladder Percentage(i); otherwise zero.

"Ladder Trigger Event" shall be deemed to have occurred if the Performance in respect of any Ladder Barrier Observation Date is at or above any Ladder Barrier Percentage(i).

"Recorded Ladder Performance" means, in respect of a Ladder Barrier Observation Date, the highest Ladder Performance.]"

B) RISK FACTORS

The section entitled "Risk Factors" on pages 81 to 132 of Base Prospectus 9 shall be amended by deleting the information appearing in Risk Factor 3 (*Regulatory action in the event a bank or investment firm in the Group (such as the Issuer) is failing or likely to fail could materially adversely affect the value of the Securities*) on pages 83 to 86 of Base Prospectus 9 in its entirety and replacing it with the following:

"Regulatory action in the event a bank or investment firm in the Bank Group is failing or likely to fail could materially adversely affect the value of the Securities

The Issuer and the Bank Group are subject to substantial resolution powers

Under the Banking Act 2009, as amended (the "**Banking Act**") (which implemented in the UK the majority of the requirements of Directive 2014/59/EU of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms of 15 May 2014, as amended (the "**BRRD**")), substantial powers are granted to the Bank of England (or, in certain circumstances, HM Treasury), in consultation with the PRA, the FCA and HM Treasury, as appropriate as part of a special resolution regime (the "**SRR**"). These powers enable the relevant UK resolution authority to implement various resolution measures and stabilisation options (including, but not limited to, the bail-in tool, described below) with respect to a UK bank or investment firm (currently including the Issuer) and certain of its affiliates (each a "**relevant entity**") in circumstances in which the relevant UK resolution authority is satisfied that the resolution conditions are met. Such conditions include that a relevant entity is failing or is likely to fail to satisfy the FSMA threshold conditions for authorisation to carry on certain regulated activities (within the meaning of section 55B of the FSMA) or, in the case of a UK banking group company that is an EEA or third country institution or investment firm, that the relevant EEA or third country relevant authority is satisfied that the resolution conditions are met in respect of such entity.

The SRR consists of five stabilisation options:

- (a) private sector transfer of all or part of the business or shares of the relevant entity;
- (b) transfer of all or part of the business of the relevant entity to a "bridge institution" established by the Bank of England;
- (c) transfer to an asset management vehicle wholly or partly owned by HM Treasury or the Bank of England;
- (d) the bail-in tool (as described below); and
- (e) temporary public ownership (nationalisation).

The Banking Act also provides for additional insolvency and administration procedures for relevant entities and for certain ancillary powers, such as the power to modify contractual arrangements in certain circumstances (which could include a variation of the terms of the Securities), powers to impose temporary suspension of payments, powers to suspend enforcement or termination rights that might be invoked as a result of the exercise of the resolution powers and powers for the relevant UK resolution authority to disapply or modify laws in the UK (with possible retrospective effect) to enable the powers under the Banking Act to be used effectively.

You should assume that, in a resolution situation, financial public support will only be available to a relevant entity as a last resort after the relevant UK resolution authorities have assessed and used, to the maximum extent practicable, the resolution tools, including the bail-in tool (as described below).

The exercise of any resolution power or any suggestion of any such exercise could materially adversely affect the value of any Securities and could lead to you losing some or all of the value of your investment in the Securities.

Resolution powers triggered prior to insolvency may not be anticipated and you may have only limited rights to challenge them

The resolution powers conferred by the SRR are intended to be used prior to the point at which any insolvency proceedings with respect to the relevant entity could have been initiated. The purpose of the resolution powers is to address the situation where all or part of a business of a relevant entity has encountered, or is likely to encounter, financial difficulties, giving rise to wider public interest concerns.

Although the Banking Act provides specific conditions to the exercise of any resolution powers and, furthermore, the European Banking Authority's guidelines published in May 2015 set out the objective elements for the resolution authorities to apply in determining whether an institution is failing or likely to fail, it is uncertain how the relevant UK resolution authority would assess such conditions in any particular pre-insolvency scenario affecting the Issuer and/or other members of the Bank Group and in deciding whether to exercise a resolution power.

The relevant UK resolution authority is also not required to provide any advance notice to you of its decision to exercise any resolution power. Therefore, you may not be able to anticipate a potential exercise of any such powers nor the potential effect of any exercise of such powers on the Issuer, the Bank Group and the Securities.

Furthermore, holders of the Securities may have only very limited rights to challenge and/or seek a suspension of any decision of the relevant UK resolution authority to exercise its resolution powers (including the bail-in tool) or to have that decision reviewed by a judicial or administrative process or otherwise.

The relevant UK resolution authority may exercise the bail-in tool in respect of the Issuer and the Securities, which may result in you losing some or all of your investment

Where the relevant statutory conditions for use of the bail-in tool have been met, the relevant UK resolution authority would be expected to exercise these powers without your consent. Subject to certain exemptions set out in the Banking Act (including secured liabilities, bank deposits guaranteed under an EU member state's deposit guarantee scheme, liabilities arising by virtue of the holding of client money, liabilities to other non-group banks or investment firms that have an original maturity of fewer than seven days and certain other exceptions), it is intended that all liabilities of institutions and/or their EEA parent holding companies should be within scope of the bail-in tool.

The Banking Act specifies the order in which the bail-in tool should be applied, reflecting the hierarchy of capital instruments under the Capital Requirements Directive ("**CRD IV**") and otherwise respecting the hierarchy of claims in an ordinary insolvency. On 19 December 2018, Her Majesty's Treasury published the Banks and Building Societies (Priorities on Insolvency) Order 2018 (the "**2018 Order**"), which implements Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 (the "**Amendment Directive**") amending the BRRD as regards the ranking of unsecured debt instruments in the insolvency hierarchy. The Amendment Directive introduced a new layer in insolvency for ordinary, long-term, unsecured debt- instruments issued by credit institutions and financial institutions within their consolidation perimeter that are established within the EU. The 2018 Order splits a financial institution's non-preferential debts into classes and provides that ordinary non-preferential debts will rank ahead of secondary non-preferential debts and tertiary non-preferential debts (all as defined in the 2018 Order).

The bail-in tool also contains an express safeguard (known as "**no creditor worse off**") with the aim that shareholders and creditors do not receive a less favourable treatment than they would have received in ordinary insolvency proceedings. However, even in circumstances where a claim for compensation is established under the "no creditor worse off" safeguard in accordance with a valuation performed after the resolution action has been taken, it is unlikely that such compensation would be equivalent to the full losses incurred by you in the resolution and there can be no assurance that you would recover such compensation promptly.

The bail-in tool may be exercised in respect of the Securities irrespective of whether the Securities count towards the Bank Group's Minimum Requirement for Own Funds and Eligible Liabilities ("**MREL**"), which is being implemented in the EU and the UK, will apply to EU and UK financial institutions and cover capital and debt instruments that are capable of being written-down or converted to equity in order to prevent a financial institution from failing in a crisis.

The exercise of the bail-in tool in respect of the Issuer and the Securities may result in the cancellation of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, the Securities and/or the conversion of the Securities into shares or other Securities or other obligations of the Issuer or another person, or any other modification or variation to the terms of the Securities. Any such exercise or any suggestion of any such exercise could materially adversely affect your rights, the price or value of your investment in the Securities and/or the ability of the Issuer to satisfy its obligations under the Securities and could lead to you losing some or all of the value of your investment in such Securities.

As insured deposits are excluded from the scope of the bail-in tool and other preferred deposits (and insured deposits) rank ahead of any Securities issued by the Issuer, such Securities would be more likely to be bailed-in than certain other unsubordinated liabilities of the Issuer (such as other preferred deposits)

As part of the reforms required by the BRRD, amendments have been made to relevant legislation in the UK (including the UK Insolvency Act 1986) to establish in the insolvency hierarchy a statutory preference (i) firstly, for deposits that are insured under the UK Financial Services Compensation Scheme ("**insured deposits**") to rank with existing preferred claims as 'ordinary' preferred claims and (ii) secondly, for all other deposits of individuals and micro, small and medium sized enterprises held in EEA or non-EEA branches of an EEA bank ("**other preferred deposits**"), to rank as 'secondary' preferred claims only after the 'ordinary' preferred claims. In addition, the UK implementation of the EU Deposit Guarantee Scheme Directive increased, from July 2015, the nature and quantum of insured deposits to cover a wide range of deposits, including corporate deposits (unless the depositor is a public sector body or financial institution) and some temporary high value deposits. The effect of these changes is to increase the size of the class of preferred creditors. All such preferred deposits will rank in the insolvency hierarchy ahead of all other unsecured senior creditors of the Issuer, including you as a holder of the Securities. Furthermore, insured deposits are excluded from the scope of the bail-in tool. As a result, if the bail-in tool were exercised by the relevant UK resolution authority, the Securities would be more likely to be bailed-in than certain other unsubordinated liabilities of the Issuer such as other preferred deposits.

Under the terms of the Securities, you have agreed to be bound by the exercise of any bail-in power by the relevant UK resolution authority

Notwithstanding any other agreements, arrangements, or understandings between the Issuer and you as a holder of the Securities, by acquiring the Securities, you as a holder of the Securities acknowledge, accept, agree to be bound by, and consent to the exercise of, any UK Bail-In power by the relevant UK resolution authority that may result in (i) the reduction or cancellation of all, or a portion, of the principal amount of, or interest on, the Securities; (ii) the conversion of all, or a portion, of the principal amount of, or interest on,

the Securities into shares or other securities or other obligations of the Issuer or another person (and the issue to, or conferral on, the holder of the Securities of such shares, securities or obligations); and/or (iii) the amendment or alteration of the maturity of the Securities, or amendment of the amount of interest due on the Securities, or the dates on which interest becomes payable, including by suspending payment for a temporary period; which UK Bail-In power may be exercised by means of a variation of the terms of the Securities solely to give effect to the exercise by the relevant UK resolution authority of such UK Bail-In power. You as a holder of the Securities further acknowledge and agree that your rights as holder of the Securities are subject to, and will be varied, if necessary, solely to give effect to, the exercise of any UK Bail-In power by the relevant UK resolution authority.

Accordingly, any UK Bail-In power may be exercised in such a manner as to result in you and other holders of the Securities losing all or a part of the value of your investment in the Securities or receiving a different security from the Securities, which may be worth significantly less than the Securities and which may have significantly fewer protections than those typically afforded to debt securities. Moreover, the relevant UK resolution authority may exercise the UK Bail-In power without providing any advance notice to, or requiring the consent of, you as a holder of the Securities.

In addition, under the terms of the Securities, the exercise of the UK Bail-In power by the relevant UK resolution authority with respect to the Securities is not an Event of Default (as defined in the terms and conditions of the Securities). For more information, see the terms and conditions of the Securities."

C) INFORMATION INCORPORATED BY REFERENCE

The section entitled "Information Incorporated by Reference" on pages 135 to 137 of Base Prospectus 9 shall be updated by:

- (i) adding the unaudited interim results announcement of the Issuer as filed with the United States Securities and Exchange Commission on Form 6-K on 1 August 2019 in respect of the six months ended 30 June 2019 ("**2019 Interim Results Announcement**") to the list of source documents in paragraph 1 (*Source documents*);
- (ii) adding the following page references in respect of the 2019 Interim Results Announcement to the cross-reference list in paragraph 2 (*Information incorporated by reference*):

From the 2019 Interim Results Announcement

Whole document (including the exhibits thereto)

- (iii) restating the page references in respect of the Registration Document in the cross-reference list in paragraph 2 (*Information incorporated by reference*):

From the Registration Document

Risk Factors (excluding the information under the heading "Reputation Risk - Regulatory action in the event a bank or investment firm in the Group is failing or likely to fail could materially adversely affect the value of the Securities")
The Issuer, the Bank Group and the Group (excluding the information under the headings "Legal Proceedings" and "Directors")

Pages 1 to 16

Page 19

D) TERMS AND CONDITIONS OF THE SECURITIES

The section entitled "Terms and Conditions of the Securities" on pages 138 to 430 of Base Prospectus 9 shall be updated by:

- (i) deleting the words "(1)" and "and (2) a Short Downside Event has not occurred," from the first sentence of General Condition 12.24(b)(i) and restating the formula in each of General Conditions 12.24(b)(ii)(B)(2)(a), 12.24(b)(ii)(B)(2)(b), 12.24(b)(iii)(A) and 12.24(b)(iii)(B), such that General Condition 12.24(b) appearing on pages 291 and 292 should read as follows:

"(b) **Cash Settlement**

Provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer by payment on the Scheduled Settlement Date of a cash amount in the Settlement Currency per Calculation Amount (the "**Final Cash Settlement Amount**") determined on the Final Valuation Date by the Determination Agent as follows:

- (i) if $FP \geq SPP$, then:
 - (A) if the Final Terms specifies 'Upside Cap' to be 'Not Applicable', then:

$$CA \times \{\text{Protection Level} + \text{Max}[UF, UP \times (FP - SPP)]\}$$

- (B) if the Final Terms specifies 'Upside Cap' to be 'Applicable', then:

$$CA \times \{\text{Protection Level} + \text{Min}(UC, \text{Max}[UF, UP \times (FP - SPP)])\}$$

- (ii) if (1) $FP < SPP$, (2) the Final Terms specifies 'Knock-out Trigger Event' to be 'Applicable', and (3) a Short Downside Event has not occurred, then:

- (A) if either:

- (1) Knock-out Barrier Type is American and a Knock-out Trigger Event has occurred; or
 - (2) Knock-out Barrier Type is European and $FP < \text{Knock-out Barrier Percentage}$,

then:

$$CA \times \text{Protection Level}$$

- (B) if either:

- (1) Knock-out Barrier Type is American and a Knock-out Trigger Event has not occurred; or
 - (2) Knock-out Barrier Type is European and $FP \geq \text{Knock-out Barrier Percentage}$,

then:

- (a) if the Final Terms specifies 'Downside Cap' to be 'Not Applicable', then:

$$CA \times \{\text{Protection Level} + \text{Max}[DF, DP \times (SPP - FP)]\}$$

- (b) if the Final Terms specifies 'Downside Cap' to be 'Applicable', then:

$$CA \times \{\text{Protection Level} + \text{Min}(\text{DC}, \text{Max}[\text{DF}, \text{DP} \times (\text{SPP} - \text{FP})])\}$$

- (iii) if (1) $\text{FP} < \text{SPP}$, (2) the Final Terms specifies 'Knock-out Trigger Event' to be 'Not Applicable', and (3) a Short Downside Event has not occurred, then:

- (A) if the Final Terms specifies 'Downside Cap' to be 'Not Applicable', then:

$$CA \times \{\text{Protection Level} + \text{Max}[\text{DF}, \text{DP} \times (\text{SPP} - \text{FP})]\}$$

- (B) if the Final Terms specifies 'Downside Cap' to be 'Applicable', then:

$$CA \times \{\text{Protection Level} + \text{Min}(\text{DC}, \text{Max}[\text{DF}, \text{DP} \times (\text{SPP} - \text{FP})])\}$$

- (iv) if the Final Terms specifies 'Short Downside' to be 'Applicable' and either:

- (A) if the Final Terms specifies 'Knock-in Trigger Event' to be 'Applicable' and if $\text{FP} < \text{DSPP}$ and if either:

(1) Knock-in Barrier Type is American and a Knock-in Trigger Event has occurred; or

(2) Knock-in Barrier Type is European and $\text{FP} < \text{Knock-in Barrier Percentage}$; or

- (B) if the Final Terms specifies 'Knock-in Trigger Event' to be 'Not Applicable' and if $\text{FP} < \text{DSPP}$,

then (in such case, if the Final Terms specifies 'Short Downside' to be 'Applicable' and either paragraph (A) or (B) applies, a "**Short Downside Event**" shall be deemed to have occurred):

$$CA \times \text{Max}\{\text{SDF}, \text{Protection Level} - [\text{SDP} \times (\text{DSPP} - \text{FP})]\}$$

- (ii) deleting the words "if $\text{FP} \geq \text{SPP}$, then" from the first sentence of General Condition 12.25(b)(i), such that General Condition 12.25(b)(i) appearing on page 296 should read as follows:

"(i) (A) if a Ladder Trigger Event has occurred and:

- (1) if the Final Terms specifies ' $\text{Cap}_{(\text{Settlement})}$ ' to be 'Not Applicable', then:

$$CA \times \text{Max}(\text{FP} - \text{SPP}, \text{Ladder Payoff})$$

- (2) if the Final Terms specifies ' $\text{Cap}_{(\text{Settlement})}$ ' to be 'Applicable', then:

$$CA \times \text{Min}[\text{Cap}_{(\text{Settlement})}, \text{Max}(\text{FP} - \text{SPP}, \text{Ladder Payoff})]$$

- (B) if a Ladder Trigger Event has not occurred and:

- (1) if the Final Terms specifies ' $\text{Cap}_{(\text{Settlement})}$ ' to be 'Not Applicable', then:

$$CA \times \text{Max}(\text{FP} - \text{SPP}, 0\%)$$

- (2) if the Final Terms specifies ' $\text{Cap}_{(\text{Settlement})}$ ' to be 'Applicable', then:

$$CA \times \text{Min}[\text{Cap}_{(\text{Settlement})}, \text{Max}(\text{FP} - \text{SPP}, 0\%)]$$

- (iii) inserting the word "reasonably" immediately before the words "determined by the Determination Agent" in the definition of "Disrupted Day" under General Condition 25.3 (*Related definitions*) on page 322, such that the revised definition reads:

"Disrupted Day" means, in respect of a Fund and a Scheduled Valuation Date_(Reference Dealing Date), a day which is a Business Day on which, as reasonably determined by the Determination Agent, a Market Disruption Event has occurred in respect of such Fund and Scheduled Valuation Date_(Reference Dealing Date)."

- (iv) inserting the words "in respect of Securities other than Belgian Securities," at the beginning of sub-paragraph (b) and inserting the words "which are not Belgian Securities" at the end of sub-paragraph (c) of the definition of "FX Disruption Event" under General Condition 30 (*Consequences of an FX Disruption Event*) on page 333, such that the revised definition reads:

"For the purposes of this General Condition 30, **"FX Disruption Event"** means:

- (a) the determination by the Determination Agent of the occurrence of any event on or prior to the relevant Payment Date or any other relevant date that has or would have the effect of preventing or delaying the Issuer directly or indirectly from:
 - (i) converting any applicable currency into the Specified Currency through customary legal channels;
 - (ii) converting any applicable currency into the Specified Currency at a rate at least as favourable as the rate for domestic institutions located in the Specified Jurisdiction;
 - (iii) delivering the Specified Currency from accounts inside the Specified Jurisdiction to accounts outside the Specified Jurisdiction; or
 - (iv) delivering the Specified Currency between accounts inside the Specified Jurisdiction or to a party that is a non-resident of the Specified Jurisdiction; or
- (b) in respect of Securities other than Belgian Securities, the Determination Agent determines that the government of the Specified Jurisdiction has given public notice of its intention to impose any capital controls which the Determination Agent determines are likely to materially affect the Issuer's ability to hedge its obligations with respect to the Securities or to unwind such hedge; or
- (c) the Determination Agent determines that an event impacting one or more of the applicable currencies has occurred, or for which there has been an official declaration, which is likely to materially disrupt or impair its ability to meet its obligations in the Specified Currency or, otherwise, clear or hedge the Securities which are not Belgian Securities."
- (v) inserting the following new definitions after the definition of "Interest Period End Date" and before the definition of "Interest Trigger Event Type" under General Condition 55.1 (*Definitions*) on page 388:

"Interest Proceeds Receipt Date" means the date on which a Hypothetical Investor would have received in full the proceeds of a redemption of Fund Shares (or, in the case of a Fund Basket, all Fund Shares in respect of each Fund) targeted to be effected on an Interest Valuation Date.

"Interest Receipt Deadline" means the Business Day falling a Specified Number of calendar days after an Interest Valuation Date, subject to adjustment in accordance with the Business Day Convention."

- (vi) inserting the following new definition after the definition of "Intermediated Securities" and before the definition of "IP₍₁₎" under General Condition 55.1 (*Definitions*) on page

389:

"Investment Guidelines" means the investment objectives, investment guidelines, investment policy, investment process, investment strategy or asset allocation methodology set out in the Fund Documents, or which are otherwise in effect on the Trade Date, in respect of a Fund."

E) GENERAL INFORMATION

The section entitled "General Information" on pages 573 to 577 of Base Prospectus 9 shall be updated by:

- (i) deleting the information set out under the sub-heading "Significant change statement" on page 573 of Base Prospectus 9 in its entirety and replacing it with the following:

"There has been no significant change in the financial or trading position of the Issuer or the Bank Group since 30 June 2019."

- (ii) inserting a new sub-paragraph entitled "Recent Developments" immediately below the sub-heading "Significant change statement" on page 573 of Base Prospectus 9 as follows:

"Recent Developments"

Interim Financial Information

Based on the Bank Group's unaudited financial information for the six months ended 30 June 2019, the Bank Group had total assets of £969,266 million, total net loans and advances of £144,664 million, total deposits of £215,125 million, and total equity of £52,610 million (including non-controlling interests of £0 million). The profit before tax of the Bank Group for the six months ended 30 June 2019 was £1,725 million (30 June 2018: £725 million) after credit impairment charges and other provisions of £510 million (30 June 2018: £156 million). The financial information in this paragraph is extracted from the unaudited condensed consolidated interim financial statements of the Issuer for the six months ended 30 June 2019.

Legal Proceedings

For a description of the governmental, legal or arbitration proceedings that the Issuer and the Bank Group face, see Note 9 (*Provisions*) and Note 15 (*Legal, competition and regulatory matters*) to the condensed consolidated interim financial statements of the Issuer as set out on page 34 and pages 37 to 44, respectively, of the 2019 Interim Results Announcement.

Directors

The Directors of the Issuer, each of whose business address is 1 Churchill Place, London E14 5HP, United Kingdom, their functions in relation to the Issuer and their principal outside activities (if any) of significance to the Issuer are as follows:

<i>Name</i>	<i>Function(s) within the Issuer</i>	<i>Principal outside activities</i>
Nigel Higgins	Non-Executive Director and Interim Chairman	Barclays PLC (Chairman and Non-Executive Director); Sadler's Wells (Chairman); Tetra Laval Group (Non-Executive Director)
James Staley	Chief Executive Officer	Barclays PLC (Chief Executive Officer); Institute of International

<i>Name</i>	<i>Function(s) within the Issuer</i>	<i>Principal outside activities</i>
		Finance, Inc. (Board Member); Bank Policy Institute (Board Member)
Steven Ewart	Chief Financial Officer	
Peter Bernard	Non-Executive Director	Barclays US LLC (Chairman and Non-Executive Director); Bowdoin College (Trustee); Windrose Advisors (Advisor); Massachusetts Audubon Society (Director)
Helen Keelan	Non-Executive Director	Barclays Bank Ireland PLC (Chairman and Non-Executive Director); Barclays Capital Securities Ltd (Non-Executive Director); PM Group Ltd (Director)
Maria Ritcher	Non-Executive Director	Bessemer Trust (Director); Rexel Group (Director); Anglo Gold Ashanti (Director)
Jeremy Scott	Non-Executive Director	The Great Britain Sasakawa Foundation (Trustee)
Alex Thursby	Non-Executive Director	Rank Group PLC (Director); Janheg Investments PTE Ltd (Director); Janheg Caribbean Ltd (Director); Eden Rivers Trust (Trustee); Motive Labs Operations (Advisory Board Member); Giggleswick School (Board of Governors' Member)
Hélène Vletter-van Dort	Non-Executive Director	Intertrust N.V (Chair of supervisory Board); NN Group N.V (Director); School of Financial Law and Governance Rotterdam (Professor); Koninklijke Brill N.V Protective Foundation (Chair)

Nigel Higgins joined the Issuer's Board as a Non-Executive Director with effect from 1 March 2019 and was appointed as the Interim Chairman of the Issuer from 1 March 2019, subject to relevant approvals.

No potential conflicts of interest exist between any duties to the Issuer of the Directors listed above and their private interests or other duties."

- (iii) deleting the information set out under the sub-heading "Legal Proceedings" on page 573 of Base Prospectus 9 in its entirety and replacing it with the following:

"Save as disclosed under Note 9 (*Provisions*) and Note 15 (*Legal, competition and regulatory matters*) to the condensed consolidated interim financial statements of the Issuer on page 34 and pages 37 to 44, respectively, of the 2019 Interim Results Announcement, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware),

which may have or have had during the 12 months preceding the date of this Base Prospectus, a significant effect on the financial position or profitability of the Issuer and/or the Bank Group."

To the extent that there is any inconsistency between (a) any statement in this Prospectus Supplement (in relation to Base Prospectus 9) and (b) any other statement in, or incorporated by reference in Base Prospectus 9, the statements in (a) above shall prevail.

The 2019 Interim Results Announcement may be inspected during normal business hours at the registered office of the Issuer or at <https://home.barclays/content/dam/home-barclays/documents/investor-relations/ResultAnnouncements/2019HYResults/BB-PLC-H1-2019-Form-6-K.pdf>.

Investors should be aware of their rights under Regulation 52 of the Irish Prospectus Regulations. Investors who have agreed to purchase or subscribe for Securities before this Prospectus Supplement was published have the right, exercisable within two working days after the date on which this Prospectus Supplement is published, to withdraw their acceptances. This right is exercisable up to, and including 5 September 2019. Investors should contact the distributor from which they agreed to purchase or subscribe the Securities in order to exercise their withdrawal rights.

References to Base Prospectus 9 shall hereafter mean Base Prospectus 9 as supplemented by this Prospectus Supplement. The Issuer accepts responsibility for the information contained in this Prospectus Supplement. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus Supplement is in accordance with the facts and contains no omission likely to affect the import of such information. Save as disclosed in this Prospectus Supplement, no significant new factor, material mistake or inaccuracy relating to the information included in Base Prospectus 9 is capable of affecting the assessment of securities issued pursuant to Base Prospectus 9 has arisen or been noted, as the case may be, since the publication of Base Prospectus 9 (as supplemented at the date hereof) by the Issuer.

This Prospectus Supplement has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under Directive 2003/71/EC. The Central Bank only approves this Prospectus Supplement as meeting the requirements imposed under Irish and EU law pursuant to the Directive 2003/71/EC.



The date of this Prospectus Supplement is 3 September 2019