SECURITIES NOTE RELATING TO GSSP BASE PROSPECTUS 9

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

LEI: G5GSEF7VJP5I7OUK5573

Pursuant to the Global Structured Securities Programme

What is this document?

This securities note (the "**Securities Note**" or the "**Document**"), together with the Registration Document (as described below), constitutes a base prospectus drawn up as separate documents (the "**Base Prospectus**") for the purposes of Article 8 of Regulation (EU) 2017/1129 (as may be amended from time to time, the "**Prospectus Regulation**"). The Base Prospectus is one of a number of base prospectuses of Barclays Bank PLC (the "**Issuer**") which relate to the Issuer's Global Structured Securities Programme (the "**Programme**"). The Base Prospectus (as may be supplemented from time to time) is valid for 12 months after its approval and will expire on 16 July 2021. The obligation to supplement a prospectus in the event of any significant new factor, material mistake or material inaccuracy relating to the information included in it does not apply when the prospectus is no longer valid.

What is the Registration Document?

The Issuer's registration document dated 24 March 2020 (as supplemented by a supplement dated 8 May 2020 and as may be further supplemented and/or replaced from time to time, the "**Registration Document**") has been approved by the Central Bank of Ireland (the "**CBI**") pursuant to the Prospectus Regulation. The Registration Document provides a description of the Issuer's business activities as well as certain financial information and material risks faced by the Issuer. The Registration Document and the supplements thereto are available for viewing at: *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/#registrationdocument* and *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/#registrationdocumentsupplement*.

What type of Securities does the Base Prospectus relate to?

The Base Prospectus ("**GSSP Base Prospectus 9**") relates to the issuance of securities ("**Securities**") which will either not bear interest or pay any coupon or will bear interest or pay a coupon at either a fixed rate or at a rate determined by reference to the performance of one or more Underlying Assets (as described below), and may automatically redeem or cancel early (or 'autocall') if the Underlying Assets are at or above a certain level on any one of a series of specified dates. Where the rate of interest or coupon rate (as applicable) is determined by reference to the performance of one or more Underlying Assets, the performance level could be subject to a foreign exchange conversion to reflect movements in foreign exchange rates, and the amount of interest or coupon (as applicable) for any particular interest or coupon period (as applicable) could be as low as zero. The Securities may be issued in Note, Certificate or Exercisable Certificate form.

The Securities may or may not have an option to allow early redemption or cancellation by the Issuer prior to the Scheduled Settlement Date. If not redeemed or cancelled early, the Securities will be redeemed at a fixed redemption or cancellation amount or at an amount that is linked to the performance of one or more Underlying Assets. The Securities may be specified to be redeemable in instalments.

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for Securities (other than Excluded Securities) issued under the Programme during the period of 12 months from the date of the Base Prospectus to be listed on the Official List of Euronext Dublin and admitted to trading on its regulated market.

Who is the Issuer?

The Issuer of the Securities is Barclays Bank PLC. The delivery of property or payment of any amount due under the Securities is subject to the Issuer's financial position and its ability to meet its obligations.

The legal entity identifier ("**LEI**") in respect of the Issuer is G5GSEF7VJP5I7OUK5573.

How do I use the Base Prospectus?

The Base Prospectus, together with certain other documents listed within, is intended to provide you with information necessary to enable you to make an informed investment decision before purchasing any Securities.

The contractual terms of any particular issuance of Securities will be composed of the terms and conditions set out at pages 78 to 407 of this Securities Note (the "**General Conditions**"), as completed by a separate Final Terms (as defined below) document, which is specific to that issuance of Securities.

The General Conditions comprise seven Sections (A to G):

- Sections A: INTRODUCTION, B: FORM, TITLE, TRANSFER, CALCULATIONS, PAYMENTS, EXERCISE AND SETTLEMENT and G: GENERAL PROVISIONS are generic provisions which apply to issuances of Securities generally;

- Sections C: INTEREST, COUPON, OPTIONAL EARLY SETTLEMENT, AUTOMATIC SETTLEMENT (AUTOCALL), FINAL SETTLEMENT AND NOMINAL CALL EVENT, D: EQUITY LINKED CONDITIONS AND DISRUPTION EVENTS, E: FX DISRUPTION EVENTS AND ADJUSTMENTS, F. FUND LINKED CONDITIONS AND ADJUSTMENTS and G. BARCLAYS INDEX LINKED CONDITIONS AND ADJUSTMENTS contain certain optional provisions that will only apply to certain issuances of Securities. The Final Terms document will specify which provisions from Sections C, D, E, F and G apply to your Securities.

The provisions from Section C that are specified to be applicable in the Final Terms will contain the relevant economic terms applicable to your Securities, as follows:

- General Condition 8 (*Exercise of Exercisable Certificates*) sets out the exercise procedures for Securities which are Exercisable Certificates;

- the relevant sub-paragraph of General Condition 9 (*Interest*) sets out how any interest or coupon amounts (as applicable) will be calculated;

- General Condition 10 (*Automatic Settlement (Autocall)*), if specified to apply in the Final Terms, contains details on the calculation of the early redemption or cancellation amount which is payable following an 'autocall event';

- General Condition 11 (*Optional Early Settlement Event*), if specified to apply in the Final Terms, contains details on the calculation of the early redemption or cancellation amount which is payable where the Issuer elects to redeem the Securities prior to the Scheduled Settlement Date;

- General Condition 12 (*Final Settlement*) sets out how any settlement amount or entitlement will be calculated upon redemption (in the event that the Securities do not redeem early);

- General Condition 13 (*Nominal Call Event Settlement*), if specified to apply in the Final Terms, contains details on the calculation of the early redemption or cancellation amount which is payable following a 'nominal call event';

- General Condition 14 (*Switch Feature*), if specified to apply in the Final Terms, sets out how a switch option will apply; and

- General Condition 15 (*Settlement by Instalments*), if specified to apply in the Final Terms, sets out how the partial redemption in instalments feature will apply.

This Securities Note also includes other general information such as information about the material risks relating to investing in Securities (see the section headed '*Risk Factors*' of this Document) and information on selling and transfer restrictions. The Registration Document provides a description of the Issuer's business activities as well as certain financial information and material risks faced by the Issuer.

All capitalised terms used will be defined in the Base Prospectus or the Final Terms and are referenced in the Index to this Document or the Index of Abbreviations to the Registration Document, as applicable.

What other documents do I need to read?

The Base Prospectus contains all information which is necessary to enable investors to make an informed decision regarding the financial position and prospects of the Issuer and the rights attaching to the Securities. Some of this information is incorporated by reference from other publicly available documents and some of this information is completed in an issue-specific document called the Final Terms. You should read the documents incorporated by reference, as well as the Final Terms in respect of such Securities, together with the Base Prospectus. Documents will be made available at the registered office of the Issuer and at *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/*, *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-final-terms* *and* *https://home.barclays/investor-relations/reports-and-events* (as applicable) or the successor website(s).

What information is included in the Final Terms?

While this Document includes general information about all Securities, the Final Terms (or, in the case of Excluded Securities, the Pricing Supplement) is the document that sets out the specific details of each particular issuance of Securities (the "**Final Terms**"). For example, the Final Terms (or, in the case of Excluded Securities, the Pricing Supplement) will contain:

- the issue date;
- the dates on which the Securities may redeem early due to an 'autocall event' or at the option of the Issuer (in either case, if applicable);
- the type of interest or coupon and the interest or coupon payment dates (if applicable);
- the type of final redemption amount payable or entitlement deliverable (assuming that the Securities do not redeem early) and the Scheduled Settlement Date;
- the type of settlement amount payable or entitlement deliverable (assuming that the Securities do not cancel early) and the exercise price; and
- any other information needed to complete the terms included in this Document for the particular Securities (identified by the words 'as specified in the Final Terms' or other equivalent wording).

Wherever the General Conditions provide optional provisions, the Final Terms will specify which of those provisions apply to a specific issuance of Securities. In addition, an issue-specific summary will be annexed to the Final Terms for each issuance of Securities which will contain a summary of key information relating to the Issuer and the Securities, the risks relating to the Issuer and the Securities and the issue or offer of Securities.

What type of Underlying Assets may the Securities be linked to?

The interest or coupon (in either case, if applicable) and final settlement terms of Securities issued under the Base Prospectus may be linked to the performance of one or more of the following types of 'Underlying Assets': equity indices, shares, depository receipts representing shares, exchange-traded

funds, foreign exchange rates, funds and/or other indices (of one or more types of component assets) sponsored by Barclays and referred to in this Document as "**Barclays Indices**".

What are Excluded Securities?

"**Excluded Securities**" are Securities: (i) for which no prospectus is required to be published for an offering or listing of such Securities in the European Economic Area ("**EEA**") or the United Kingdom under the Prospectus Regulation or (ii) which have a denomination (if not Exercisable Certificates) of less than EUR 1,000 or equivalent in another currency or other terms (for example, payout terms) not strictly provided for under the terms herein but for which a separate prospectus (other than this Base Prospectus) is required to be published under the Prospectus Regulation for the public offering of such Securities in the EEA or United Kingdom or the listing of such Securities on a regulated market in the EEA or the United Kingdom. Excluded Securities shall be issued by way of a pricing supplement (the "**Pricing Supplement**") instead of Final Terms and, for such purpose, all references to "Final Terms" herein shall be deemed to be to "Pricing Supplement". In respect of Excluded Securities, each reference herein to "Base Prospectus" shall be construed instead to be to "Offering Memorandum". The Offering Memorandum does not constitute a base prospectus for the purposes of Article 8 of the Prospectus Regulation. **The Central Bank has neither approved nor reviewed information contained herein in connection with Excluded Securities.** See "*Excluded Securities*" in the "*General Description of the Programme*" section below.

17 July 2020

IMPORTANT INFORMATION

THE AMOUNT PAYABLE OR DELIVERABLE ON SETTLEMENT OR EXERCISE OF THE SECURITIES MAY BE LESS THAN THE ORIGINAL INVESTED AMOUNT (AND IN SOME CASES MAY BE ZERO), IN WHICH CASE YOU MAY LOSE SOME OR ALL OF YOUR ORIGINAL INVESTMENT.

FOR ALL SECURITIES, IF THE ISSUER BECOMES INSOLVENT OR BANKRUPT OR OTHERWISE FAILS TO MAKE ITS PAYMENT OR DELIVERY OBLIGATIONS ON THE SECURITIES, YOU WILL LOSE SOME OR ALL OF YOUR ORIGINAL INVESTMENT.

INVESTING IN SECURITIES INVOLVES CERTAIN RISKS, AND YOU SHOULD FULLY UNDERSTAND THESE BEFORE YOU INVEST. SEE THE SECTION HEADED '*RISK FACTORS*' BELOW.

Responsibility

The Issuer accepts responsibility for the information contained in this Securities Note (and for the avoidance of doubt, in the Base Prospectus) and any Final Terms. To the best of the knowledge of the Issuer, the information contained in this Securities Note is in accordance with the facts and this Securities Note makes no omission likely to affect its import.

Regulatory approval and passporting for the purposes of the Prospectus Regulation

This Securities Note (and for the avoidance of doubt, the Base Prospectus) has been approved by the Central Bank of Ireland as competent authority under the Prospectus Regulation. The Central Bank of Ireland only approves the Securities Note as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation.

Such approval should not be considered as an endorsement of the Issuer or the quality of the securities that are the subject of the Base Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

Notification of this approval will be made to the competent authorities of Belgium, Denmark, Finland, France, Italy, Luxembourg, Malta, the Netherlands, Norway, Portugal, Spain, Sweden and the United Kingdom. In the case of the United Kingdom, the effect of the approval as so notified may be affected by the end of the transition or implementation period (currently scheduled for 31 December 2020) provided for under the agreement between the European Union and the United Kingdom for the withdrawal of the United Kingdom from the European Union.

Such approval relates only to Securities which are to be admitted to trading on a regulated market for the purposes of Directive 2014/65/EU and Regulation (EU) No.600/2014 (together, "**MiFIDII/MiFIR**") and/or which are to be offered to the public in any Member State of the European Economic Area or the United Kingdom.

Listing and admission to trading

Applications may be made for the listing and admission to trading of Securities on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin.

In addition, application may be made for a listing and admission to trading of Securities on the regulated market of the Luxembourg Stock Exchange, Euronext Paris, Euronext Brussels, Euronext Amsterdam, London Stock Exchange, Malta Stock Exchange, NASDAQ Copenhagen, NASDAQ Helsinki, NASDAQ Stockholm, NGM Nordic Derivatives Exchange (NDX), Oslo Stock Exchange, Borsa Italiana S.p.A., Bolsas y Mercados Españoles and/or Euronext Lisbon, as specified in the Final Terms.

In respect of Excluded Securities only, application may also be made for a listing and admission to trading of Securities on the SIX Swiss Exchange and/or on the multilateral trading facility of EuroTLX SIM S.p.A., Euro MTF, Nasdaq First North Growth Market and/or NGM Nordic MTF and SeDex (MTF), as specified in the Final Terms. The SIX Swiss Exchange and the multilateral trading facility of

EuroTLX SIM S.p.A., Euro MTF, Nasdaq First North Growth Market and/or NGM Nordic MTF and SeDex (MTF) are not regulated markets for the purposes of MiFIDII/MiFIR.

No compensation arrangements

Any failure by the Issuer to make payments or deliveries due under the Securities would not of itself give rise to any claim for compensation on the grounds of such a failure. You would not have a claim for compensation against the UK's Financial Services Compensation Scheme. For more information regarding Issuer risk, please see the section headed '*Risk Factors*' of the Registration Document.

No investment advice

Neither the Base Prospectus nor any Final Terms is or purports to be investment advice. Unless expressly agreed otherwise with a particular investor, neither the Issuer nor any Manager is acting as an investment adviser, providing advice of any other nature, or assuming any fiduciary obligation to any investor in Securities.

Independent evaluation

Nothing set out or referred to in the Base Prospectus is intended to provide the basis of any credit or other evaluation (except in respect of any purchase of Securities described herein) or should be considered as a recommendation by the Issuer or any Manager that any recipient of the Base Prospectus (or any document referred to herein) should purchase any Securities.

An investor should not purchase the Securities unless they understand the extent of their exposure to potential loss. Investors are urged to read (i) the risks described in the section headed *'Risk Factors*' of this Document and (ii) the risks described in the section headed *'Risk Factors*' of the Registration Document, together with the other information in the Base Prospectus (including any information incorporated by reference), as supplemented from time to time, and the Final Terms, before investing in the Securities.

Investors should note that (i) the risks described in the section headed '*Risk Factors*' of this Document and (ii) the risks described in the section headed *'Risk Factors*' of the Registration Document are not the only risks that the Issuer faces or that may arise because of the nature of the Securities. The Issuer has described only those risks relating to its operations and to the Securities that it considers to be material. There may be additional risks that the Issuer currently considers not to be material or of which it is not currently aware.

Given the nature, complexity and risks inherent in the Securities (and investments relating to any underlying assets), the Securities may not be suitable for an investor's investment objectives in the light of his or her financial circumstances. Investors should consider seeking independent advice to assist them in determining whether the Securities are a suitable investment for them or to assist them in evaluating the information contained or incorporated by reference into the Base Prospectus or set out in the Final Terms.

You have sole responsibility for the management of your tax and legal affairs including making any applicable filings and payments and complying with any applicable laws and regulations. Neither the Issuer nor any of its Affiliates will provide you with tax or legal advice and you should obtain your own independent tax and legal advice tailored to your individual circumstances. The tax treatment of structured products, such as the Securities, can be complex; the tax treatment applied to an individual depends on their circumstances. The level and basis of taxation may alter during the term of any product.

Amounts due to be paid to you are described on a gross basis, i.e. without calculating any tax liability. The Issuer shall make no deduction for any tax, duty, or other charge unless required by law.

Potential for discretionary determinations by the Determination Agent and the Issuer under the Securities

Under the terms and conditions of the Securities, following the occurrence of certain events relating to the Issuer, the Issuer's hedging arrangements, the Underlying Asset(s), taxation, the relevant currency or other matters, the Issuer or the Determination Agent may determine to take one of the actions

available to it in order to deal with the impact of such event on the Securities or the Issuer or both. These actions may include (i) adjustment to the terms and conditions of the Securities, (ii) substitution of the Underlying Asset(s) or (iii) early redemption or cancellation of the Securities. Any such discretionary determination by the Issuer or Determination Agent could have a material adverse impact on the value of and return on the Securities. See, in particular, 'Risk Factors' – risk factor 6.1 (*Risks associated with discretionary powers, or with respect to certain French Notes, decision-making powers, of the Issuer and the Determination Agent, including in relation to the Issuer's hedging arrangements*) below.

Under certain circumstances, amendments made by the Issuer or the Determination Agent to the Conditions of French Notes may require the prior consent of the General Meeting of the Holders when the 'Full *Masse*' or 'Contractual *Masse*' is specified as applicable in the Final Terms in accordance with General Condition 59.3 (*Modifications of French Notes*).

Distribution

The distribution or delivery of the Base Prospectus or any Final Terms and any offer or sale of Securities in certain jurisdictions may be restricted by law. The Base Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offering or solicitation. Other than as expressly described in the Base Prospectus, no action is being taken to permit an offering of Securities or the delivery of the Base Prospectus in any jurisdiction. Persons into whose possession the Base Prospectus or any Final Terms comes are required by the Issuer to inform themselves about and to observe any such restrictions.

Details of selling restrictions for various jurisdictions are set out in the section headed '*Purchase and Sale*' of this Document.

United States selling restrictions

The Securities, and, as applicable, the Entitlements have not been and will not be registered under the US Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction of the United States. Trading in the Securities and the Entitlements has not been approved by the US Commodities Futures Trading Commission under the US Commodity Exchange Act of 1936, as amended (the "**Commodity Exchange Act**"), and the rules and regulations promulgated thereunder. The Securities, and, as applicable, the Entitlements, may not be offered or sold 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 ("**Regulation S**")) ("**U.S. persons**"), except in certain transactions exempt from the registration requirements of the Securities Act and applicable state securities laws. The Securities and, as applicable, the Entitlements are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

Securities in bearer form may be subject to US tax law requirements (as described below). Subject to certain exceptions, such Securities may not be offered, sold or delivered within the United States or its possessions or to, or for the account or benefit of, United States persons (as defined in the US Internal Revenue Code of 1986, as amended (the "**Code**"), and the regulations thereunder).

For a description of these and certain further restrictions on offers, sales and transfers of Securities and delivery of the Base Prospectus and any Final Terms, see the section entitled '*Purchase and Sale*' herein.

THE SECURITIES HAVE NOT BEEN AND WILL NOT BE APPROVED OR DISAPPROVED BY THE US SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER US REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF SECURITIES OR THE ACCURACY OR THE ADEQUACY OF THE OFFERING DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

US foreign account tax compliance withholding

THE FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") IS PARTICULARLY COMPLEX AND ITS CURRENT AND FUTURE APPLICATION TO THE ISSUER, THE SECURITIES AND INVESTORS IS UNCERTAIN AT THIS TIME. YOU SHOULD CONSULT YOUR OWN TAX ADVISERS TO OBTAIN A MORE DETAILED EXPLANATION OF FATCA AND TO LEARN HOW THIS LEGISLATION MIGHT AFFECT YOU IN YOUR PARTICULAR CIRCUMSTANCE, INCLUDING HOW THE FATCA RULES MAY APPLY TO PAYMENTS RECEIVED UNDER THE SECURITIES BOTH CURRENTLY AND IN THE FUTURE.

Change of circumstances

Neither the delivery of the Base Prospectus (including any information incorporated by reference in the Base Prospectus) or any Final Terms, nor any sale of Securities, shall create any impression that information in such documents relating to the Issuer is correct at any time subsequent to the date of the Registration Document (as supplemented) or that any other information supplied in connection with the Securities or the Programme is correct as of any time subsequent to the date of the relevant document containing the same (the foregoing being without prejudice to the Issuer's obligations under applicable rules and regulations).

Unauthorised representations and solicitations

In connection with the issue and sale of Securities, no person has been authorised to give any information or to make any representation not contained in or consistent with the Base Prospectus and Final Terms and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer. The Issuer does not accept responsibility for any information not contained in the Base Prospectus and Final Terms. The Base Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offering or solicitation and no action is being taken to permit an offering of the Securities or the distribution of the Base Prospectus in any jurisdiction where action is required.

Representations in relation to Swiss Securities

If you purchase Swiss Securities, you shall be deemed to have agreed to be bound by the exercise of any UK Bail-In Power by the Relevant UK Resolution Authority. See General Condition 3 (*Contractual acknowledgement of bail-in in respect of Swiss Securities*).

Representations in relation to French Securities

At any time after the expiry of the implementation period of EU legislations following the date of the United Kingdom's departure from the European Union, if you purchase French Securities, you shall be deemed to have agreed to be bound by the exercise of any UK Bail-In Power by the Relevant UK Resolution Authority General Condition 4 (*Contractual acknowledgement of bail-in in respect of French Securities*).

Calculations and determinations

Unless otherwise specified, all calculations and determinations in respect of the Securities shall be made by either Barclays Bank PLC or Barclays Capital Securities Limited (acting in such capacity, the "**Determination Agent**").

Brexit

Although the United Kingdom ceased to be a member state of the European Union on 31 January 2020, the withdrawal agreement between the United Kingdom and the European Union under Article 50(2) of the Treaty on European Union provides that until at least 31 December 2020, subject to certain qualifications which are not relevant for the purposes of the Base Prospectus (unless otherwise expressly provided), (i) EU law shall produce in respect of and in the United Kingdom the same legal effects as those which it produces within the European Union and its member states, and shall be interpreted and applied in accordance with the same methods and general principles as those applicable within the European Union, and (ii) any reference to member states in EU law, including as implemented and applied by member states, shall be understood as including the United Kingdom. This

agreement has been given effect in the law of the United Kingdom by the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020.

Use of a benchmark

Amounts payable under the Securities or assets deliverable under the Securities may be calculated or otherwise determined by reference to an index or a combination of indices. Any such index may constitute a benchmark for the purposes of the Benchmarks Regulation (Regulation (EU) 2016/1011) (as amended or superseded, the "**Benchmarks Regulation**"). If any such index does constitute such a benchmark, the Final Terms will indicate whether or not the benchmark is provided by an administrator 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. Not every index will fall within the scope of the Benchmarks Regulation. Transitional provisions in the Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the applicable Final Terms. The registration status of any administrator under the Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

Language

The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Definitions relating to Barclays entities

In this Document, "**Group**" and "**Barclays**" means Barclays PLC together with its subsidiaries and the terms "**Barclays Bank Group**" means Barclays Bank PLC together with its subsidiaries.

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RISK FACTORS

You should only invest in the Securities after assessing these principal risks, including any risks applicable to the relevant Underlying Asset(s). The risks described in this section can be cumulative and apply simultaneously which may unpredictably affect the Securities. Specifically, no assurance can be given as to the effect that any combination of risk factors may have on the value of and return on the Securities. The effect of any one factor may be offset or magnified by the effect of another factor. The risks below are not exhaustive and there may be additional risks and uncertainties that are not presently known to the Issuer or that the Issuer currently believes to be immaterial but that could have a material impact on the business, operations, financial condition or prospects of the Issuer or the value of and return on the Securities.

You should consider carefully the following discussion of risks to help you decide whether or not the Securities are suitable for you.

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RISK WARNING

There are a number of circumstances in which you may lose some or all of your investment in the Securities.

The terms of the Securities may not provide for scheduled minimum payment of the face value or issue price of the Securities at maturity or on exercise: in such case, depending on the performance of the Underlying Asset(s), you may lose some or all of your investment.

The payment of any amount or delivery of any property due under the Securities is dependent upon the Issuer's ability to fulfil its obligations when they fall due. The Securities are unsecured obligations. They are not deposits and they are not protected under the UK's Financial Services Compensation Scheme or any other deposit protection insurance scheme. Therefore, if the Issuer fails or is otherwise unable to meet its payment or delivery obligations under the Securities, you will lose some or all of your investment.

You may also lose some or all of your investment in the following circumstances:

- **The market price of your Securities prior to maturity or expiry may be significantly lower than the purchase price you paid for them. Consequently, if you sell your Securities before their scheduled maturity or expiry, you may receive far less than your original invested amount.**
- **Your Securities may be redeemed or cancelled in certain extraordinary circumstances prior to their scheduled maturity and, in such case, the early cash settlement amount paid to you may be less than what you paid for the Securities.**
- **The terms and conditions of your Securities may be adjusted by the Issuer or Determination Agent in certain circumstances with the effect that the amount payable or property deliverable to you is less than your initial investment.**

RISK FACTORS RELATING TO THE ISSUER AND THE BARCLAYS BANK GROUP

The Securities are unsecured obligations, are not deposits and are not protected under the UK's Financial Services Compensation Scheme or any other deposit protection insurance scheme. You are therefore exposed to the creditworthiness of the Issuer and any deterioration in the Issuer's creditworthiness or perceived creditworthiness (whether measured by actual or anticipated changes in the credit ratings of the Issuer) may adversely affect the value of the Securities.

The Issuer is a major, global financial services company and, as such, faces a variety of risks that are substantial and inherent in its businesses. These risks are described in the section *'Risk Factors*' on pages 1 to 16 of the Registration Document (as supplemented).

RISK FACTORS RELATING TO THE SECURITIES

1. RISKS ASSOCIATED WITH THE VALUATION, LIQUIDITY AND OFFERING OF THE SECURITIES

1.1 The initial market value of the Securities is likely to be lower, and may be significantly lower, than the issue or initial purchase price of the Securities

The market value of the Securities is likely to be lower, and may be significantly lower, than the issue price of the Securities. In particular, the difference between the issue price and the initial market value may be a result of:

(a) where permitted by applicable law, amounts with respect to commissions relating to the issue and sale of the Securities (if not already disclosed, information with respect to the amount of any such inducements, commissions and fees may be obtained from the Issuer or distributor upon request);

(b) the estimated profit that the Barclays Bank Group expects to earn in connection with structuring the Securities;

(c) internal funding rates (which are internally published borrowing rates based on variables such as market benchmarks, the Barclays Bank Group's appetite for borrowing and Barclays' existing obligations coming to maturity), which may vary from the levels at which the Barclays Bank Group's benchmark debt securities trade in the secondary market;

(d) the estimated cost which the Issuer or its affiliates may incur in hedging the Issuer's obligations under the Securities; and

(e) development and other costs which the Issuer or its affiliates may incur in connection with the Securities.

Accordingly, the issue or purchase price of the Securities is likely to be more than the initial market value of the Securities, and this could result in a loss if you sell the Securities prior to scheduled redemption.

1.2 **The secondary market value of the Securities will likely be lower than the original issue price of the Securities**

Any secondary market prices of the Securities will likely be lower than the original issue price of the Securities because, among other things, secondary market prices take into account the secondary market credit spreads of the Issuer and, also, because (as described in risk factor 1.1 (*The initial market value of the Securities is likely to be lower, and may be significantly lower, than the issue or initial purchase price of the Securities*) above) secondary market prices will likely be reduced by selling commissions, profits and hedging and other costs that are accounted for in the original issue price of the Securities. As a result, the price, if any, at which the Manager or any other person would be willing to buy Securities from you in secondary market transactions, if at all, is likely to be lower than the original issue price. Any sale by you prior to the scheduled redemption or cancellation could result in a substantial loss. See the immediately following risk factor for information about additional factors that may impact any secondary market prices of the Securities.

1.3 **The Securities are designed to be buy-to-hold instruments and the value and quoted price of your Securities (if any) at any time prior to redemption or cancellation will reflect many factors and cannot be predicted**

The market value of your Securities may be affected by the volatility, level, value or price of the Underlying Asset(s) at the relevant time, changes in interest rates, the financial condition of the Issuer (whether such changes are actual or perceived) and credit ratings, the supply of and demand for the Securities, the time remaining until the maturity or expiry of the Securities and other factors. Some of these factors are interrelated in complex ways; as a result, the effect of any one factor may be offset or magnified by the effect of another factor.

The price, if any, at which you will be able to sell your Securities prior to maturity or expiry, may be substantially less than the amount you originally invested. The following paragraphs describe the manner in which the market value of the Securities may be affected in the event of a change in a specific factor, assuming all other conditions remain constant.

- Performance of the Underlying Asset(s). The market value of the Securities prior to maturity or prior to the relevant exercise date or period, as applicable, will likely depend substantially on the current level (or, in some cases, performance since the date on which the Securities were originally priced) of the Underlying Asset(s) relative to its initial level, value or price. If you decide to sell your Securities prior to maturity or expiry, when the current level, price or value of the Underlying Asset(s) at the time of sale is favourable relative to

its initial level, value or price, you may nonetheless receive substantially less than the amount that would be payable at maturity or on exercise based on that level, value or price because of expectations that the level, value or price will continue to fluctuate until the final level, value or price is determined.

The value of and return on your Securities will depend on the performance of the Underlying Asset(s). The performance of the Underlying Asset(s) may be subject to unpredictable change over time, which may depend on many factors, including financial, political, military or economic events, government actions and the actions of market participants. Any of these events could have a negative effect on the value of the Underlying Asset(s) which in turn could adversely affect the value of and return on your Securities.

See also risk factor 4 (RISKS ASSOCIATED WITH SECURITIES LINKED TO ONE OR MORE UNDERLYING ASSET(S)).

- Volatility of the Underlying Asset(s). Volatility is the term used to describe the size and frequency of market fluctuations. If the volatility or the expectation of volatility of the Underlying Asset(s) or its or their components increases or decreases, the market value of the Securities may be adversely affected. A higher potential interest or coupon rate or yield may be associated with a higher expected volatility in the Underlying Asset(s) which may also be associated with a greater risk of losing some or all of your investment.

- Interest rates. The market value of the Securities will likely be affected by changes in interest rates. Interest rates also may affect the economy and, in turn, the value of the Underlying Asset(s) (if any) (or its components, if any), which would affect the market value of the Securities.

- Supply and demand for the Securities. In general, if the supply of the Securities increases and/or the demand for the Securities decreases, the market value of the Securities may be adversely affected. The supply of the Securities, and therefore the market value of the Securities, may be affected by inventory positions held by the Issuer or its affiliates.

- The Issuer's or the Barclays Bank Group's financial condition, credit ratings and results of operations. Actual or anticipated changes in the financial condition of the Issuer or the Barclays Bank Group, current credit ratings or results of operations may significantly affect the market value of the Securities. The significant difficulties experienced in the global financial system in recent periods and resulting lack of credit, lack of confidence in the financial sector, increased volatility in the financial markets and reduced business activity could materially and adversely affect the Barclays Bank Group's business, financial condition, credit ratings and results of operations. However, because the return on the Securities is dependent upon factors in addition to the Issuer's ability to pay or settle its obligations under the Securities (such as the current level, value or price of the Underlying Asset(s)), an improvement in the Issuer's financial condition, credit ratings or results of operations is not expected to have a positive effect on the market value of the Securities. These credit ratings relate only to the Issuer's creditworthiness, do not affect or enhance the performance of the Securities and are not indicative of the risks associated with the Securities or an investment in the Underlying Asset(s). A rating is not a recommendation to buy, sell or hold Securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

- Time remaining to maturity or expiry. A 'time premium' results from expectations concerning the future level, value or price of the Underlying Asset(s) during the period prior to the maturity or expiry of the Securities. As the time remaining to the maturity or expiry of the Securities decreases, this time premium will likely decrease, potentially adversely affecting the market value of the Securities. As the time remaining to maturity or expiry decreases,

the market value of the Securities may be less sensitive to the expected volatility in the Underlying Asset(s). See risk factor 1.4 (*Your Securities may not have an active trading market and the Issuer may not be under any obligation to make a market or repurchase the Securities prior to redemption or cancellation*).

- Events affecting or involving the Underlying Asset(s). Economic, financial, regulatory, geographic, judicial, political and other developments that affect the level, value or price of the Underlying Asset(s), and real or anticipated changes in those factors, also may affect the market value of the Securities. For example, for Underlying Asset(s) composed of equity securities, the financial condition and earnings results of the share issuer, and real or anticipated changes in those conditions or results, may affect the market value of the Securities. In addition, speculative trading by third parties in the Underlying Asset(s) could significantly increase or decrease the level, value or price of the Underlying Asset(s), thereby exposing the Underlying Asset(s) to additional volatility which could affect the market value of the Securities.

- Exchange rates. Depending on the terms of the Securities, movements in exchange rates and the volatility of the exchange rates between the currency of denomination of the Securities and the currency of the Underlying Asset(s) (if different) may adversely affect the market value of the Securities.

- Issuer call right. During any period when the Issuer may elect to redeem or cancel the Securities, and potentially prior to this period, the market value of the Securities will generally not rise above the price at which they can be redeemed or cancelled.

The effect of any one or more of the factors specified above may offset some or all of the change in the market value of the Securities attributable to another factor.

These factors may affect the market price of the Securities, including any market price which you receive in any secondary market transaction, and may be: (i) different from the value of the Securities as determined by reference to the pricing models of the Issuer or the Determination Agent; and (ii) less than the issue price. As a result, if you sell your Securities prior to scheduled maturity or expiry, you may receive back less than your initial investment or even zero.

1.4 **Your Securities may not have an active trading market and the Issuer may not be under any obligation to make a market or repurchase the Securities prior to redemption or cancellation**

The Securities are designed to be buy-to-hold investments. You must be prepared to hold the Securities until their scheduled maturity or expiry.

The Securities may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid and you may not be able to find a buyer. Therefore, you may not be able to sell your Securities or, if you can, you may only be able to sell them at a price which is substantially less than the original purchase price.

The Issuer may list the Securities on a stock exchange but, in such case, the fact that such Securities are listed will not necessarily lead to greater liquidity. If Securities are not listed or traded on any exchange, pricing information for such Securities may be more difficult to obtain and they may be more difficult to sell.

The Issuer is under no obligation to make a market or to repurchase the Securities (subject to the next paragraph). The Issuer and any Manager may, but are not obliged to, at any time purchase Securities at any price in the open market or by tender or private agreement. Any Securities so purchased may be held or resold or surrendered for cancellation. If any Securities are redeemed or cancelled in part, then the number of

Securities outstanding will decrease. Any of these activities may have an adverse effect on the liquidity and/or price of the outstanding Securities in the secondary market.

Any of the Issuer or a Manager or other party may, as part of its activities as a broker and dealer in fixed income and equity securities and related products or pursuant to stock exchange listing requirements, make a secondary market in relation to any Securities and may provide an indicative bid price on a daily basis. Any indicative prices so provided shall be determined by the relevant party in its sole discretion taking into account prevailing market conditions and shall not be a representation by such party that any Securities can be purchased or sold at such prices (or at all).

Where the Issuer does quote an indicative bid price for the Securities, the Issuer may determine the price in a significantly different manner than other market participants. Any price will depend on an assortment of factors including, but not limited to, (i) the creditworthiness of the Issuer, (ii) the time to maturity or expiry of the Securities, (iii) the then current funding levels of the Issuer taking into account market conditions, including the cost to replace a funding amount represented by the Securities being repurchased for a term equivalent to the time to maturity or expiry, and (iv) the value of the Underlying Asset(s) – see risk factor 1.2 (*The secondary market value of the Securities will likely be lower than the original issue price of the Securities*). For example, without taking into account the value of the Underlying Asset, if the Securities are due to mature in five years' time and a Holder wanted the Issuer to repurchase its holdings in those Securities, the Issuer may, among other matters, calculate what it would cost to replace the funding amount represented by the Holder's repurchase request for the remaining term of the Securities (in this example, five years). The then current market conditions affecting the Issuer's ability to borrow funds for a five-year term would influence the level of the secondary market price. The higher the current funding levels for the Issuer as compared to funding levels for a comparable term on the Issue Date, the more likely the secondary market price of the Securities would be negatively affected (without taking into consideration the current value of the Underlying Asset(s)). The lower the current funding levels for the Issuer as compared to funding levels for a similar term on the Issue Date, the more likely the secondary market price of the Securities would be positively affected (without taking into consideration the current value of the Underlying Asset(s)).

If the Issuer or Manager elects to make a secondary market, it may suspend or terminate such market at any time and impose other conditions and quote prices that may vary substantially from other market participants. For these reasons, you should not assume that a secondary market will exist, and you should be prepared to hold your Securities until their scheduled maturity or expiry. Where the Issuer or Manager elects to offer such secondary market, conditions imposed may include, but are not limited to:

(i) providing a large bid/offer spread determined by the Issuer in its commercially reasonable discretion by reference to the Issuer's own assessment of the risks involved in providing such secondary market;

(ii) providing the timing that any secondary market quotation will remain open, or in any event, not longer than what the Issuer considers a reasonable time;

(iii) requiring that normal market and funding conditions prevail at such date; and

(iv) limiting the number of Securities in respect of which it is prepared to offer such secondary market.

Any of these conditions may severely limit the availability of any such secondary market and may result in you receiving significantly less than you would otherwise receive by holding the Securities to their scheduled maturity or expiry.

1.5 **Over-issuance**

As part of its issuing, market-making and/or trading arrangements, the Issuer may issue more Securities than those which are to be initially subscribed or purchased by third party investors. The Issuer (or the Issuer's Affiliates) may hold such Securities for the purpose of meeting any future investor interest or to satisfy market-making requirements. You should therefore not regard the issue size of any Securities as indicative of the depth or liquidity of the market for such Securities, or of the demand for such Securities and you should assume that a secondary market in the Securities may be limited and there may be little or no demand for your Securities should you wish to sell them prior to their maturity.

1.6 **The issue of further Securities may cause the secondary market price of your Securities to decline**

If additional securities or options with the same characteristics or linked to the same Underlying Asset(s) as your Securities are subsequently issued, either by the Issuer or another issuer, the supply of securities with such characteristics or linked to such Underlying Asset(s) in the primary and secondary markets will increase and may cause the secondary market price of your Securities to decline.

1.7 **The Issuer may withdraw the public offer at any time**

In the case of public offers, the Issuer may provide that it is a condition to the offer that the Issuer reserves the right to withdraw the offer in whole or in part at any time at the discretion of the Issuer, including for reasons beyond its control, such as extraordinary events, substantial change of the political, financial, economic, legal, monetary or market conditions at national or international level and/or adverse events regarding the financial or commercial position of the Issuer and/or other relevant events that in the determination of the Issuer may be prejudicial to the offer. In such circumstances, the offer will be deemed to be null and void. In such case, where you have already paid or delivered subscription monies for the relevant Securities, you will be entitled to reimbursement of such amounts, but will not receive any remuneration that may have accrued in the period between their payment or delivery of subscription monies and the reimbursement of the Securities.

2. RISKS ASSOCIATED WITH THE DETERMINATION OF INTEREST OR REDEMPTION AMOUNTS OR DELIVERY ENTITLEMENTS UNDER THE SECURITIES

2.1 **There are risks associated with Securities which provide for a minimum amount to be payable on redemption**

Unless your Securities are Belgian Securities with a Minimum Payment Amount and they are redeemed or cancelled prior to their scheduled maturity date as a result of a Non-Force Majeure Event, any scheduled minimum payment specified in the terms and conditions of the Securities will only apply at their scheduled maturity. If the Securities redeem or are cancelled prior to their scheduled maturity, they may return less than your invested amount or the scheduled minimum amount, whichever is lower. In the most extreme case, the Securities may return zero, which means you may lose your entire investment. The scheduled minimum amount may also be less than the issue price of the Securities, so if you acquire the Securities (whether on issue or in the secondary market) for an amount that is higher than the scheduled minimum amount, even at maturity, you risk losing the difference between the price you paid for the Security and the scheduled minimum amount at maturity.

2.2 **Interest or coupon may be contingent upon the performance of one or more Underlying Assets**

The Securities may bear interest or a coupon at a rate that is contingent upon the performance of one or more Underlying Assets and may vary from one interest or coupon payment date to the next.

The interest or coupon rate reflected by any given interest or coupon payment may be less than the rate that the Issuer (or any other bank or deposit-taking institution) may pay in respect of deposits for an equivalent period and the relevant interest or coupon payment may be as low as zero.

If interest or coupon payments are contingent upon the performance of one or more Underlying Assets, you may not receive any interest or coupon payments if the Underlying Asset(s) do not perform as anticipated.

2.3 **There are risks where your Securities have a 'memory' interest or coupon feature**

If the Securities include a 'memory' feature, the payment of interest or a coupon will be conditional on the value or performance of the Underlying Asset. The interest or coupon amount payable will be zero on an interest or coupon payment date if the Underlying Asset does not perform in accordance with the terms of the Securities although such payment will be deferred to the next interest or coupon payment date. If the Underlying Asset meets the performance criteria on a future date, the interest or coupon payable will be an amount for the current interest or coupon payment date plus any amounts deferred from previous interest or coupon payment dates where interest or coupon was not paid. You will not be paid any interest or coupon or other allowance for the deferred payments of interest or coupon and it is possible that the Underlying Asset never meets the performance criteria, meaning that you will not receive any interest or coupon at all for the lifetime of the Securities.

2.4 **There are risks where your Securities have a 'digital' interest or coupon feature**

If the Securities include a 'digital' feature, the higher pre-determined interest or coupon amount is only paid if the level, price or other applicable value of the Underlying Asset(s) on the relevant valuation date(s) meets the performance criteria; otherwise the lower pre-determined interest or coupon amount (which may be zero) will be paid. It may be possible that you will not receive any interest or coupon at all for the lifetime of the Securities.

2.5 **There are risks where your Securities have a 'range accrual' feature**

If the Securities include a 'range accrual' feature, then interest or coupon will only be paid if the level, price or other applicable value of the Underlying Asset(s) on the relevant valuation date(s) is at or above one or more specific lower barrier(s) and, if applicable, also at or below one or more specific upper barrier(s). It is possible that such level, price or other applicable value of the Underlying Asset(s) on the relevant valuation date(s) will not be at or above the lower barrier(s) or, if applicable, not be within the range during the relevant interest or coupon determination period, and, therefore, no interest or coupon will be payable on the relevant interest or coupon payment date. This means that the amount of interest or coupon payable to you over the term of the Securities may vary and could even be zero.

2.6 **There are risks where your Securities have a 'leverage' feature**

'Leverage' refers to the use of financial techniques to adjust the exposure to the Underlying Asset(s). A leverage feature will magnify or diminish the impact of the performance of the Underlying Asset(s) to cause a greater or lower return on the Securities than would otherwise be the case in the absence of leverage. As such, a leverage feature can magnify losses in adverse market conditions or reduce gains in positive market conditions. In the terms of the Securities, the leverage feature may be referred to variously as 'Participation', 'Leverage', 'Variable', 'Factor' and 'Multiplier', or

other term and the Securities will have 'leverage' where any of these factors is not equal to 100 per cent (or 1.00). The inclusion of a leverage feature in excess of 100 per cent (or 1.00) in the Securities means that the Securities will be more speculative and riskier than in the absence of such feature, since smaller changes in the performance of the Underlying Asset(s) can reduce (or increase) the return on the Securities by more than if the Securities did not contain a leverage feature. Conversely, if the leverage feature is set below 100 per cent (or 1.00), the participation in the performance of the Underlying Asset(s) will be limited and you will not be able to benefit from the full extent of the appreciation in the value of the Underlying Asset(s). In either event, a leverage feature may lead to unfavourable return on your investment in your Securities.

2.7 **There are risks where your Securities have an 'averaging' feature (averaging over a series of valuation dates)**

Where the terms and conditions of your Securities include an averaging feature, the return on your Securities will depend on an initial price and/or final price which is the arithmetic average of the applicable levels, prices or other applicable values of the Underlying Asset(s) on the specified averaging dates, rather than on one initial valuation date and/or final valuation date. This means that if the applicable level, price or value of the Underlying Asset(s) dramatically changes on one or more of the averaging dates, the return on your Securities may be significantly less than it would have been if the amount payable or property deliverable had been calculated by reference to a single value taken on an initial valuation date or final valuation date.

2.8 **There are risks where your Securities have a 'lookback' feature**

Where the terms and conditions of your Securities provide that 'max lookback-out' applies, the return on your Securities will depend on the maximum of the applicable levels, prices or other applicable values of the Underlying Asset(s) on the specified 'lookback-out' dates, rather than a single final valuation date. This means that if the applicable level, price or value of the Underlying Asset(s) dramatically surges on one of the 'max lookback-out' dates, and the return on your Security is proportional to the negative performance of the Underlying Asset(s), the return on your Securities may be significantly less than it would have been if the amount payable or property deliverable had been calculated by reference to a single value taken on a single valuation date or another method.

Where the terms and conditions of your Securities provide that 'min lookback-out' applies, the return on your Securities will depend on the lowest of the applicable levels, prices or other applicable values of the Underlying Asset(s) on the specified 'lookback-out' dates, rather than a single final valuation date. This means that if the applicable level, price or value of the Underlying Asset(s) dramatically falls on one of the 'min lookback-out' dates, the return on your Securities may be significantly less than it would have been if the amount payable or property deliverable had been calculated by reference to a single value taken on a single valuation date or another method.

Where the terms and conditions of your Securities provide that 'max lookback-in' applies, the return on your Securities will depend on the maximum of the applicable levels, prices or other applicable values of the Underlying Asset(s) on the specified 'lookback-in' dates, rather than a single initial valuation date. This means that if the applicable level, price or value of the Underlying Asset(s) dramatically surges on one of the 'lookback-in' dates, the return on your Securities may be significantly less than it would have been if the amount payable or property deliverable had been calculated by reference to a single value taken on a single valuation date or another method.

Where the terms and conditions of your Securities provide that 'min lookback-in' applies, the return on your Securities will depend on the lowest of the applicable levels, prices or other applicable values of the Underlying Asset(s) on the specified 'lookback-in' dates, rather than a single initial valuation date. This means that if the applicable level, price or value of the Underlying Asset(s) dramatically falls on one of the 'min lookback-in' dates, and the return on your Security is proportional to the negative

performance of the Underlying Asset(s), the return on your Securities may be significantly less than it would have been if the amount payable or property deliverable had been calculated by reference to a single value taken on a single valuation date or another method.

2.9 **There are risks where your Securities include a 'cap'**

Where the terms and conditions of your Securities provide that the amount payable or property deliverable is subject to a pre-defined cap, your ability to participate in any positive change in the value of the Underlying Asset(s) (or any positive change in floating interest rates) will be limited, no matter how much the level, price or other value of the Underlying Asset(s) (or floating interest rates) rises above the cap level over the life of the Securities. Accordingly, the value of or return on your Securities may be significantly less than if you had purchased the Underlying Asset(s) (or invested in instruments which pay an uncapped floating rate of interest) directly.

2.10 **There are risks where your Securities reference a basket of Underlying Asset(s)**

Where Securities reference a basket of assets as Underlying Asset(s), you will be exposed to the performance of each Underlying Asset in the basket and you should refer to the relevant risk factors in this section relating to each of the asset classes represented. You should also consider the level of interdependence or 'correlation' between each of the basket constituents with respect to the performance of the basket. If the Underlying Asset(s) are correlated, the performance of the Underlying Asset(s) in the basket can be expected to move in the same direction.

You should be aware that the performance of a basket with fewer constituents will be more affected by changes in the values of any particular basket constituent than a basket with a greater number of basket constituents. Additionally, you should note that the performance of a basket that gives a greater 'weight' to a basket constituent, as compared to other basket constituents, will be more affected by changes in the value of that particular basket constituent than a basket which apportions an equal weight to each basket constituent.

The performance of basket constituents may be moderated or offset by one another. This means that, even in the case of a positive performance of one or more constituents, the performance of the basket as a whole may be negative if the performance of the other constituents is negative to a greater extent.

2.11 **There are risks where your Securities have a 'worst-of' feature**

Where the terms and conditions of your Securities include a 'worst-of' feature, you will be exposed to the performance of the Underlying Asset(s) which has the worst performance, rather than the basket as a whole.

This means that, regardless of how the other Underlying Asset(s) perform, if the worst performing Underlying Asset in the basket fails to meet a relevant threshold or barrier for the payment of interest or coupon or the calculation of any settlement amount, you might receive no interest or coupon payments or return on your initial investment and you could lose some or all of your investment.

2.12 **There are risks where your Securities have a minimum scheduled settlement amount feature**

If your Securities do not provide for a minimum scheduled settlement amount payable at maturity or on exercise, you may lose some or all of your investment, depending on the performance of the Underlying Asset(s).

If your Securities do provide for a minimum scheduled settlement amount payable at maturity or on exercise, you must hold them until maturity or expiry; otherwise, you may receive less than the minimum scheduled settlement amount (which may be equal to or less than your original invested amount) if you sell your Securities prior to

maturity or expiry (assuming that you are able to sell them). All payment and delivery obligations of the Issuer under the Securities are subject to the credit risk of the Issuer: if the Issuer fails or goes bankrupt or enters into a resolution regime, you will lose some or all of your investment.

2.13 **There are risks where your Securities have a 'barrier' feature**

If the calculation of interest or coupon or the calculation of any settlement amount depends on the level, value or price of the Underlying Asset(s) reaching or crossing a 'barrier' during a specified period or specified dates during the term of the Securities, such interest or coupon or settlement amount may alter dramatically depending on whether the barrier is reached or crossed (as applicable). This means you may receive less (or, in certain cases, more) if the level, value or price of the Underlying Asset(s) crosses or reaches (as applicable) a barrier, than if it comes close to the barrier but does not reach or cross it (as applicable), and in certain cases you might receive no interest or coupon payments and/or could lose some or all of your investment.

2.14 **There are risks where the settlement of your Securities depends only on the final performance**

If your Securities determine the settlement amount based on the performance of the Underlying Asset(s) as at the final valuation date only (rather than in respect of multiple periods throughout the term of the Securities) then you may not benefit from any movement in level, value or price of the Underlying Asset(s) during the term of the Securities that is not maintained in the final performance as at the final valuation date.

2.15 **There are risks where your Securities have a 'rainbow' feature**

Where the terms and conditions of the Securities reference a basket of assets as Underlying Asset(s) and include a 'rainbow' feature, the 'weight' assigned to each basket constituent is not fixed and will change throughout the term of the Securities depending on the relative performance of each basket constituent as compared to each other basket constituent as measured at the relevant times. This is the case despite the fact that the 'weights' themselves remain constant throughout the term of the Securities and are disclosed in the Final Terms. For example, a specified weight will be assigned to whichever of the basket constituents is the best performing basket constituent in respect of the relevant observation dates, another specified weight will be assigned to whichever of the basket constituents is the second best performing basket constituent in respect of the relevant observation dates, and so on. Depending on the relative weight assigned in respect of the relevant performance and the payout terms of the Securities, the 'rainbow feature' could have a significant negative (or positive) effect on the value of, and return, on the Securities. For example, if (i) the weight assigned to the best performing basket constituent over a particular period is zero per cent. and (ii) the payout on the Securities is positively linked to the overall performance of the basket of Underlyings, then it is likely that the 'rainbow feature' may have the effect of reducing the value of, and return on, the Securities than if the weights of each basket constituent were instead fixed in advance. You will also be exposed to the other risks of Securities which reference a basket of Underlying Assets – see risk factor 2.10 (*There are risks where your Securities reference a basket of Underlying Asset(s)*) above.

2.16 **There are risks where your Securities have high coupons which may indicate a higher risk of capital loss**

A higher interest or coupon rate indicates a higher likelihood of capital risk. This means there is a greater likelihood that the barrier (if any) will be breached and/or the final price of the Underlying Asset(s) will be below a specified level which would mean the amount you receive at maturity is worth considerably less than the full return of principal.

2.17 **There are certain factors and variables which may affect the settlement value and trading price of Exercisable Certificates and you may lose some or all of your investment**

The settlement value of Exercisable Certificates may be affected by, among other things: (a) the trading price of the relevant Exercisable Certificates, (b) the value and volatility of the Underlying Asset(s), (c) the time remaining to exercise and/or expiration, (d) in the case of a cash settled Exercisable Certificate, the probable range of settlement amounts, (e) any change(s) in interim interest rates and dividend yields if applicable, (f) any change(s) in currency exchange rates, (g) the depth of the market or liquidity of any applicable Underlying Asset(s) and (h) any related transaction costs. Any one or more of these factors could have a material adverse effect on the value of the Exercisable Certificates and you may lose some or all of your investment upon the exercise of such Securities.

The trading price at any time will reflect, among other things, the 'time value' of the Exercisable Certificates. The 'time value' of the Exercisable Certificates will depend partly upon the length of the period remaining to expiration and expectations concerning the value of the Underlying Asset(s). The interim value of the Exercisable Certificates varies with the price level of the Underlying Asset(s), as well as by a number of other interrelated factors, including those specified in the preceding paragraph. Some of these factors may be unpredictable and may have the effect of reducing the trading price of the Exercisable Certificates and you may lose some or all of your investment if you sell your Exercisable Certificates in the secondary market (if any) and you will forfeit any growth potential of holding your Exercisable Certificates until their expiry.

2.18 **Time lag after cancellation or exercise**

Unless otherwise specified in the terms and conditions of the Exercisable Certificates, in the case of Exercisable Certificates which the Issuer is required to cancel prior to the exercise date at the option of the Holder or in the case of any exercise of Exercisable Certificates, there will be a time lag between the time a Holder gives the instruction to cancel or exercise and the determination by the Determination Agent of the relevant Final Cash Settlement Amount or, in the case of a physical delivery, the relevant Entitlement due on the physical delivery date, as the case may be. Such time lag could be long, particularly in the case of a delay in the cancellation or exercise of Exercisable Certificates due to the occurrence of a Market Disruption Event or disrupted day or following the imposition of any exchange controls or similar regulations affecting the ability to obtain or exchange any relevant currency (or basket of currencies), or following a determination by the Determination Agent that a Settlement Disruption Event has occurred. The applicable Final Cash Settlement Amount or Entitlement, as the case may be, may change significantly during any such period, and such movement or movements could decrease the Final Cash Settlement Amount or Entitlement.

2.19 **Additional risks associated with Securities which are Exercisable Certificates**

Exercisable Certificates may expire worthless. You may sustain a total loss of the Issue Price you paid for your Exercisable Certificates. See risk factor 2.17 (*There are certain factors and variables which may affect the settlement value and trading price of Exercisable Certificates and you may lose some or all of your investment*) above. Exercisable Certificates behave like options and option transactions and carry very similar risks to an investment in options and option transactions.

The risk of the loss of the Issue Price paid for an Exercisable Certificate upon expiration means that, in order to recover and realise a return upon your investment, you (as an investor in an Exercisable Certificate) must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the relevant Underlying Asset(s). Assuming all other factors are held constant, the more an Exercisable Certificate is 'out-of-the-money' and the shorter its remaining term to expiration, the greater the risk that you will lose all or part of your investment. With

respect to Exercisable Certificates that are 'European Style', the only means through which you can realise value from the Exercisable Certificate prior to the relevant exercise date(s) in relation to such Exercisable Certificate is to sell it at its then market price in an available secondary market.

The Issuer may issue several Series of Exercisable Certificates relating to various reference securities, currencies, funds or other assets or bases of reference which may be specified in the terms and conditions of the Exercisable Certificates. At any given time, the number of Exercisable Certificates outstanding may be substantial. Exercisable Certificates pose risks to you as a result of fluctuations in the value of the Underlying Asset(s). In general, certain of the risks associated with the Exercisable Certificates are similar to those generally applicable to options or exercisable certificates of private corporate issuers. Options or exercisable certificates on equities or debt securities are priced primarily on the basis of the value of underlying securities.

3. RISKS ASSOCIATED WITH EARLY REDEMPTION PROVISIONS AND OTHER TERMS OF THE SECURITIES

3.1 If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk

The Securities may be redeemed prior to their scheduled maturity or expiry, and you are therefore subject to the following risks:

- risk of loss of investment: depending on the circumstance in which your Securities are redeemed or cancelled prior to their scheduled maturity or expiry, the amount of settlement proceeds you receive may be less than your original investment (see below and, in particular, risk factor 3.6 (*There are costs associated with any early redemption or cancellation of Securities (other than an automatic settlement (autocall)) that will reduce the amount otherwise payable or deliverable*);

- risk of loss of opportunity: in the event that your Securities are redeemed prior to their scheduled maturity or expiry, you will lose the opportunity to participate in any subsequent positive performance of the Underlying Asset(s) and be unable to realise any potential gains in the value of the Securities; and

- reinvestment risk: following such early redemption or cancellation, you may not be able to reinvest the proceeds from an investment at a comparable return and/or with a comparable interest or coupon rate for a similar level of risk. You should consider such reinvestment risk in light of other available investments before you purchase the Securities.

Also, in certain circumstances, the terms of your Securities may be adjusted by the Issuer or the Determination Agent. These circumstances include, but are not limited to, following an Additional Disruption Event (as described below), a redenomination, an index correction, a manifest error in index calculation, an FX Disruption Event, and a potential adjustment event in relation to shares. Such adjustment could have an adverse effect on the value of and return on your Securities.

Under certain circumstances, amendments made by the Issuer or the Determination Agent to the Conditions of French Notes may require the prior consent of the General Meeting of the Holders when the 'Full *Masse*' or 'Contractual *Masse*' is specified as applicable in the Final Terms in accordance with General Condition 59.3 (*Modifications of French Notes*).

3.2 Your Securities may redeem early following an 'automatic settlement (autocall) event'

The terms of your Securities may provide that they will be automatically redeemed or cancelled prior to the scheduled settlement date if an automatic settlement (autocall)

event occurs. An automatic settlement (autocall) event will occur if the level, price, value or performance of the Underlying Asset(s) breaches one or more specified thresholds on one or more specified dates. In the event that such an automatic settlement (autocall) event occurs, you will be paid an early settlement amount equal to the Calculation Amount or such other amount specified in the terms and conditions. In such case, you may not be able to reinvest the proceeds from an investment at a comparable return and/or with a comparable interest or coupon rate for a similar level of risk. You should consider such reinvestment risk in light of other available investments before you purchase the Securities. In the event that an automatic settlement (autocall) event does not occur during the term of your Securities, you may lose some or all of your investment at maturity or on exercise, depending on the performance of the Underlying Asset(s) and the specific terms and conditions of your Securities.

3.3 **Your Securities may redeem or cancel early or may be adjusted by the Determination Agent following an Additional Disruption Event, FX Disruption Event, or early redemption or cancellation for unlawfulness or impracticability**

There are certain events – relating to the Issuer, (save for Belgian Securities) its hedging arrangements, the Underlying Asset(s), taxation or the relevant currency – the occurrence of which may cause the Securities to be redeemed or cancelled prior to their scheduled maturity or expiry:

(a) **Additional Disruption Events**

Additional Disruption Events include (but are not limited to):

- unless specified to be not applicable to the Securities, a tax event causing the Issuer to pay additional amounts under the terms and conditions of the Securities;
- unless specified to be not applicable to the Securities, an extraordinary market disruption event preventing the Issuer's performance of its obligations under the Securities;
- unless specified to be not applicable to the Securities, an event impacting one or more currencies that the Issuer determines would materially disrupt or impair its ability to meet its obligations or otherwise settle, clear or hedge the Securities;
- unless specified to be not applicable to the Securities, the Issuer's ability to source or unwind related transactions put in place to provide the returns on the Securities (Hedge Positions) is adversely affected in any material respect;
- unless specified to be not applicable to the Securities, a change in law that means it has become, or is likely to become, illegal for the Issuer to hold Hedge Positions or it will incur a materially increased cost in dealing with Hedge Positions;
- other circumstances specific to the Underlying Assets which may be designated as an Additional Disruption Event in accordance with the terms and conditions of the Securities; and
- if the Securities are CREST Securities, loss of CREST eligibility of such Securities.

If any of these events occurs, the Issuer may:

- adjust the terms and conditions of the Securities (without the consent of Holders); or

- if the Determination Agent determines that no adjustment that could be made would produce a commercially reasonable result and preserve substantially the economic effect to the holders of a holding of the relevant Security, redeem or cancel the Securities prior to their scheduled maturity or expiry.

Any adjustment made to the terms and conditions of the Securities (which may include, save in respect of Belgian Securities, a reduction in the amount otherwise payable or deliverable under the Securities in order to reflect increased costs or otherwise to the Issuer) may have a negative effect on the value of and return on the Securities.

In the event of early redemption or cancellation of your Securities due to the occurrence of any of the above events, unless 'par' or 'Greater of Market Value and Settlement Floor' is specified in the terms and conditions of the Securities or the Securities are Belgian Securities, the early cash settlement amount you will receive will be equal to the fair market value of your Securities following the event triggering the early redemption or cancellation. The market value may include allowances for costs associated with the early redemption or cancellation, such as those incurred by the Issuer in unwinding any related transactions which were put in place to provide the returns on the Securities. If 'Greater of Market Value and Settlement Floor' is specified in the terms and conditions of the Securities, the early cash settlement amount you will receive will be equal to the greater of the fair market value and the product of the Calculation Amount multiplied by the Settlement Floor. In any case, the early cash settlement amount you will receive may be less than your original investment and you could lose some or all of your investment.

In the event of early redemption or cancellation of Belgian Securities due to the occurrence of an Additional Disruption Event:

(i) if the relevant event is a Force Majeure Event, the early cash settlement amount you will receive will be equal to the fair market value of your Securities; or

(ii) if the relevant event is a Non-Force Majeure Event and there is no Minimum Payment Amount payable in respect of the Securities, the early cash settlement amount you will receive will be equal to the fair market value of your securities plus the Pro Rata Issuer Cost Reimbursement, being the pro rated costs paid to the Issuer (for example, structuring fees); or

(iii) if the relevant event is a Non-Force Majeure Event and there is a Minimum Payment Amount payable in respect of the Securities, the early cash settlement amount you will receive will be either (depending on the terms and conditions of your Securities) (a) equal to the (I) greater of the Minimum Payment Amount and (II) the sum of fair market value of your Securities, in either case, plus Pro Rata Issuer Cost Reimbursement or (b) equal to the Monetisation Amount at maturity or on exercise, unless you elect to receive an amount equal to the sum of the fair market value of your Securities plus the Pro Rata Issuer Cost Reimbursement upon early redemption or cancellation of the Securities.

Depending on the terms of your Securities, the early cash settlement amount you will receive may be less than your original investment and you could lose some or all of your investment.

See also risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and* reinvestment risk), risk factor 3.6 (*There are costs associated with any early redemption or cancellation of Securities (other than an automatic settlement*

(autocall)) that will reduce the amount otherwise payable or deliverable) and risk factor 3.7 (*Payment of the early cash settlement amount following the occurrence of an Additional Disruption Event or the Issuer's determination to trigger early redemption or cancellation following an unlawfulness or impracticability event may not be made until the scheduled maturity or expiry*).

(b) **Unlawfulness or impracticability**

If the Issuer determines that the performance of any of its absolute or contingent obligations under the Securities has become unlawful or, save for Belgian Securities, a physical impracticability, in whole or in part, the Issuer may redeem or save in respect of French Securities cancel the Securities prior to their scheduled maturity or expiry.

In the event of early redemption or cancellation of your Securities due to the occurrence of any of the above events, unless 'par' or 'Greater of Market Value and Settlement Floor' is specified in the terms and conditions of the Securities or the Securities are Belgian Securities, the early cash settlement amount you will receive will be equal to the fair market value of your Securities prior to redemption or cancellation. The market value may include allowances for costs associated with the early redemption or cancellation, such as those incurred by the Issuer in unwinding any related transactions which were put in place to provide the returns on the Securities. If 'Greater of Market Value and Settlement Floor' is specified in the terms and conditions of the Securities, the early cash settlement amount you will receive will be equal to the greater of the fair market value and the product of the Calculation Amount multiplied by the Settlement Floor.

In the event of early redemption of Belgian Securities due to the occurrence of an unlawfulness event:

(i) if the relevant event is a Force Majeure Event, the early cash settlement amount you will receive will be equal to the fair market value of your Securities, or

(ii) if the relevant event is a Non-Force Majeure Event and there is no Minimum Payment Amount payable in respect of the Securities, the early cash settlement amount you will receive will be equal to the fair market value of your securities plus the Pro Rata Issuer Cost Reimbursement, being the pro rated costs paid to the Issuer (for example, structuring fees), or

(iii) if the relevant event is a Non-Force Majeure Event and there is a Minimum Payment Amount payable in respect of the Securities, the early cash settlement amount you will receive will be either (depending on the terms and conditions of your Securities) (a) equal to the greater of (I) the Minimum Payment Amount and (II) the sum of fair market value of your Securities plus Pro Rata Issuer Cost Reimbursement or (b) equal to the Monetisation Amount and payable to you at maturity, unless you elect to receive an amount equal to the sum of the fair market value of your Securities plus the Pro Rata Issuer Cost Reimbursement upon early redemption of the Securities.

Depending on the terms of your Securities, the early cash settlement amount you will receive may be less than your original investment and you could lose some or all of your investment.

See also risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and* reinvestment risk), risk factor 3.6 (*There are costs associated with any early redemption or cancellation of Securities (other than an automatic settlement*

(autocall)) that will reduce the amount otherwise payable or deliverable) and risk factor 3.7 (*Payment of the early cash settlement amount following the occurrence of an Additional Disruption Event or the Issuer's determination to trigger early redemption or cancellation following an unlawfulness or impracticability event may not be made until the scheduled maturity or expiry*).

(c) **FX Disruption Event**

An FX Disruption Event is an event occurring on or prior to a payment date that prevents or delays the conversion into the Settlement Currency of the Securities, including capital controls or other restrictions in the relevant jurisdiction. If 'FX Disruption Event' is applicable in the terms and conditions of your Securities, the Issuer may, following the occurrence of an FX Disruption Event, (save in relation to Belgian Securities) deduct costs, expenses or charges in connection with such FX Disruption Event, pay in another currency, postpone the relevant valuation or payment date, designate an alternative fallback or price source or treat the FX Disruption Event as an Additional Disruption Event and apply the corresponding adjustments or early redemption or cancellation – see also risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and* reinvestment risk) above.

3.4 **The Securities may be redeemed or cancelled early following the exercise by the Issuer of a call option (other than with respect to Belgian Securities)**

Where the terms and conditions of your Securities provide that the Issuer has the right to call the Securities, following the exercise by the Issuer of such option, you will no longer be able to realise your expectations for a gain in the value of such Securities and, if applicable, will no longer participate in the performance of the Underlying Asset(s).

Also, an optional redemption feature of Securities is likely to limit the market value of your Securities. During any period when the Issuer may elect to redeem or cancel the Securities, the market value of the Securities generally will not rise above the price at which they can be redeemed or cancelled. This also may be true prior to the beginning of any redemption or cancellation period.

The Issuer is under no obligation to consider the interests of Holders when it determines whether or not to exercise its call option, and the Issuer may be expected to redeem or cancel Securities when its cost of borrowing is lower than the effective interest rate on the Securities. At those times, you generally would not be able to reinvest the settlement proceeds at an effective interest rate as high as the effective interest rate on the Securities being redeemed or cancelled and may only be able to do so at a significantly lower rate. You should consider such reinvestment risk in light of other currently available investments.

3.5 **The Securities may be redeemed or cancelled early following a Nominal Call Event**

Where the terms and conditions of your Securities provide that Nominal Call Event Settlement applies, the Issuer may redeem or cancel your Securities prior to their scheduled settlement date if the aggregate nominal amount or the number of Securities outstanding drops below a specified threshold (being 10 per cent, or, if applicable, such lesser percentage as specified in the Final Terms, of the aggregate nominal amount or number of Securities as at the first Issue Date of the Securities). In such case, you will receive an early settlement amount equal to the fair market value of your Securities on the call date less (save where 'Unwind Costs' is specified to be not applicable), costs associated with the Issuer's hedging arrangements. The early redemption amount you will receive may be less than your original investment and you could lose some or all of your investment.

See also risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and* reinvestment risk) and risk factor 3.6 (*There are costs associated with any early redemption or cancellation of Securities (other than an automatic settlement (autocall)) that will reduce the amount otherwise payable or deliverable*).

3.6 **There are costs associated with any early redemption or cancellation of Securities (other than an automatic settlement (autocall)) that will reduce the amount otherwise payable or deliverable**

If the Securities are redeemed or cancelled prior to their scheduled maturity or expiry (other than due to an automatic settlement (autocall)), the amount payable (and accordingly, deliverable in certain circumstances) will be (unless 'par' or 'Greater of Market Value and Settlement Floor' is specified in the terms and conditions of the Securities or the Securities are Belgian Securities) determined by the Determination Agent as equal to the market value of the Securities as soon as reasonably practicable on the relevant date and by reference to such factors as the Determination Agent considers to be appropriate. The amount may also be adjusted (save where 'Unwind Costs' is specified to be not applicable) to take into account any costs, charges, fees, accruals, losses, withholdings and expenses in connection with hedging unwind and funding breakage costs, Local Jurisdiction Taxes and Expenses and certain other taxes, prices or expenses paid (in each case, if any and as applicable as set out in the terms and conditions of the Securities). Such costs, losses and expenses will reduce the amount you will receive on such early redemption or cancellation and may reduce such amount to zero. The Issuer is not under any duty to hedge itself at all or in any particular manner, and is not required to hedge itself in a manner that would (or may be expected to) result in the lowest costs, losses and expenses.

3.7 **Payment of the early cash settlement amount following the occurrence of an Additional Disruption Event or the Issuer's determination to trigger early redemption or cancellation following an unlawfulness or impracticability event may not be made until the scheduled maturity or expiry**

If the Determination Agent determines that an Additional Disruption Event has occurred or if the Issuer determines that the performance of any of its absolute or contingent obligations under the Securities has become unlawful or, save in relation to Belgian Securities, a physical impracticability and that the Securities shall therefore be redeemed or cancelled early, then the Issuer will give notice of the date on which it will pay the early cash settlement amount. If the Final Terms specifies 'Greater of Market Value and Settlement Floor' in relation to 'Early Cash Settlement Amount', then the date on which the early cash settlement amount is payable may fall as late as the scheduled settlement date. In such circumstances you will not receive any further interest on the Securities and the amount payable (and accordingly, deliverable in certain circumstances) may still be subject to reductions for costs, losses and expenses and may be less than your original investment.

See also risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk*).

3.8 **There are risks associated with the ability to enforce under the Securities**

Following an event of default by the Issuer (such as a failure to pay interest or return capital, or, if the Issuer is subject to a winding-up order), including expiry of an applicable grace period, you may (i) determine to keep your Securities outstanding (in which case, the market value of those Securities may decline significantly) or (ii) by giving notice to the Issuer and (if not a CREST Security) the Issue and Paying Agent (and through the Representative of the Holders for certain French Notes) require immediate redemption or cancellation of your Securities at the early cash settlement amount. This amount may be less than your original investment and, therefore, you could lose some or all of your money. See also risk factor 3.1 (*If your Securities are*

redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk).

3.9 **The Issuer may be substituted for another entity without your consent**

Unless your Securities are French Securities, Belgian Securities or are listed on Borsa Italiana S.p.A., the Issuer may substitute itself as the principal obligor under the Securities for any other company which has an equivalent or better rating of long-term unsecured, unsubordinated and unguaranteed debt obligations from an internationally recognised rating agency. Following such a substitution, the original Issuer entity will be released from all payment and delivery obligations under the Securities, and you will become subject to the credit risk of the substitute issuer under your Securities. You will have no right of claim against the original Issuer or the substituted Issuer in the event that such substitution has adverse tax consequences for you. A substitution of the Issuer may affect any listing of the Securities and, in particular, it may be necessary for the substituted issuer to reapply for listing on the relevant market or stock exchange on which the Securities are listed.

3.10 **There are foreign exchange risks where the terms and conditions of your Securities provide that payment under the Securities will be made in a currency which is different from the currency of the Underlying Asset(s) and/or different from your home currency, or are subject to a foreign exchange conversion**

If the terms and conditions of your Securities provide that payment under the Securities will be made in a currency which is different from the currency of the Underlying Asset(s) and/or different from your home currency then, depending on the particular payout terms of your Securities, you may be exposed to the adverse movement of the Settlement Currency of the Securities relative to the currency of the Underlying Asset(s) and/or your home currency.

If the terms and conditions of your Securities provide that an Interest Amount or Coupon Amount will be subject to FX conversion, the Interest Amount or Coupon Amount will depend not only on the relevant interest type, but also on the performance of the applicable foreign exchange rate, which may have the effect of substantially reducing the value of such interest amount.

If the terms and conditions of your Securities provide for application of the cash amount to purchase Underlying Asset(s) and physically deliver such assets to you and if the currency of the Underlying Asset(s) and is different from the Settlement Currency of the Securities and/or your home currency then, following the date on which the entitlement to delivery of the relevant property is determined, you will (i) not benefit from the positive movement of the Settlement Currency of the Securities relative to the currency of the Underlying Asset(s) (if any) and (ii) be exposed to the volatility and fluctuations of such currency of the Underlying Asset(s) relative to the Settlement Currency of the Securities and/or your home currency. Furthermore, where the currency of the Underlying Asset(s) is different from the Settlement Currency of your Securities, you may be exposed to similar foreign exchange risk in respect of any fraction of the Underlying Asset(s) which is not delivered to you but for which you are entitled to a cash amount.

Foreign exchange rates can be highly volatile and are determined by various factors, including supply and demand for currencies in the international foreign exchange markets, economic factors including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility, safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks.

A foreign exchange rate can be fixed by the sovereign government, allowed to float within a range of exchange rates set by the government or left to float freely. Exchange rates of most economically developed nations are permitted to fluctuate in value

relative to each other. However, from time to time governments may use a variety of techniques, such as intervention by a country's central bank, the imposition of regulatory controls or taxes or changes in interest rates to influence the exchange rates of their currencies. In addition, governments around the world, including the governments of other major world currencies, have recently made, and may be expected to continue to make, very significant interventions in their economies, and sometimes directly in their currencies. Governments may also issue a new currency to replace an existing currency or alter the exchange rate or relative exchange characteristics by a devaluation or revaluation of a currency. These governmental actions could change or interfere with currency valuations and may cause foreign exchange rates to fluctuate more than would otherwise occur in response to economic forces, as well as in response to the movement of currencies across borders.

Foreign exchange fluctuations between your home currency and the currency in which payment under the Securities is due may affect you where you intend to convert gains or losses from the exercise or sale of Securities into your home currency and may eventually cause a partial or total loss of your initial investment.

3.11 **There are particular risks relating to 'Dual Currency' Securities**

In the case of any Securities having a Settlement Currency that is different from the Issue Currency, the amount of interest, coupon and/or any settlement amount payable will be determined by reference to an exchange rate, the method of calculation of which will be determined by the Determination Agent.

Where you purchase 'Dual Currency' Securities, you will be exposed to currency risks in addition to the currency risks relating to the Underlying Asset(s) because the value of your Securities may increase or decrease as a result of fluctuations between the Issue Currency (or your home currency) and the Settlement Currency. Foreign exchange fluctuations between your home currency or the Issue Currency and the relevant currency in which the repayment amount of your Securities is denominated may affect you where you intend to convert gains or losses from the exercise or sale of your Securities into your home currency.

Foreign exchange fluctuations between an investor's home currency (or the Issue Currency) and the Settlement Currency may affect investors who intend to convert gains or losses from the exercise or sale of Securities into their home currency and may eventually cause a partial or total loss of the investor's initial investment.

3.12 **There are particular risks relating to CNY**

(a) The Chinese Renminbi is not freely convertible and there are significant restrictions on remittance of Chinese Renminbi into and outside the People's Republic of China

The Chinese Renminbi ("**CNY**") is not freely convertible at present. The government of the People's Republic of China ("**PRC**") continues to regulate conversion between CNY and foreign currencies despite the significant reduction over the years by such government of its control over CNY purchase and sale for routine transactions conducted through current accounts and direct investment, approved securities investment and other finance transactions conducted through capital accounts. The People's Bank of China ("**PBOC**") has established clearing and settlement systems for participating banks in a number of jurisdictions, including Hong Kong, Singapore, Taiwan, Macau, the United Kingdom, France, Germany, Luxembourg, Korea, Qatar, Canada and Australia and is in the process of establishing CNY clearing and settlement mechanisms in other jurisdictions. However, the current size of CNY and CNY-denominated financial assets outside the PRC is limited, and its growth is subject to many constraints imposed by the laws and regulations of the PRC on foreign exchange. There can be no assurance that access to CNY funds for the purposes of making payments under the Securities or generally will remain available or

will not become restricted. The value of CNY against foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and by many other factors. As a result, foreign exchange fluctuations between a purchaser's home currency and CNY may affect you where you intend to convert gains or losses from the sale, exercise or redemption of your Securities into your home currency. Developments and the perception of risks in other countries, especially emerging market countries, may adversely affect the exchange rates of CNY against other foreign currencies.

Furthermore, if the Settlement Currency of your Securities is in CNY and the Determination Agent has determined that an event has occurred that negatively affects the liquidity, convertibility or transferability of CNY in the general CNY exchange market in Hong Kong, then the Issuer's obligations to pay amounts under your Securities in CNY may be replaced with the obligation to pay such amounts in an alternative deliverable currency.

Holders of beneficial interests in Securities denominated in Chinese Renminbi may be required to provide certifications and other information (including Chinese Renminbi account information) in order to receive payments in Chinese Renminbi in accordance with the Chinese Renminbi clearing and settlement system for participating banks in Hong Kong. Payments in CNY will only be made to investors by transfer to a bank account denominated in CNY and maintained in accordance with applicable laws and regulations in Hong Kong. There is no assurance that new PRC regulations will not be promulgated or any settlement agreement on the clearing of CNY business between the People's Bank of China and certain Chinese banks will not be terminated or amended in the future which will have the effect of restricting availability of Chinese Renminbi offshore.

There is only limited availability of Chinese Renminbi outside the PRC, which may affect the liquidity of the Securities and the Issuer's ability to and the terms at which it is able to source Chinese Renminbi outside the PRC to service the Securities.

(b) **CNY settlement disruption**

If the Settlement Currency of the Securities is in CNY and the Determination Agent has determined that a CNY Disruption Event has occurred that negatively affects the liquidity, convertibility or transferability of CNY in the general CNY exchange market in Hong Kong, then the Issuer's obligations to pay amounts under the Securities in CNY may be replaced with the obligation to pay such amounts in an alternative deliverable currency (determined by the Determination Agent acting in good faith and a commercially reasonable manner). Such action could have a material adverse effect on the value of and return on your securities.

3.13 **There are certain risks where your Securities provide for settlement by way of physical delivery of the relevant Underlying Asset(s)**

The following risks apply where your Securities provide for settlement by way of the cash amount otherwise payable being applied by the Issuer to purchase and then physically deliver the relevant Underlying Asset(s) to you. Any of these features could have a negative effect on the value of and return on the Securities.

(a) **Conditions to settlement**

If the Issuer or, in the case of French Securities and French Cleared Securities, the French Issue and Paying Agent determines that you have not satisfied each of the conditions to settlement in full, payment of the amount payable or delivery of the property deliverable to you will not take place until all such

conditions to settlement have been satisfied in full. No additional amounts will be payable to you by the Issuer because of any resulting delay or postponement (provided that this sentence will not apply in respect of Belgian Securities). Furthermore, if you have not fully satisfied each of the conditions to settlement by the 180th calendar day (or such other period as specified in the terms and conditions of the Securities) following the final settlement cut-off date, you will lose your right to claim the delivery entitlement under your Securities or any cash payment, and you shall have no further claim against the Issuer under your Securities.

If the Securities are to be settled by way of physical settlement, the Issuer's obligation to deliver the relevant property is subject to various additional conditions, including, without limitation, your obligation to deliver to the Issuer a delivery entitlement instruction within the prescribed time frame. No delivery will be made in respect of a physically settled Security unless the Issuer has received the required instructions, certifications and information and, where applicable, the relevant Security has been delivered and surrendered in accordance with the terms of the Master Agency Agreement, the terms and conditions of the Securities and the terms of any relevant Global Security.

(b) **Settlement disruption risk**

Certain settlement disruption events may occur which could restrict the Issuer's ability to make payments and/or deliver entitlements (in the case of Securities which provide for settlement by way of physical delivery), and the date of delivery of payments and/or entitlements could be delayed accordingly. In the case of a Security in respect of which physical delivery applies, where the delivery of the relevant entitlement using the method of delivery specified in the terms and conditions of the Securities is or is likely to become impossible or impracticable by reason of a settlement disruption event having occurred and continuing on the physical delivery date, such date will first be postponed and the Issuer also has the right to either (i) deliver some or all of the entitlement using such other commercially reasonable manner as it may select, or (ii) pay an amount in lieu of delivering the relevant entitlement. Such a disruption event and related determinations may have an adverse effect on the value of the relevant Security.

(c) **Entitlement Substitution**

If the terms and conditions of your Securities provide that 'Entitlement Substitution' applies, where the Issuer determines that the relevant property to be delivered is not freely transferable, it is unable to acquire the relevant property or the price has been significantly affected by illiquidity, the Issuer may elect to either (i) substitute the affected entitlement components and deliver substitute assets, or (ii) not deliver the affected entitlement components and to pay an amount in lieu thereof to Holders. This may result in you being exposed to the issuer of the substituted assets (as well as any custodian holding such assets). Also, if the substituted assets are physically delivered upon redemption or cancellation of the Securities, you may not be able to sell such substituted assets for a specific price and, under certain circumstances, the delivered assets may have a very low value and may be worth zero. You may also be subject to documentary or stamp taxes and/or other charges in relation to the delivery and/or disposal of such assets.

3.14 **The terms and conditions of your Securities may be amended by the Issuer without your consent in certain circumstances**

The terms and conditions of the Securities may be amended by the Issuer without the consent of the Holders in any of the following circumstances:

- to cure a manifest or proven error or omission;

- where such amendment will not materially and adversely affect the interests of Holders;
- to correct or supplement any defective provision;
- where the amendment is of a formal, minor or technical nature;
- to comply with mandatory provisions of law; and/or
- (in the case of CREST Securities) any change in CREST Requirements.

In certain other circumstances, the consent of a defined majority of Holders is required.

The terms and conditions of the Securities contain provisions for Holders to call and attend meetings to vote upon such matters or to pass a written resolution in the absence of such a meeting. Resolutions passed at such a meeting, or passed in writing, can bind all Holders, including investors that did not attend or vote, or who do not consent to the amendment.

In respect of French Notes which have a Specified Denomination of at least EUR 100,000 or which can be traded in amounts of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date), the Issuer may modify the Conditions of the Securities without the consent of the Holders to correct a manifest error. When the Final Terms specifies the Masse shall be applicable, the Holders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a Masse, as defined in General Condition 59.3 (*Modifications of French Notes*). Decisions passed by the General Meeting of the Holders will bind all Holders, including Holders who did not attend and vote at the relevant General Meeting and Holders who voted in a manner contrary to the majority. The General Meeting may deliberate on any proposal relating to the modification of the terms and conditions, including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, as more fully described in General Condition 59.3 (*Modifications of French Notes*).

3.15 **There are risks in relation to Minimum Tradable Amounts and minimum Specified Denomination where specified to be applicable**

Where the terms and conditions of your Securities provide for a Minimum Tradable Amount or Specified Denomination consisting of a nominal amount plus one or more integral multiples of another smaller amount, if you hold an amount which is less than the Minimum Tradable Amount or minimum Specified Denomination at the relevant time:

- you will not be able to transfer or sell your holding;
- you may not receive a Definitive Bearer Security in respect of such holding (should Definitive Bearer Securities be printed); and
- you would need to purchase a nominal amount of Securities such that your holding amounts to such Minimum Tradable Amount or minimum Specified Denomination in order to be able to sell or transfer Securities or receive a Definitive Bearer Security.

If Definitive Bearer Securities are issued, you should be aware that those Securities which have a denomination that is not an integral multiple of any minimum denomination may be illiquid and difficult to trade.

Notwithstanding the foregoing, such Securities will only be transferable in accordance with the rules of the relevant clearing system.

You should be aware that Temporary Global Securities will not be exchangeable for Definitive Bearer Securities, unless there is a default of the relevant clearing system and no alternative clearing system is found.

3.16 **Certain specific information in relation to the Securities may not be known at the beginning of an offer period and you will need to make an investment decision without such information**

In relation to Securities which are being offered by way of a public offer, certain specific information relating to the Securities (such as certain amounts, levels, percentages, prices, rates or values (as applicable) used to determine or calculate amounts payable or assets deliverable in respect of the Securities) may not be fixed or determined by the start of the offer. In such case, the terms and conditions of your Securities will provide an indicative amount, an indicative minimum amount, or an indicative maximum amount, or any combination of the foregoing.

The actual amounts, levels, percentages, prices, rates or values (as applicable) will be determined based on market conditions by the Issuer on or around the end of the offer period and may be the same as or different from any indicative amount specified in the terms and conditions of your Securities, provided that such actual amounts will not be less than any indicative minimum amount provided in the terms and conditions of your Securities and will not be more than any indicative maximum amount provided in the terms and conditions of your Securities. Notice of the actual amounts, levels, percentages, prices, rates or values (as applicable) will be published prior to the Issue Date in accordance with the Conditions.

You must make your investment decision in relation to the Securities based on the indicative amounts provided rather than the actual amounts, levels, percentages, prices, rates or values (as applicable), which will only be fixed or determined at the end of the offer period after your investment decision has been made. There is a risk that the indicative amounts will not be the actual amounts, levels, percentages, prices, rates or values (as applicable), and you should assume, for the purposes of evaluating the risks and benefits of an investment in the Securities, that the actual amounts, levels, percentages, prices, rates or values (as applicable) which are fixed or determined at the end of the offer period will be (i) lower than the indicative amount and equal to the minimum amount (where provided and where a higher amount, level, percentage, price, rate or value (as applicable) may lead to a greater return on the Securities) or (ii) higher than the indicative amount and equal to the maximum amount (where provided and where a lower amount, level, percentage, price, rate or value (as applicable) may lead to a greater return on the Securities).

4. RISKS ASSOCIATED WITH SECURITIES LINKED TO ONE OR MORE UNDERLYING ASSET(S)

Securities linked to one or more Underlying Asset(s) have a different risk profile to other unsecured debt securities and a particular issue of Securities may have features which contain particular risks. This section describes the most common features and related additional factors which you should take into account when considering an investment in such Securities. Where your Securities are linked to more than a single class of Underlying Asset(s) (referred to herein as "**Hybrid Basket Linked Securities**"), you should evaluate the risk factors relating to each class of Underlying Asset(s) as described below.

A. Risks associated with Securities linked to one or more Underlying Asset(s)

4.1 **Past performance of an Underlying Asset(s) is not indicative of future performance**

Any information about the past performance of an Underlying Asset(s) should not be regarded as indicative of any future performance of such Underlying Asset, or as an indication of the range of, or trends or fluctuations in, the price or value of such Underlying Asset(s) that may occur in the future. It is not possible to predict the future

value of the Securities based on such past performance. Since a profitable investment may be based on a particular trend or pattern in the performance of the Underlying Asset(s) which has been demonstrated historically, if the actual results are materially different from the historical performance, you may not realise the returns which you expect to receive from investing in the Securities. Furthermore, depending on the pay-out features of your Securities, you may realise a partial or total loss of your investment.

4.2 **You will have no claim against or interest in any Underlying Asset(s)**

The Securities are unsecured, and the Issuer has no obligation to hold the Underlying Asset(s). You will not have any legal or beneficial rights of ownership in the Underlying Asset(s). For example, where the Underlying Asset(s) is a share, you will have no voting rights, no rights to receive dividends or other distributions or any other rights with respect to the Underlying Asset(s). In addition, you will have no claim against any share issuer, index sponsor, fund issuer, fund sponsor or any other third party in relation to an Underlying Asset(s); such parties have no obligation to act in your interests. Accordingly, you may receive a lower return on the Securities than you would have received had you invested directly in the Underlying Asset(s).

4.3 **There are certain risks if you are purchasing Securities for hedging purposes**

If you are intending to purchase Securities as a hedge instrument, you should recognise the complexities of utilising Securities in this manner. Due to fluctuating supply and demand for the Securities and various other factors, there is a risk that the value of the Securities may not correlate with movements of the Underlying Asset(s), and the Securities may not be a perfect hedge for the Underlying Asset(s) or a portfolio containing the Underlying Asset(s). In addition, it may not be possible to liquidate the Securities at a level which reflects the price, level or value of the Underlying Asset(s). Accordingly, you may suffer unexpected losses if you purchase Securities as a hedge instrument.

4.4 **Non-trading days or market disruption events may adversely affect the value of and return on your Securities**

If the Determination Agent determines that a scheduled valuation date falls on a day which is not a scheduled trading day or any other day which is subject to adjustment in accordance with the terms and conditions of the Securities, then the relevant valuation date may be postponed until the next scheduled trading day.

The Determination Agent may determine that the markets have been affected in a manner that prevents it from properly determining the value of an Underlying Asset(s) (and, in the case of a Barclays Index, potentially components thereof) on a scheduled valuation date. These events may include disruptions or suspensions of trading in the markets as a whole. In such case, the valuation date will be postponed and the value of and return on the Securities could be adversely affected.

If any valuation date is postponed to the last possible day and the market disruption event is still occurring on that day or such day is not a trading day, the Determination Agent will nevertheless determine the value of that Underlying Asset(s) (and, in the case of a Barclays Index, potentially components thereof) on such last possible day. Any such determination may negatively impact the value of and return on the Securities.

4.5 **There are particular risks where your Securities are linked, directly or indirectly, to Underlying Asset(s) located in or otherwise exposed to emerging markets**

If your Securities are linked, directly or indirectly, to Underlying Asset(s) issued by issuers in, or comprising assets or constituents located in emerging market jurisdictions, you should be aware that investments linked to emerging markets involve additional risks to those typically seen in more developed markets, including generally

increased volatility, higher likelihood of governmental intervention and the lack of a developed system of law.

Such Securities may also be exposed to the risks of economic, social, political, financial and military conditions in such jurisdictions, including, in particular, political uncertainty and financial instability; the increased likelihood of restrictions on export or currency conversion; the greater potential for an inflationary environment; the possibility of nationalisation or confiscation of assets; the greater likelihood of regulation by national, provincial and local governments, including the imposition of currency exchange laws and taxes; less liquidity in emerging market currency markets as compared to the liquidity in developed markets and less favourable growth prospects, capital reinvestment, resources and self-sufficiency.

There is generally less publicly available information about emerging market issuers and potentially less developed accounting, auditing and financial reporting standards and requirements and securities trading rules. Furthermore, the small size of the securities markets and relative inexperience of local market participants in certain emerging market countries and the limited volume of trading in Securities may make the Underlying Asset(s) illiquid and more volatile than investments in more established markets.

Any or all of the above risk factors could have a negative impact on the value of and return on Securities with exposure to emerging markets.

B. Risks associated with Securities linked to specific types of Underlying Asset(s)

I. Interest rates and constant maturity swap rates

4.6 **There are risks associated with Securities linked to floating rates of interest and constant maturity swap rates**

The performance of floating rates of interest and constant maturity swap rates is dependent upon a number of factors, including supply and demand on the international money markets, which are influenced by measures taken by governments and central banks, as well as speculations and other macroeconomic factors. In recent years, rates have been relatively low and stable, but this may not continue and interest rates may rise and/or become volatile. Fluctuations that have occurred in any rate in the past are not necessarily indicative, however, of fluctuation that may occur in the rate during the term of any Securities. Fluctuations in rates will affect the value of the Securities and may reduce the interest amount payable over the term of the Securities below what was previously expected (and, depending on the terms of the Securities, potentially to zero).

(a) **Temporary disruption of a Reference Rate**

If, on any day on which a floating rate of interest or constant maturity swap rate is to be determined, the relevant reference rate is not available due to a temporary disruption, the Determination Agent shall determine the interest rate using one of a pre-determined set of methodologies to determine a substitute rate, which methodologies will vary depending on the designated maturity of the relevant reference rate itself. It is possible that, following the application of such methodologies, the interest rate could be determined on a different day than originally intended and, ultimately, may be determined by the Determination Agent in its discretion. There is a risk that the determination of the interest rate using any of these methodologies or at the discretion of Determination Agent may result in a lower interest amount payable to you than the use of other methods.

(b) **Discontinuance of a Reference Rate**

If (a) the administrator of the relevant reference rate announces that it has ceased or will cease to provide the reference rate permanently or indefinitely, (b) the central bank for the currency of the reference rate or the regulatory

supervisor, an insolvency official, a resolution authority or a court having jurisdiction over the administrator of the reference rate announces that such administrator has ceased or will cease to provide the reference rate permanently or indefinitely, or (c) the regulatory supervisor of the administrator of the reference rate announces that such reference rate is no longer representative, the Determination Agent shall determine the applicable interest rate using alternative arrangements which will vary depending on the reference rate. See General Condition 9.4(d) (*Floating Rate*). In such case, the Conditions will require the exercise of discretion by the Issuer or the Determination Agent, as the case may be, and the making of potentially subjective judgments (including as to the occurrence or not of any events which may trigger amendments to the Conditions) and/or the amendment of the Conditions without the consent of Holders. The interests of the Issuer or the Determination Agent, as applicable, in making such determinations or amendments may be adverse to the interests of the Holders. See also Risk Factor 6.1 (*Risks associated with discretionary powers, or with respect to certain French Notes, decision-making powers, of the Issuer and the Determination Agent, including in relation to the Issuer's hedging arrangements*).

Where a Pre-nominated Index is specified:

- If a pre-nominated reference rate (the "**Pre-nominated Index**") has been specified in the Final Terms in respect of the discontinued reference rate, the Pre-nominated Index will be substituted for the discontinued reference rate for all purposes of the Securities, and the Determination Agent may adjust any variable described in this Base Prospectus (including, without limitation, any barrier to the reference rate) as, in good faith judgement of the Determination Agent, may be necessary to render the Pre-nominated Index comparable to the discontinued reference rate for the purposes of the Securities.

Where no Pre-nominated Index is specified:

- *Reference Rate other than EONIA, SONIA or USD LIBOR*: If a Pre-nominated Index has not been specified in the Final terms and the reference rate is not Euro Overnight Index Average ("**EONIA**"), Sterling Overnight Index Average ("**SONIA**"), or USD LIBOR, the Determination Agent may identify an alternative rate that it determines represents the same or a substantially similar measure or benchmark as the relevant reference rate, and the Determination Agent may deem that rate (the "**Successor Rate**") to be the reference rate. If a Successor Rate is selected, that Successor Rate will be substituted for the discontinued reference rate, and the Determination Agent may adjust any term of the Securities (including, without limitation, any barrier to the reference rate), as, in the good faith judgement of the Determination Agent, may be necessary to render the Successor Rate comparable to the discontinued reference rate for purposes of the Securities. If no Successor Rate is available, then the Determination Agent will determine the floating rate on each subsequent date of determination using Linear Interpolation. If any of the rates to be used for Linear Interpolation is unavailable, or otherwise the Determination Agent does not determine the Floating Rate of interest, an Additional Disruption Event will be deemed to have occurred and the Determination Agent will adjust, redeem and/or cancel the Securities.

- Reference *Rate is EONIA or SONIA*: If a Pre-nominated Index has not been specified in the Final terms and the reference rate is EONIA or SONIA, the Determination Agent may identify an alternative reference rate that it determines represents the same or a substantially similar measure or benchmark as EONIA or SONIA, and the

Determination Agent may deem that successor reference rate to be the reference rate and adjust any term of the Securities (including, without limitation, any barrier to the reference rate), as, in the good faith judgement of the Determination Agent, may be necessary to render the successor reference rate comparable to the discontinued reference rate for purposes of the Securities. If no successor reference rate is available, or otherwise the Determination Agent does not determine the Floating Rate of interest, an Additional Disruption Event will be deemed to have occurred and the Determination Agent will adjust, redeem and/or cancel the Securities. See also risk factor 4.7 (*The market continues to develop in relation to SONIA, SOFR, €STR and the other risk-free rates*).

- Reference Rate is USD LIBOR: If a pre-nominated Index has not been specified in the Final terms and if the reference rate is USD LIBOR, if a Benchmark Transition Event occurs (meaning effectively that there has been a public announcement by the administrator or relevant regulator that the reference rate will be permanently discontinued or by the relevant regulator that the reference rate is no longer representative), and if the Determination Agent cannot determine the relevant USD LIBOR rate by means of interpolating from other tenors of USD LIBOR, then the next-available replacement option under the terms and conditions will apply to replace the relevant USD LIBOR floating rate under the Securities. In order, these replacement options are as follows:

  (i) if a form of term SOFR has been selected or recommended by the relevant governmental authority, then the replacement rate shall be such term SOFR, together with an adjustment factor;

  (ii) if (i) is not available, if a form of compounded SOFR rate has been selected or recommended by the relevant governmental authority, then the replacement rate shall be such compounded SOFR rate, together with an adjustment factor;

  (iii) if (i) and (ii) are not available, if an alternative rate of interest has been selected or recommended by the relevant governmental authority, then the replacement rate shall be such alternative rate of interest, together with an adjustment factor;

  (iv) if (i), (ii) and (iii) are not available, then the replacement rate shall be the applicable fallback refence rate as determined by the International Swap Dealers Association (ISDA), together with an adjustment factor;

  (v) if (i), (ii), (iii) and (iv) are not available, then the Determination Agent shall determine the replacement reference rate.

  In addition, the terms and conditions of the Securities expressly authorise the Determination Agent to make consequential changes to the terms and conditions with respect to, among other things, the determination of interest periods or interest determination dates, as the case may be, and the timing and frequency of determining rates and making payments of interest.

  The application of a replacement of a USD LIBOR rate under the Securities as described above could result in adverse consequences to the amount of interest payable on the Securities, which could adversely affect the return on, value of and market for the Securities.

Further, there is no assurance that the characteristics of any such replacement rate will be similar to the then-current USD LIBOR rate that it is replacing, or that any such replacement will produce the economic equivalent of the then-current USD-LIBOR rate that it is replacing. See also risk factor 4.7 (The market continues to develop in relation to SONIA, SOFR, €STR and the other risk-free rates).

Any such consequence of a rate discontinuance could have a material adverse effect on the value of and return on the Securities.

4.7 **The market continues to develop in relation to SONIA, SOFR, €STR and the other risk-free rates**

You should be aware that the market continues to develop in relation to risk-free rates, such as the Sterling Overnight Index Average (**SONIA**), the Secured Overnight Financing Rates (**SOFR**) and the euro short-term rate (**€STR**), as reference rates in the capital markets for sterling, U.S. dollar or euro bonds, respectively, and their adoption as alternatives to the relevant interbank offered rates. In addition, market participants and relevant working groups are exploring alternative reference rates based on risk-free rates, including term SONIA, SOFR and €STR reference rates (which seek to measure the market's forward expectation of an average SONIA rate, SOFR or €STR over a designated term).

The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Conditions and used in relation to Securities that reference such risk-free rates issued under this Programme. The Issuer may in the future also issue Securities referencing SONIA, SOFR, €STR or other risk free rates that differ materially in terms of interest determination when compared with any previous SONIA, SOFR, €STR or other risk free rate referenced Securities issued by it under the Programme. The development of risk-free rates for the Eurobond markets could result in reduced liquidity or increased volatility or could otherwise affect the market price of any Securities that reference a risk-free rate issued under the Programme from time to time.

Securities referencing risk-free rates may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for Securities referencing such risk-free rates, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Securities may be lower than those of later-issued indexed debt securities as a result. Further, if the relevant risk-free rates do not prove to be widely used in securities like the Securities, the trading price of such Securities linked to such risk-free rates may be lower than those of securities referencing indices that are more widely used. You may not be able to sell such Securities at all or may not be able to sell such Securities at prices that will provide a yield comparable to similar investments that have a developed secondary market, and an investment in Securities may suffer from increased pricing volatility and market risk.

In addition, risk-free rates may differ from LIBOR, EURIBOR or other interbank offered rates in a number of material respects, including (without limitation) by being backwards-looking in most cases, calculated on a compounded or weighted average basis, risk-free overnight rates, whereas such interbank offered rates are generally expressed on the basis of a forward-looking term and include a risk-element based on interbank lending. As such, investors should be aware that LIBOR, EURIBOR and other interbank offered rates and any risk-free rates may behave materially differently as interest reference rates for the Securities.

Interest on Securities which reference a backwards-looking risk free rate is not determined until the end of the relevant interest calculation period. Therefore, you may be unable to reliably estimate the amount of interest which will be payable on such Securities. Also, some investors may be unable or unwilling to trade such Securities without changes to their information technology or other operational systems, which

could adversely impact the liquidity of such Securities. Further, if the Securities become due and payable under General Condition 51 (*Events of Default*), or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Securities shall be determined by reference to a shortened period ending immediately prior to the date on which the Securities become due and payable or are scheduled for redemption.

In addition, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially compared with the application and adoption of risk-free rates in other markets, such as the derivatives and loan markets. You should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Securities referencing such risk-free rates.

The terms of Securities which reference Compounded Daily SONIA provide that if the SONIA reference rate is not available or has not otherwise been published, the amount of interest payable on such Securities will be determined using the Bank of England's Bank Rate (the "**Bank Rate**") plus the mean of the spread of the SONIA reference rate to the Bank Rate. If these rate and spread calculation provisions of Notes which reference compounded daily SONIA rate set out in this Base Prospectus become applicable, this could result in adverse consequences to the amount of interest payable on such Securities, which could adversely affect the return on, value of and market for such Securities. Further, there is no assurance that the characteristics of the Bank Rate and spread calculation will be similar to, or will produce the economic equivalent of, the SONIA reference rate upon which compounded daily SONIA is based. In addition, if the rate of interest on Securities which reference compounded daily SONIA cannot be determined using the Bank Rate, then the rate of interest will be that determined as at the last preceding Interest Determination Date, which would cause the rate of interest on such Notes to become fixed and could thereby adversely affect the return on, value of and market for such Securities.

II. Common shares, ADRs, GDRs and ETFs

4.8 Risks associated with common shares, ADRs, GDRs and ETFs

(a) **The performance of the Underlying Asset(s) depends on many diverse and unpredictable factors**

The performance of common shares, American Depositary Receipts ("**ADRs**"), Global Depositary Receipts ("**GDRs**") and exchange traded funds ("**ETFs**") is dependent upon (i) macroeconomic factors, such as interest and price levels on the capital markets, currency developments and political factors as well as (ii) company-specific factors such as earnings, market position, risk situation, shareholder structure and distribution policy. Any one or a combination of such factors could adversely affect the performance of the Underlying Asset(s) which, in turn, would have an adverse effect on the value of and return on your Securities.

(b) **Holders of Securities linked to common shares, ADRs, GDRs or ETFs will not participate in dividends or any other distributions (unless otherwise specified to be applicable in the terms and conditions) and the return on the Securities may therefore be lower than holding such Underlying Asset(s) directly**

Unless otherwise specified to be applicable in the terms and conditions, you (as an investor of Securities linked to common shares, ADRs, GDRs or ETFs), will not participate in dividends or any other distributions paid on those common shares, ADRs, GDRs or ETFs. Therefore, the return on the Securities may be lower than holding such Underlying Asset(s) directly.

(c) **The occurrence of an Additional Disruption Event or certain other events in relation to the Underlying Asset(s) may lead to the adjustment or early redemption or cancellation of your Securities or substitution of the Underlying Asset(s)**

If a Merger Event, Tender Offer, Nationalisation, Insolvency, Insolvency Filing or Delisting (all as defined in the terms and conditions of the Securities) occurs in relation to the underlying shares or the issuer of the relevant underlying shares, this will constitute an Additional Disruption Event leading to the adjustment by the Determination Agent of the terms and conditions of the Securities (without the consent of Holders provided that, with respect to French Notes, where the 'Full *Masse*' or 'Contractual *Masse*' is specified as applicable in the Final Terms in accordance with General Condition 59.3 (*Modifications of French Notes*), any amendment to the Conditions may be subject to the prior consent of the General Meeting of the Holders)) or the early redemption or cancellation of the Securities, and for an amount which may be less than you paid for the Securities – see risk factor 3.3 (*Your Securities may redeem or cancel early or may be adjusted by the Determination Agent following an Additional Disruption Event, FX Disruption Event, or early redemption or cancellation for unlawfulness or impracticability*).

If the terms and conditions of your Securities provide that 'Substitution of Shares' applies, the occurrence of any of the events described in the above paragraph or a fund disruption event (in the case of an ETF) or share cancellation in relation to the underlying shares or the issuer of the relevant underlying shares (all as set out in the terms and conditions of the Securities) may cause the replacement of the deliverable shares for substitute shares (as selected by the Determination Agent in accordance with the terms and conditions of the Securities). If there is a substitution of shares, you will be exposed to the issuer of the substituted assets (as well as any custodian holding such assets). If the substituted assets are physically delivered upon redemption or cancellation of the Securities, you may not be able to sell such substituted assets for a specific price and, under certain circumstances, the delivered assets may have a very low value and may be worth zero. You may also be subject to documentary or stamp taxes and/or other charges in relation to the delivery and/or disposal of such assets.

(d) **The occurrence of a Potential Adjustment Event could trigger an adjustment to the terms and conditions of the Securities which may have a negative effect on the value of and return on the Securities**

A Potential Adjustment Event is an event which has a diluting or concentrating effect on the theoretical value of the Underlying Asset. If a Potential Adjustment Event occurs, the Issuer may elect to amend the terms and conditions of the Securities (such amendment to be determined by the Determination Agent without the consent of the Holders, provided that, with respect to French Notes, where the 'Full *Masse*' or 'Contractual *Masse*' is specified as applicable in the Final Terms in accordance with General Condition 59.3 (*Modifications of French Notes*), any amendment to the Conditions may be subject to the prior consent of the General Meeting of the Holders), or to deliver additional Securities or cash to the Holders to account for the diluting or concentrative effect of the event.

Any adjustment made to the terms and conditions of the Securities may have a negative effect on the value of and return on the Securities. Any amount received from the Issuer following an amendment of the terms and conditions of the Securities may be less than your initial investment and could be zero.

(e) **There are particular risks in relation to Securities which provide for physical delivery**

The Securities may include the right of the Issuer, subject to the fulfilment of certain conditions by you as the Holder, to redeem the Securities by applying the cash amount otherwise payable to purchase and then deliver common shares, ADRs, GDRs or shares in the ETF (as applicable) to you rather than pay the cash amount to you. You will therefore be exposed to the issuer of such common shares or shares underlying the ADRs or GDRs (as well as the custodian holding such shares) or the ETF and the risks associated with such assets to be delivered. You may not be able to sell such delivered assets for a specific price after the redemption of the Securities and, under certain circumstances, the delivered assets may have a very low value and may be worth zero. You may also be subject to documentary or stamp taxes and/or other charges in relation to the delivery and/or disposal of such assets.

Additionally, where the property due to be delivered to you would include a fraction of any component comprising the property, you will be entitled to receive an amount in cash in lieu of such fraction as determined by the Determination Agent.

See also risk factor 3.13 (*There are certain risks where your Securities provide for settlement by way of physical delivery of the relevant Underlying Asset(s)*).

4.9 **Additional risks associated with common shares**

The issuer of common shares of a company will not have participated in the offering and issuance of the Securities and none of the Issuer or the Manager(s) will have made any investigation or enquiry in relation to the share issuer for the purposes of the Securities. Therefore, there can be no assurance that all events occurring prior to the Issue Date of the Securities that would affect the trading price of the relevant share(s) will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning the share issuer could affect the trading price of the share and therefore the trading price of the Securities. Also, you should be aware that the issuer of any common shares may or may not take actions in respect of common shares without regard to the interests of Holders and any of these actions could have a negative effect on the value of the Securities.

4.10 **Additional risks associated with depository receipts**

(a) **There is a risk of realising a lower return than the shares underlying the depository receipt**

ADRs are instruments issued in the US in the form of share certificates representing a number of shares held outside the US, in the country where the share issuer is domiciled. GDRs are instruments in the form of share certificates representing a number of shares held in the country of domicile of the share issuer and are usually offered or issued in a country other than the US. The amount you receive on Securities linked to ADRs or GDRs may not reflect the return that you would obtain if you actually owned the shares underlying such ADRs or GDRs because the price of the ADR or GDR may not take into account the value of any dividends or other distributions paid on the underlying shares. Therefore, you may receive a lower return on the Securities than you would have had you invested in the shares underlying such ADRs or GDRs directly.

(b) **There is a risk of non-recognition of beneficial ownership**

The legal owner of the shares underlying the ADRs or GDRs is the custodian bank which is also the issuing agent of the depository receipts. Depending on

the jurisdiction under which the depository receipts have been issued, there is a risk that such jurisdiction does not legally recognise the purchaser of the ADR or GDR as the beneficial owner of the underlying shares. In the event the custodian becomes insolvent or that enforcement measures are taken against the custodian it is possible that an order restricting the free disposition of the underlying shares is issued. In this event the purchaser of an ADR or GDR may lose its rights to the underlying shares under the ADR or GDR and the ADR or GDR could become worthless. As a result, the value of Securities linked to the ADRs or GDRs may be negatively affected and could become worthless.

4.11 **Additional risks associated with exchange traded funds (ETFs)**

(a) **There is a risk of tracking error**

Where your Securities are linked to an interest in an ETF (being a fund, pooled investment vehicle, collective investment scheme, partnership, trust or other similar legal arrangement holding assets, such as shares, indices, bonds, commodities and/or other securities such as financial derivative instruments (for the purposes of this sub-paragraph, "**ETF Reference Asset(s)**") and listed on a recognised exchange) and the investment objective of such ETF is to track the performance of such ETF Reference Asset(s), you are exposed to the performance of such ETF rather than the ETF Reference Asset(s). There is a risk that the ETF may not reflect the actual return you would obtain if you actually owned the ETF Reference Asset(s) underlying the ETF. Accordingly, you may receive a lower return than you would have received had you invested in the ETF Reference Asset(s) underlying such ETF directly.

(b) **There are risks relating to the ETF managers, analytical tools and investments of the ETF**

There is a risk that the ETF managers will not succeed in meeting the investment objectives of the ETF, that any analytical model used thereby will prove to be incorrect and that any assessments of the short-term or long-term prospects, volatility and correlation of the types of investments in which such ETF has or may invest will prove inaccurate, any of which may have a negative effect on the value of and return on the Securities.

(c) **There is a risk of adverse actions by the management company, trustee or sponsor**

The management company, trustee or sponsor of an ETF will have no involvement in the offer and sale of the Securities and accordingly will have no obligation to you as Holder and could take any actions without regard to the interests of Holders. Any such action may have a negative effect on the value of and return on the Securities.

(d) **There is a risk where the relevant ETF invests in financial derivative instruments**

An ETF may invest in financial derivative instruments which expose the ETF and an investor to the credit, liquidity and concentration risks of the counterparties to such financial derivative instruments. This means that, if the relevant counterparties default under any of these financial derivative instruments, the value of the ETF may decline. As a result, the value of and return on the Securities could be adversely affected.

III. Equity indices

4.12 **There are risks of fluctuations and volatility**

Equity indices are composed of a synthetic portfolio of shares. Securities linked to the performance of one or more equity indices provide investment diversification

opportunities, but will be subject to the risk of fluctuations in both equity prices and the value and volatility of the relevant equity index or indices.

4.13 **You may receive a potentially lower return than if you held the underlying shares directly**

The amount payable or property deliverable on any Securities linked to one or more equity indices (which are not dividend indices or which do not otherwise include dividend distributions in their level) may not reflect the return that you would realise if you actually owned the relevant shares of the companies comprising that equity index. This is because the closing index level of such index on any specified valuation date may reflect the prices of such index components without taking into account any dividend payments on those component shares. Accordingly, you may receive a lower return on Securities linked to one or more equity indices than you would have received had you invested directly in those shares.

4.14 **There are risks in relation to a change in composition, methodology or policy used in compiling the index**

The Index Sponsor can add, delete or substitute the components of an index at its discretion, and may also alter the methodology used to calculate the level of the index. These events may have a detrimental impact on the level of the index, which in turn could have a negative impact on the value of and return on your Securities.

4.15 **There are risks in relation to index adjustments events, successor indices, corrections and manifest errors**

If an Index Sponsor makes a material alteration to an index or cancels an index and no successor exists, or fails to calculate and announce the index, the Determination Agent may, if it deems the event to have a material effect on the Securities, calculate the level of the Index as per the previous formula and method (or, in the case of Index Cancellation, replace the Index with a Pre-nominated Index in respect of the cancelled Index, if a Pre-nominated Index is specified) or redeem or cancel the Securities prior to their scheduled maturity or expiry in accordance with the terms and conditions of the Securities, and for an amount which may be less than you paid for the Securities – see risk factor 3.3 (*Your Securities may redeem or cancel early or may be adjusted by the Determination Agent following an Additional Disruption Event, FX Disruption Event, or early redemption or cancellation for unlawfulness or impracticability*).

If an index is calculated by a successor index sponsor, or is replaced by a successor index, the successor index or index as calculated by the successor index sponsor will be deemed to be the index if approved by the Determination Agent. Any such successor index may perform poorly and may result in you receiving less than you otherwise expected.

If a correction to the relevant index is published not less than two exchange business days prior to the next payment date, the Determination Agent will recalculate the amount payable based on the corrected level of the relevant index. If there is a manifest error in the calculation of an index in the opinion of the Determination Agent, the Determination Agent may recalculate the Index based on the formula and method used prior to the manifest error occurring. Any of these events may have an adverse effect on the value of and return on the Securities.

4.16 **The index or any of its underlying components may trade around the clock; however, the Securities may trade only during regular trading hours in Europe**

If the market for the relevant index or any of its underlying components is a global, around-the-clock market, the hours of trading for the Securities may not conform to the hours during which the relevant index or any of its underlying components are traded. Significant movements may take place in the levels, values or prices of the relevant index or any of its underlying components that will not be reflected immediately in the

price of the relevant Securities. Therefore, you may miss the opportunity to realise a short-term gain from such movements by trading in the Securities instead of trading in the relevant index or underlying components directly.

Further, there may not be any systematic reporting of last-sale or similar information for the relevant index or any of its underlying components. The absence of last-sale or similar information and the limited availability of quotations would make it difficult to obtain timely, accurate data about the state of the market for the relevant index or any of its underlying components.

4.17 **There are data sourcing and calculation risks**

The composition of indices is typically recalculated in reliance upon historical price, liquidity and production data that are subject to potential errors in data sources or other errors that may affect the weighting of the index components. Any discrepancies that require revision are not applied retroactively but will be reflected in the weighting calculations of the index for the following year. Index sponsors may not discover every discrepancy. Any such errors or discrepancies may result in the Securities performing less well than they theoretically might have (if all such errors and discrepancies had been discovered earlier).

4.18 **There are risks associated with indices which use a decrement methodology**

If an index has a decrement feature it will replicate the performance of an underlying total return index whilst deducting for a constant performance percentage ("**decrement**") on a daily basis. A decrement feature will therefore act as a drain on the performance of the index, and the index level will not reflect the aggregate performance of the underlying total return index but a lesser amount. Securities linked to an index with a decrement feature will therefore be priced differently to a security linked to a total return index and accordingly the return will differ and may be lower than you would have received had your Securities been linked to the same index but without such feature.

4.19 **Risks associated with Securities linked to dividends of shares comprised in an equity index that is a dividend index**

Where the Securities are linked to dividends of shares comprised in an equity index, you will be exposed to the declaration and payment of such dividends (if any) by the issuers of such shares, and such declaration and payment of dividends (if any) may be subject to the following risks.

(a) **The value of the dividends paid by the individual constituent members of the equity index may be influenced by many factors**

Payments of cash dividends by constituent members of the equity index may be reduced or not made at all due to a variety of independent factors, such as earnings and dividend policy, which could result in a reduction in the value of and return on the Securities.

(b) **Changes to the regulatory and tax environment**

Tax and regulatory decisions may result in reductions in the amount of dividends paid by individual constituent members of the equity index, which may have an adverse effect on the value of the Underlying Asset(s), which in turn could have an impact on the value of and return on your Securities.

(c) **Constituent members of the equity index may not pay dividends in the relevant dividend period at all**

If no dividends are paid by constituent members of the equity index during the relevant dividend period to which the Securities are linked, you could receive no

return on your investment and, in some instances, the Securities may be worth zero.

(d) **Not all dividends paid by constituent members may be reflected in the level of the equity index**

The equity index may only reflect certain types of dividends, such as ordinary unadjusted gross cash dividends and/or withholding taxes on special cash dividends and capital returns as applied to the constituent members and may exclude extraordinary dividends which may, in turn, result in a lower return on the Securities.

IV. **Funds**

4.20 **There are risks associated with funds**

The valuation of a fund is generally controlled by the relevant fund manager or the investment adviser (as the case may be) and the fund administrator. Valuations are performed in accordance with the terms and conditions governing the fund and are subject to applicable laws and regulations. Such valuations may be based upon the unaudited financial records of the fund and any accounts pertaining thereto. Such valuations may be preliminary calculations of the net asset values of the fund and accounts. A fund may hold a significant number of investments which are illiquid or otherwise not actively traded and in respect of which reliable prices may be difficult to obtain. In consequence, the relevant fund manager or the investment adviser may vary certain quotations for such investments held by the fund in order to reflect its judgement as to the fair value thereof. Therefore, valuations may be subject to subsequent adjustments upward or downward. Uncertainties as to the valuation of the fund's underlying fund components and/or accounts may have an adverse effect on the net asset value of the fund where such judgements regarding valuations prove to be incorrect.

A fund, and any underlying fund components in which it may invest, may utilise (inter alia) strategies such as short selling, leverage, securities lending and borrowing, investment in sub-investment grade or non-readily realisable investments, uncovered options transactions, options and futures transactions and foreign exchange transactions and the use of concentrated portfolios, each of which could, in certain circumstances, magnify adverse market developments and losses. Funds, and any underlying fund components in which it may invest, may make investments in markets that are volatile and/or illiquid and it may be difficult or costly for positions therein to be opened or liquidated. No assurance can be given relating to the present or future performance of any fund and any underlying fund component in which it may invest. The performance of each fund and any underlying fund component in which it may invest is dependent on the performance of the fund manager in selecting underlying fund components and the management of the relevant underlying fund component. No assurance can be given that such managers will succeed in meeting the investment objectives of the fund, that any analytical model used thereby will prove to be correct or that any assessments of the short-term or long-term prospects, volatility and correlation of the types of investments in which a fund has or may invest will prove accurate.

4.21 **There are risks associated with funds as Underlying Asset(s)**

Funds may be subject not only to market price fluctuations, but also to numerous other factors that may trigger a Fund Event (as described below), the consequences of which will be set out in the terms and conditions of the Securities. If so specified in the terms and conditions of the Securities, in the event of certain occurrences in respect of a Fund, including, but not limited to, a change in the Fund Manager, investment guidelines, strategy, policy, asset allocation methodology or risk profile of a Fund, the insolvency of the Fund or its Fund Manager, a change in the dealing terms, valuation methodology and/or practice of publication of information which impairs the Determination Agent's ability to determine the net asset value of the Fund, or (in

relation to non-Belgian Securities only) any changes in law, regulation, taxation or accounting practice in relation to the Fund that adversely affects the Issuer's or its Affiliates' hedging arrangement (each a "**Fund Event**"), the Determination Agent may replace the original fund (the "**Original Fund**") with an alternative investment fund (a "**Replacement Fund**"). Such substitution would change the profile and composition of the Fund Linked Securities.

Instead of substitution, the Determination Agent may determine that the Issuer shall take certain remedial actions following the occurrence of a Fund Event, such as the early redemption or cancellation of the Securities or monetisation of the Securities. Where the Securities are early redeemed or cancelled, you will receive an early cash settlement amount (the method of determination of which will be specified in the terms and conditions of the Securities) on a date prior to the scheduled maturity or expiry date of the securities and will not receive further payments originally provided for under the terms and conditions of the Securities. Where the Securities are monetised, all future and contingent payments under the Securities will be indefinitely suspended and you will instead receive on the scheduled settlement date the "monetised value" of the underlying Fund plus interest accrued on such monetised value from the date on which the Determination Agent determines that the Securities shall be monetised up to the scheduled settlement date. Early redemption or cancellation of the Securities or 'monetisation' of the Securities may cause you to receive a lesser return (if any) on the Securities than otherwise anticipated.

You should review the related Fund Documents, including the description of risk factors contained therein, prior to making an investment decision regarding any Fund Linked Securities. However, neither the Issuer nor any of its Affiliates takes any responsibility for the Fund Documents. Such Fund Documents will include more complete descriptions of the risks associated with investments that the relevant Fund intends to make. Any investment decision must be based solely on information in the Fund Documents, this Base Prospectus, the terms and conditions of the Securities and such investigations as the investor deems necessary, and consultation with the investor's own legal, regulatory, tax, accounting and investment advisers in order to make an independent determination of the suitability and consequences of an investment in the Fund Linked Securities. Any information provided by the Issuer upon request shall not form the primary basis of any investment decision.

4.22 **There are additional considerations associated with funds as Underlying Asset(s)**

(a) Exposure to a Fund's underlying fund components

Your returns will depend on the performance of the Fund(s) to which the Fund Linked Securities are linked. There can be no assurance that the Fund will generate returns or revenues sufficient to ensure timely payment of all or any amounts due on such investments, if at all. You should, together with your professional advisers, carefully consider, in general, the risks related to investments in fund(s).

(b) Trading limitations and frequency

Suspensions or limits for securities listed on a public exchange could render certain strategies followed by a Fund difficult to complete or continue. The frequency of a Fund's trading may result in portfolio turnover and brokerage commissions that are greater than other investment entities of similar size.

(c) Fund leverage

Each Fund Manager may employ leverage separate and in addition to any leverage employed by an issuer of any product or security referred to herein. The leverage used by any Fund may include the use of borrowed funds, repurchase agreements, swaps and options, as well as other derivative transactions. While such strategies and techniques may increase the opportunity

to achieve higher returns on the amounts invested, they may also increase the risk of loss.

(d) Reliance on trading models

Some of the strategies and techniques used by the relevant Fund Manager may employ a high degree of reliance on statistical trading models developed from historical analysis of the performance or correlations of certain companies, securities, industries, countries, or markets. There can be no assurance that the historical performance that is used to determine such statistical trading models will be a good indication of future performance of the Fund(s). If future performance or such correlations vary significantly from the assumptions in such statistical models, then the relevant Fund Manager may not achieve its intended results or investment performance.

(e) Diversification

Certain funds, and/or Securities may provide diversification through investments in a variety of funds. This is intended to reduce the exposure to adverse events associated with specific companies, securities, markets, countries or strategies. However, the number of investments held by each Fund may be limited. Furthermore, each of the Funds may hold similar investments or follow similar investment strategies.

(f) Illiquidity of fund investments

The net asset value of a fund will fluctuate with, among other changes, changes in market rates of interest, general economic conditions, economic conditions in particular industries, the condition of financial markets and the performance of a fund's underlying. Investments by a fund in certain underlying fund components will provide limited liquidity. Interests in fund(s) are generally not freely transferable and in many cases are not registered under the Securities Act, and, therefore, may not be sold or transferred unless they are subsequently registered under the Securities Act or an exemption from registration is available. Additionally, funds may be subject to certain transfer restrictions, including, without limitation, the requirement to obtain the Fund Manager's consent (which may be given or withheld in its discretion). Furthermore, the relevant Fund Documents typically provide that interests therein may be voluntarily redeemed only on specific dates of certain calendar months, quarters or years and only if an investor has given the requisite number of calendar days' prior notice to the Fund Manager. Many funds also reserve the right to suspend redemption rights or make in kind distributions in the event of market disruptions. A fund is likely to retain a portion of the redemption proceeds pending the completion of the annual audit of the financial statements of such fund, resulting in considerable delay before the full redemption proceeds are received. Such illiquidity may adversely affect the price and timing of any liquidation of a fund investment entered into by the Issuer for the purposes of hedging that is necessary to meet the requirements of any investment guidelines or tests that the Issuer may have requested. Also, limited liquidity increases the risk that the Issuer may be unable to meet its current obligations during periods of adverse general economic conditions, and insufficient liquidity during the final liquidation of assets of the fund may cause you (as an investor in Fund Linked Securities) to receive any final distribution after the relevant interest payment dates or redemption date.

(g) Fund underlying fund components and Fund managers

None of the Issuer, the Determination Agent or any of their Affiliates will have any obligation to monitor the performance of a Fund or Fund Basket or the actions of any Fund Managers. Nonetheless, if the Determination Agent becomes aware of the materialisation of certain risks concerning the Fund Managers or the strategy profile, dealing terms or valuation of the Fund or Fund

Basket, the Issuer may, at the determination of the Determination Agent, declare that a Fund Event has occurred. See sub-paragraph (j) (*Fund Event*) below in respect of the consequences of a Fund Event.

(h) Roles of Issuer

If the Issuer acts as a hedge counterparty or leverage provider to any Fund, it will have no obligation to consider the interests of any investor in that Fund nor any investor in Fund Linked Securities in connection with the actions that the Issuer may take in such capacities.

(i) Dependence on the expertise of key personnel

The performance of any Fund will depend greatly on the experience of the investment professionals associated with the relevant Fund Manager, none of whom may be under any contractual obligation to continue to be associated with such Fund or Fund Manager for any length of time. The loss of one or more of such individuals could have a material adverse effect on the performance of such Fund.

(j) Fund Event

The occurrence of Fund Events may give rise to an adjustment, monetisation or early redemption or cancellation of the Fund Linked Securities. Such Fund Event may result in you receiving less than the original investment amount or, if a substitution is provided for, may result in a change in the profile and composition of the Fund Linked Securities.

(k) Correlation between Fund Linked Securities and Fund Shares

No assurance is or can be given that the value of the Fund Linked Securities will correlate with movements in the value of the Fund Shares. Prior to the interest payment dates or redemption date, it may not be possible to sell the Fund Linked Securities at a price which correlates with the value of Fund Shares.

(l) Hedging Provider

The Issuer and its Affiliates may, but are not obliged to, hedge any Fund Linked Securities. The decision to hedge is in the sole discretion of, or with respect to French Notes, pertains solely to, the Issuer and its Affiliates and the Issuer may commence, or, once commenced, suspend or cease to hedge, at any time as it may solely determine. If the Issuer decides to hedge its position through a derivative with a counterparty (a "**Hedging Provider**") and such Hedging Provider holds any shares, interests or units of the Fund, the Issuer may exercise its rights with respect to such shares, interests or units (including, without limitation, any voting rights) without considering and, in certain circumstances, contrary to the interests of investors of any Securities linked to such Fund. You (as a Holder of a Fund Linked Security) do not have any rights or claims with respect to the Fund Shares. The Issuer, any Hedging Provider or their Affiliates may have banking or other commercial relationships with the Fund or a Fund Services Provider and may engage in proprietary trading in the Fund Shares or any securities or other assets underlying such Fund Shares or options, futures, derivatives or other instruments relating to the Fund Shares or the Underlying Asset(s) and securities (as applicable). Such trading and relationships may adversely affect the price of the Fund Shares and, consequently, the amounts payable or deliverable under the Fund Linked Securities. Such trading may be effected at any time, including or near any valuation date or reference date.

(m) Participation

If the participation is set below 100 per cent (as specified in the terms and conditions of the Securities), the notional exposure to the Fund(s) and the

participation in the performance of the Fund Shares will be limited to such lower percentage, thereby reducing any gains (or where applicable, losses).

4.23 **In certain circumstances the net asset value of underlying Fund Shares may be written down to zero for the purposes of the Securities and payment dates under your Securities may be postponed for up to 180 days without compensation**

If your Securities are linked to one or more Fund Shares (whether such Securities are (i) Fund Linked Securities or Hybrid Basket Linked Securities or (ii) Barclays Index Linked Securities subject to the Fund Component Linked Conditions), the net asset value of each Fund Share may be adjusted by reference to the amount of cash proceeds received by a hypothetical investor (if the Securities are not Belgian Securities) or any actual investor (if the Securities are Belgian Securities) who directly invests in such Fund Share upon its redemption. In other words, if the amount of cash proceeds received by such investor is lower than the net asset value published by the Fund Services Provider, the Determination Agent will write down the net asset value of such Fund Share for the purpose of calculating any amount otherwise payable under your Securities. In the most extreme scenario, the net asset value of such Fund Share may be written down to zero. This would have a material adverse effect on the value of and return on your Securities.

Furthermore, (where the Securities are not Belgian Securities) the Issuer may postpone the date for payment of any Interest Amount, Autocall Cash Settlement Amount, Final Cash Settlement Amount or other amount payable under the Securities for up to 180 calendar days (or any alternative extension period as specified in the Final Terms) plus three business days (or any alternative settlement period as specified in the Final Terms) in the event that the hypothetical investor is unable to receive the redemption cash proceeds in full from the relevant Fund. No compensation will be provided to you by the Issuer for any such delay. A lengthy delay in any payment date under the Securities may lock up your investment capital and materially prejudice your financial planning.

V. Foreign exchange rates

4.24 **There are risks in relation to foreign exchange rates**

Securities will be exposed to the performance of such foreign currency or currencies (including if applicable, the relative performance of the Settlement Currency under the Securities and the currency in which the Securities are denominated and/or the currency of the Underlying Asset(s)).

You should be aware that foreign exchange rates are highly volatile and are determined by various factors, including supply and demand for currencies in the international foreign exchange markets, economic factors including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility, safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks. Such measures include, without limitation, imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates as well as the availability of a specified currency.

You should also see risk factor 3.10 (*There are foreign exchange risks where the terms and conditions of your Securities provide that payment under the Securities will be made in a currency which is different from the currency of the Underlying Asset(s) and/or different from your home currency, or are subject to a foreign exchange conversion*).

4.25 **Determinations of FX Rates, Spot Rates and Conversion Rates by the Determination Agent could adversely affect the value of and return on your Securities**

Where the performance of an Underlying Asset is calculated by reference to a Spot Rate, the Determination Agent will determine the Spot Rate at the relevant time and on the relevant day in accordance with foreign exchange transactions for such foreign exchange rates, rather than by reference to a published rate on recognised information services. In the case of Securities having a Settlement Currency that is different from the Issue Currency, the Conversion Rate used to convert amounts calculated in the Issue Currency into the Settlement Currency will be determined by the Determination Agent. The exercise of any determination by the Determination Agent in determining the FX Rate, Spot Rate or Conversion Rate could adversely affect the value of and return on your Securities.

You should note that the Issuer is a dealer in foreign exchange and certain of its Affiliates are regular participants in the foreign exchange markets and in the ordinary course of their business may effect transactions for their own or for the account of their customers and hold long and short positions in currencies and related derivatives, including in the currencies of the relevant FX Rate(s). Such transactions may affect the relevant FX Rate(s), Spot Rate(s) or Conversion Rate(s), the market price, liquidity or value of your Securities and could be adverse to your interests. No Affiliate of the Issuer has any duty to enter into transactions in a manner which is favourable to Holders. See risk factor 6 (*RISKS ASSOCIATED WITH CONFLICTS OF INTEREST AND DISCRETIONARY POWERS OF THE ISSUER AND THE DETERMINATION AGENT*).

4.26 **The occurrence of FX Disruption Events (FX) may lead to a postponement of valuation and payment and /or alternative valuation, either of which could have an adverse effect on the value of and return on your Securities**

If one or more FX Disruption Events (FX) occurs at any time and is continuing, the Determination Agent may, in case of a Price Source Disruption (FX) only, specify and adopt an alternate fallback price source, obtain and use quotations provided by leading dealers in foreign exchange markets, postpone the relevant Rate Calculation Date in respect of which the Price Source Disruption (FX) occurred and/or specify and adopt a replacement of any one or more relevant currencies, in the order specified in the terms and conditions of your Securities. In the case of any other FX Disruption Event (FX), the Determination Agent may (i) adjust any Rate Calculation Date, Interest Payment Date, Coupon Payment Date, Autocall Settlement Date, Scheduled Settlement Date and/or other relevant date for the calculation and payment of any FX Linked Amount(s), and/or (ii) treat the relevant FX Disruption Event (FX) as if an Additional Disruption Event had occurred in respect of the Security for the purposes of exercising any applicable rights under the terms and conditions.

Any consequential postponement of, or any alternative provisions for, valuation of any FX Linked Amounts provided in the terms and conditions of your Securities, including a determination of the value of any Underlying Asset by the Determination Agent in its reasonable commercial discretion, may have an adverse effect on the value of and return on your Securities.

You should also read risk factor 3.3 (*Your Securities may redeem or cancel early or may be adjusted by the Determination Agent following an Additional Disruption Event, FX Disruption Event, or early redemption or cancellation for unlawfulness or impracticability*).

VI. Barclays Indices

4.27 **Index disruption in relation to the Barclays Index**

Where the Determination Agent has determined that a day on which a valuation or determination is to be made in respect of any Barclays Index is a Disputed Day or an Index Adjustment Event (as the case may be) has occurred, the relevant Index Sponsor has failed to publish the level of the Barclays Index on a valuation date or reference date (as the case may be), any such determination may have an effect on the timing of valuation and, consequently, may adversely affect the value of the Barclays Index, the Final Cash Settlement Amount and the value of the Barclays Index Linked Securities. You should review the Conditions of the Barclays Index Linked Securities to ascertain how such provisions apply to your Securities.

4.28 **Adjustments, suspension and termination of the Barclays Index**

While the Index Sponsor currently employs the methodology ascribed to the Barclays Index (and application of such methodology shall be conclusive and binding), no assurance can be given that market, regulatory, juridical, financial, fiscal or other circumstances (including, but not limited to, any changes to or any suspension or termination of or any other events affecting any constituent within the Barclays Index) will not arise that would, in the view of the Index Sponsor, necessitate an adjustment, modification or change of such methodology. The Index Sponsor may, in accordance with the rules of the relevant Barclays Index, adjust the composition or calculation methodology of a Barclays Index and it may also, in its sole and absolute discretion, at any time and without notice, adjust, suspend or terminate the Barclays Index. A Barclays Index may also be substituted for another index in certain circumstances. Such actions may negatively affect the value and performance of the Barclays Index Linked Securities. Further, the Index Sponsor outsources the calculation of the Barclays Index to an external Index Calculation Agent. There could be no assurance that the Index Calculation Agent will calculate the Barclays Index accurately and in a punctual manner. If the Index Calculation Agent fails to calculate the Barclays Index for whatever reason, the Index Sponsor will not be in the position to publish and announce the Barclays Index level on certain days.

4.29 **Impact of Brexit and the Benchmarks Regulation**

Barclays Bank PLC is the Index Sponsor of the Barclays Indices. The Index Sponsor is currently registered with the ESMA as an index administrator and appears on the public register of benchmark administrators maintained by the ESMA pursuant to the Benchmarks Regulation. By virtue of such registration, each Barclays Index may be referenced as a reference asset of securities distributed in the European Union. Nonetheless, as a company established in the United Kingdom, the registration status of the Index Sponsor may be subject to change upon the expiry of the implementation period of EU legislation as provided under the Withdrawal Agreement between the United Kingdom and the European Union (which is 31 December 2020 if the Withdrawal Agreement is not extended). If no transitional arrangement is agreed between the United Kingdom and the European Union in respect of the preservation of the registration status of UK-incorporated benchmark administrators beyond the implementation period, there will be a risk that the Index Sponsor will lose its registration status under the Benchmarks Regulation. In this event, the Index Sponsor will become a third-country administrator.

Pursuant to the Amendment Regulation of 8 November 2019 to the Benchmarks Regulation, benchmarks administered by third-country administrators may only be used in the European Union up to 31 December 2021. Beyond this date, such third-country benchmarks may only be used in the European Union if the relevant benchmark administrators are allowed to access the European Union via the 'equivalence', 'recognition' or 'endorsement' procedures under the Benchmarks Regulation. The fact that a UK-incorporated administrator has been registered with the ESMA prior to 31 December 2020 does not necessarily imply that it will be given automatic access to the European Union under any of these procedures. In other words, there is a risk that the Index Sponsor may not be able to obtain access via any of the prescribed procedures for the Barclays Indices to be used in the European Union legally beyond 31 December 2021.

Pursuant to the terms and conditions of the Barclays Index Linked Securities, an Administrator/Benchmark Event will occur if the Index Sponsor ceases to be registered with the ESMA or if the Index Sponsor fails to be given access to the European Union as a third-country administrator. When an Administrator/Benchmark Event occurs, unless a Pre-nominated Index is specified in the Final Terms (in which event the Barclays Index will be replaced by the Pre-nominated Index with necessary adjustments), your Securities will be early redeemed or cancelled. Following early redemption, you may receive an Early Cash Settlement Amount instead of the return contemplated under the terms and conditions of the Barclays Index Linked Securities. Further, you will lose the opportunity to receive further return on your investments in the Barclays Index Linked Securities.

You should note that the provisions regarding Administrator/Benchmark Event will apply irrespective of which jurisdiction the Barclays Index Linked Securities are initially sold in or which jurisdiction any individual holder is a resident of. In other words, even though the Barclays Index Linked Securities are predominantly held by investors outside the European Union, an Administrator/Benchmark Event may still be triggered if the Index Sponsor loses its registration status or if it is unable to gain access to the European Union as a third-country administrator.

4.30 **Certain additional risk factors associated with the Barclays Index**

Fluctuations in the value of the Barclays Index (including the prices of any component of the Barclays Index) will affect the value of the Barclays Index Linked Securities.

The return on the Barclays Index Linked Securities is dependent upon the level of the Barclays Index as compared to a specified level of the Barclays Index at the Trade Date. Investors will not benefit from any increase in the value of the Barclays Index if such increase is not reflected in the value of the Barclays Index on the applicable valuation date or reference date. An investment in a Barclays Index through a Security linked to such Barclays Index may yield lower return than a direct investment in the Components constituting such Barclays Index since fees, costs and commissions are deductible and an investment in a Barclays Index may be taxed differently to a direct investment in the Components.

Prospective investors in the Barclays Index Linked Securities should not take the past performance of the Barclays Index as an indication of the future performance of the Barclays Index during the term of the Barclays Index Linked Securities. The actual performance of the Barclays Index or any of its components over the term of the Barclays Index Linked Securities, as well as the amount payable upon redemption, may bear little relation to the historical values of the Barclays Index or the Components of it, which in most cases have been highly volatile. In particular, past performance may be simulated past performance (including back-testing) which may involve the use of proxy or substitute index constituents or index methodology adjustments where necessary. Such back-testing may be based on estimates or assumptions not used by the Index Sponsor when determining the level of the Barclays Index.

An investment in the Barclays Index Linked Securities should only be made after assessing the direction, timing and magnitude of potential future changes in the value of the Barclays Index, and/or the composition and method of calculation of the Barclays Index, as the return of any such investment will be dependent upon such changes. More than one risk factor may have simultaneous effect with regard to the Barclays Index Linked Securities such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Barclays Index Linked Securities.

4.31 **Potential conflicts of interest**

All Barclays Indices are administered by the Index Sponsor. Barclays Index Administration ("**BINDA**") is a separate function within Barclays Bank PLC responsible for the day-to-day governance of Barclays Bank PLC's administration activities and its responsibilities as the administrator. BINDA operates independently from Barclays Bank PLC's sales, trading, structuring departments and investment managers. Notwithstanding the foregoing, potential conflicts of interest may exist where: (i) Barclays acts in multiple capacities with respect to a particular Barclays Index, including but not limited to functioning as index sponsor, index administrator, licensing agent, and/or publisher; (ii) sales, trading or structuring desks in Barclays Investment Bank launch products linked to the performance of a Barclays Index, which are typically hedged by Barclays' trading desks. In hedging an index, a trading desk may purchase or sell constituents of that index. These purchases or sales may affect the prices of the index constituents which could in turn affect the level of that index; and (iii) Barclays may use price contributions from trading desks in Barclays Investment Bank as a pricing source for a Barclays Index.

The Index Sponsor and/or its Affiliates may have banking or other commercial relationships with third parties in relation to the Barclays Index, and may engage in proprietary trading in the Barclays Index or options, futures, derivatives or other instruments relating to the Barclays Index (including such trading as the Index Sponsor and/or its Affiliates deem appropriate in their sole and absolute discretion to hedge their market risk on any such other transactions that may relate to any Barclays Index between the Index Sponsor and/or its Affiliates and third parties), and such trading may adversely affect the level of such Barclays Index, which could in turn affect the return on and value of the Barclays Index Linked Securities. The role played by the Index Sponsor whereby it can exercise the kinds of discretion described above and its proprietary trading or other relationships described above could present it with a conflict of interest and such conflict may have an impact, positive or negative, on the value of the Barclays Index Linked Securities.

The Issuer, the Determination Agent and their respective subsidiaries or Affiliates may from time to time engage in purchase, sale or other transactions involving assets that are components of the Barclays Index for their proprietary accounts and/or for accounts under their management and/or clients. Such transactions may have a negative effect on the value of such assets and consequently on the value of the Barclays Index Linked Securities.

In addition, the Issuer, the Determination Agent and their respective subsidiaries or Affiliates may from time to time act in other capacities with regard to components of the Barclays Index (such as in an agency capacity and/or as the determination agent) and may issue other competing financial instruments in respect of the components and the introduction of such competing financial instruments may affect the value of the Barclays Index Linked Securities.

The Issuer, the Determination Agent and their subsidiaries or Affiliates may also (i) act as underwriter or financial adviser in connection with future offerings of shares or other securities of the issuers of any securities comprising the components, their respective subsidiaries or Affiliates and/or (ii) act in a commercial banking capacity for the issuer in relation to any other related security.

Certain Affiliates of the Issuer may from time to time, by virtue of their status as underwriter, adviser or otherwise, possess or have access to information relating to the Barclays Index Linked Securities, the Barclays Index and any derivative instruments referencing them. Such Affiliates will not be obliged to, and will not, disclose any such information to an investor in the Barclays Index Linked Securities.

Such activities could be conducted in circumstances where the interests of Holders may be in conflict with the interests of the Issuer, the Determination Agent or those of any of their subsidiaries or Affiliates and such transactions and activities may adversely affect the value of the Barclays Index Linked Securities. The Issuer, the Determination

Agent and their respective subsidiaries and Affiliates owe no duty or responsibility to any Holder (or any other party) to avoid such conflicts.

The Issuer and any of its Affiliates may effect transactions for its own account or for the account of its customers. Such activity may or may not have an impact on the value of the Barclays Index Linked Securities but all persons reading this document should be aware that a conflict of interest could arise where anyone is acting in more than one capacity, and such conflict may have an impact, positive or negative, on the value of the Barclays Index Linked Securities. Any hedge or Barclays Index positions the Issuer holds are the proprietary trading positions of the Issuer and shall not be accountable to the investors of the Barclays Index Linked Securities or any other party. The Issuer and its Affiliates have no duty to consider the circumstances of any person when participating in such transactions or to conduct themselves in a manner that is favourable to anyone with exposure to the Barclays Index Linked Securities. For reasons of client confidentiality and the management of its own business, the Issuer and its Affiliates will not disclose any such activities or information.

See also See risk factor 6 (*RISKS ASSOCIATED WITH CONFLICTS OF INTEREST AND DISCRETIONARY POWERS OF THE ISSUER AND THE DETERMINATION AGENT*).

4.32 **Index adjustments in relation to the Barclays Index**

Where there is a material change in the formula or method for calculating the Barclays Index or the Barclays Index is permanently cancelled without a successor being determined or there is a failure to calculate and announce the Barclays Index the Determination Agent may determine a level of the Barclays Index for such day. Such a determination may be different to the level of the Barclays Index published by the Index Sponsor for such day.

Any such determination may have an effect on the Final Cash Settlement Amount payable on the Barclays Index Linked Securities and their market value or trading price (if any) prior to expiration.

Prospective investors may therefore receive an amount that is different from an amount that would have been received if levels of the Barclays Index published by the Index Sponsor were used for the purpose of their Securities. Prospective investors should review the Conditions and the Final Terms to ascertain how such provisions apply to their Securities.

If the Determination Agent determines that it is unable to calculate the Barclays Index, it may deem such adjustment event to be an Additional Disruption Event, if applicable.

4.33 **Risks relating to *force majeure* events**

It should be noted that the Barclays Index may be subject to certain events or circumstances (including, without limitation, a systems failure, natural or man-made disaster, act of God, armed conflict, act of terrorism, riot or labour disruption or any similar intervening circumstance) that are beyond the reasonable control of the Index Sponsor and that affect the Barclays Index and/or any Component thereof. The consequences of the occurrence of a *force majeure* event may have a negative impact on the Barclays Index.

4.34 **Risk factors relating specifically to exchange rates as a Component of the Barclays Index**

Fluctuations in exchange rates of the relevant currency (or basket of currencies) which comprise the Components of the relevant Barclays Index will affect the value of the Barclays Index Linked Securities. Furthermore, investors who intend to convert gains or losses from the redemption, exercise or sale of Barclays Index Linked Securities into their home currency may be affected by fluctuations in exchange rates between their home currency and the relevant currency (or basket of currencies). Currency values

may be affected by complex political and economic factors, including governmental action to fix or support the value of a currency (or basket of currencies), regardless of other market forces. Depending on their terms, investors in some Barclays Index Linked Securities may risk losing their entire investment if exchange rates of the relevant currency (or basket of currencies) move sufficiently in an unanticipated direction.

Where the Barclays Index Linked Securities are denominated in an emerging market currency or linked to one or more emerging market currencies, such emerging market currencies can be significantly more volatile than currencies of more developed markets. Emerging market currencies are highly exposed to the risk of a currency crisis happening in the future and this could trigger the need for the Determination Agent to make adjustments to the terms and conditions of the Barclays Index Linked Securities. Governments have imposed from time to time, and may in the future impose, exchange controls that could also affect the availability of a relevant currency. Even if there are no actual exchange controls, it is possible that a relevant currency would not be available when payments on the relevant Barclays Index Linked Securities are due.

Pursuant to the Barclays Index Linked Conditions, the Determination Agent has particular discretion to make determinations in respect of the occurrence of a Disrupted Day and/or Index Adjustment Event and the consequences in respect thereof. Investors should read the Barclays Index Linked to understand the effect of any such exercise of discretion on their Securities.

4.35 **Risk factors relating specifically to Components exposed to emerging markets**

A Barclays Index may be constituted by Components which are exposed to one or more emerging markets, including, but not limited to, exchange rates for local currency, rates of inflation, interest rates or bonds issued by sovereign, government, quasi-government or corporate issuers.

An investment in a Barclays Index Linked Security that provides exposure to emerging markets present risks that may not be present in an investment providing exposure to developed markets. Such risks may relate to the economic, social, political, financial and military conditions in the relevant emerging markets. To name a few notable examples, emerging markets often demonstrate elevated risks associated with (i) political uncertainty and financial instability, (ii) the increased likelihood of restrictions on export or currency conversion in the emerging markets, (iii) the greater potential for an inflationary environment in the emerging markets, (iv) the possibility of nationalisation or confiscation of assets, (v) the greater likelihood of regulation by the national, provincial and local governments of the emerging market countries, including the imposition of currency exchange laws and taxes, and (vi) less liquidity in emerging market currency markets as compared to the liquidity in developed market currency markets.

The exchange rates for currencies of emerging markets may be more volatile than those of developed markets and may be affected by political and economic developments in different ways than developed markets. Moreover, the emerging market economies may differ favourably or unfavourably from developed market economies in a variety of ways, including growth of gross national product, rate of inflation, capital reinvestment, resources and self-sufficiency.

In light of the heightened risks relating specifically to Components exposed to emerging markets, investors of Barclays Index Linked Securities with such Components are more likely to experience greater fluctuations in the market values of their Securities.

4.36 **Risk factors relating specifically to shares as a Component of a Barclays Index**

The performance of share Components in a Barclays Index is unpredictable. It depends on financial, political economic and other events as well as the share issuers, earning,

market position, risk situation and shareholder structure and distribution. Please refer to the risk factors set out in Part II (*Common shares, ADRs, GDRs and ETFs*) above before making any investment decision in respect of a Barclays Index Linked Security referencing a Barclays Index with share Components.

4.37 **Risk factors relating specifically to commodities as a Component of a Barclays Index**

The underlying Barclays Index of a Barclays Index Linked Security can reference a single or a selection of futures contracts or reference commodity indices, or any combination of such products.

A commodity index is composed of one or more futures contracts on physical commodities. Futures contracts on physical commodities and commodity indices are traded on regulated futures exchanges, and physical commodities and other derivatives on physical commodities and commodity indices are traded in the over-the-counter market and on various types of physical and electronic trading facilities and markets. An exchange-traded futures contract provides for the purchase and sale of a specified type and quantity of a commodity or financial instrument during a stated delivery month for a fixed price. A futures contract on an index of commodities provides for the payment and receipt of cash based on the level of the index at settlement or liquidation of the contract. A futures contract provides for a specified settlement month in which the cash settlement is made or in which the commodity or financial instrument is to be delivered by the seller (whose position is therefore described as 'short') and acquired by the purchaser (whose position is therefore described as 'long').

There is no purchase price paid or received on the purchase or sale of a futures contract. Instead, an amount of cash or cash equivalents must be deposited with the broker as 'initial margin'. This amount varies based on the requirements imposed by the exchange clearing houses, but may be lower than 5 per cent of the notional value of the contract. This margin deposit provides collateral for the obligations of the parties to the futures contract.

By depositing margin, which may vary in form depending on the exchange, with the clearing house or broker involved, a market participant may be able to earn interest on its margin funds, thereby increasing the total return that it may realise from an investment in futures contracts. The market participant normally makes to, and receives from, the broker subsequent daily payments as the price of the futures contract fluctuates. These payments are called 'variation margin' and are made as the existing positions in the futures contract become more or less valuable, a process known as 'marking to the market'.

Futures contracts are traded on organised exchanges, known as 'designated contract markets' in the United States. At any time prior to the expiration of a futures contract, subject to the availability of a liquid secondary market, a trader may elect to close out its position by taking an opposite position on the exchange on which the trader obtained the position. This operates to terminate the position and fix the trader's profit or loss. Futures contracts are cleared through the facilities of a centralised clearing house and a brokerage firm, referred to as a 'futures commission merchant', which is a member of the clearing house. The clearing house guarantees the performance of each clearing member that is a party to a futures contract by, in effect, taking the opposite side of the transaction. Clearing houses do not guarantee the performance by clearing members of their obligations to their customers.

Unlike equity securities, futures contracts, by their terms, have stated expirations and, at a specified point in time prior to expiration, trading in a futures contract for the current delivery month will cease. As a result, a market participant wishing to maintain its exposure to a futures contract on a particular commodity with the nearest expiration must close out its position in the expiring contract and establish a new position in the contract for the next delivery month, a process referred to as 'rolling'. For example, a market participant with a long position in November crude oil futures that wishes to

maintain a position in the nearest delivery month will, as the November contract nears expiration, sell November futures, which serves to close out the existing long position, and buy December futures. This will 'roll' the November position into a December position, and, when the November contract expires, the market participant will still have a long position in the nearest delivery month.

Futures exchanges and clearing houses in the United States are subject to regulation by the Commodities Futures Trading Commission. Exchanges may adopt rules and take other actions that may affect trading, including imposing speculative position limits, maximum price fluctuations and trading halts and suspensions and requiring liquidation of contracts in certain circumstances. Futures markets outside the United States are generally subject to regulation by comparable regulatory authorities. The structure and nature of trading on non-U.S. exchanges, however, may differ from this description.

The performance of commodities is unpredictable. Commodity prices are inherently volatile and may be affected by numerous factors including (but not limited to) liquidity, supply and demand, market activities, regulatory intervention, civil action, natural disaster and other geopolitical circumstances. A Barclays Index may reference illiquid commodity futures contracts. The prices for such futures contracts may differ significantly from underlying commodity prices. The volatility of commodity prices and illiquidity of constituent future contracts may have a material adverse effect on the level of the Barclays Index and the Barclays Index Linked Security referencing such Barclays Index.

4.38 **Risks relating specifically to sovereign bonds as a Component of a Barclays Index**

A Barclays Index may become exposed to the sovereign bond market. The value of a sovereign bond may be volatile and subject to market conditions. Sovereign bond values are influenced by, among other things, the ability of a government to repay its debts, inflation, currency depreciation and prevailing interest rates. The positive or negative level of a country's economic output and the market perception of a country's economic situation (including, but not limited to, the opinion of ratings agencies) may also have a material effect on the solvency of that country's government. Further, the longer the time to a sovereign bond's maturity, the greater its sensitivity to changes in interest rates. Investors tend to believe that sovereign debt instruments are safer assets as compared to debt instruments issued by a corporate entity, which may not be the case. These factors may have a material effect on the value of the sovereign bond linked Components and consequently on the performance of the Barclays Index and the Barclays Index Linked Securities referencing such Barclays Index.

4.39 **Additional risk factors relating to Barclays Index Linked Securities**

The Barclays Indices can reference different types of Components, for example, a share or depositary receipt, an equity index, a commodity, a commodity index, an exchange traded fund (ETF), a mutual fund, a foreign exchange (FX) rate or an FX index, other types of assets or baskets of some or all of them. Each type of Components may have a set of valuation methodology and extraordinary events that differ from the other types of Components. As such, where "Component Valuation" is specified as applicable in the Final Terms, the Determination Agent may determine the price, value, level or other relevant measures for such Component by adopting a valuation methodology and making reference to a price source it deems appropriate. The level of the Barclays Index determined by the Determination Agent may be different from the level published by the Index Sponsor. This may have a negative effect on the value of the Barclays Index Linked Securities.

You should also beware of the unique risks associated with of mutual fund Components. Where the underlying Barclays Index of your Barclays Index Linked Securities is constituted by one or more mutual fund Components, the Determination Agent may determine the value of such Barclays Index Linked Securities, make adjustments to their terms or early redeem or cancel such Securities in response to different events affecting the mutual fund Components. You should take into account

the risk factors set out in Part IV (*Funds*) above before making any investment decision in respect of a Barclays Index Linked Security referencing a Barclays Index with mutual fund Components.

4.40 **The strategy underpinning a Barclays Index may be unsuccessful**

An 'algorithmic' Barclays Index follows a notional rules-based strategy that operates on the basis of pre-determined rules. There will be no active management of such Barclays Index to enhance returns or limit losses. In contrast, there is a third-party allocation agent in charge of selecting the Components and adjusting their weights for a 'managed' Barclays Index. Nonetheless, no assurance can be given that the strategy on which either type of Barclays Index is based will be successful or that the Barclays Index will outperform any alternative strategy that might be employed. An investment in a Barclays Index Linked Security linked to a Barclays Index which fails to achieve its investment target or fulfil its investment strategy may result in significant loss to the investors.

4.41 **Risk factors relating specifically to Barclays Indices comprising short indices**

A Barclays Index may become exposed to short indices. The performance of short indices will increase only when the values of the underlying Components decrease. In other words, if the values of the underlying Components increase significantly, which is typical in an upward business cycle and favourable market conditions, short indices will perform poorly. Investors investing in a 'short' Barclays Index through a Barclays Index Linked Security may suffer substantial losses if the values of the underlying Components increase significantly.

4.42 **Various costs and/or fees and/or adjustments may be deducted from the performance of a Barclays Index**

The Barclays Index may include embedded costs and/or fees. All such embedded costs and/or fees are entirely formulaic and specify the amount or rate of deduction, as applicable, deemed by Barclays to be notionally incurred as the cost and/or fee for the particular exposure, action or activity. The performance of a Barclays Index with embedded costs and/or fees is the performance of the relevant investment strategy net of such costs and/or fees. Embedded costs and/or fees are therefore costs to an investor of accessing the performance of the relevant investment strategy via the particular Barclays Index.

The amounts and/or rates of deduction of any embedded costs and/or fees are, in general, specific to a given Barclays Index. The effect of any embedded costs and/or fees on the performance of a given Barclays Index (i) may vary over time, and (ii) may be material.

In addition, the Barclays Index may contain an adjustment factor. The adjustment factor is a means by which the Index Sponsor adjusts the level of the Barclays Index. While it is not a fee deducted from the level of the Barclays Index, it is a way to cheapen certain options in respect of the Barclays Index. An adjustment factor reduces the performance of the Barclays Index.

4.43 **Risks associated with a 'price return' and 'excess return' Barclays Indices**

Different versions of a family of related Barclays Indices may track the performance of the same portfolio of Components in different manners. A 'price return' Barclays Index tracks movements in the market prices of the Components only. If distributions are payable under certain Components (for example, dividends payable under common share Components), holders of a 'price return' Barclays Index Linked Security will lose the benefit of any distributions paid by the Components of the Barclays Index and hence would underperform a position where they invested directly in the Components of the Barclays Index or where they invested in Securities linked to the 'total return' version of the Barclays Index.

An 'excess return' Barclays Index tracks the 'total return' Barclays Index less a cash return. Each day, the 'total return' Barclays Index is reduced by a cash rate determined based on the currency of the Barclays Index and an applicable rate for the cost to borrow cash in that currency of the Barclays Index. In the event of high interest rates, an 'excess return' Barclays Index may substantially underperform both the 'total return' and 'price return' versions of the same Barclays Index.

4.44 **Risks associated with 'volatility control' and 'leverage' features**

A Barclays Index calculated using a volatility control mechanism may be rebalanced regularly whereby the exposure to the selected Components may be greater than, equal to or less than 100 per cent. (up to a specific maximum and minimum exposure level). The use of the volatility control mechanism may create a leverage effect on the returns of the selected Index Components when the exposure is greater than 100%. Leverage has the potential to magnify the gain or losses of the selected Components and the Barclays Index may be affected accordingly.

Further, the volatility control mechanism may not respond promptly to a large and unexpected move on any one day in the Barclays Index based on a significant market event because there is a time lag in implementation. Such time lag which may result in a substantial reduction in the value of the Barclays Index and therefore the Barclays Index Linked Security.

A Barclays Index may also contain a volatility control mechanism based on a model that utilises the historical data of certain Components, and, based on such data, the target volatility level of the Barclays Index and the exposure levels (i.e. the weightings) to individual Components are determined. However, for example, historical volatility may prove to be a poor measure of predicting future returns and future volatility. Similarly, recent performance momentum may be a poor measure of predicting future returns. If the actual data fail to follow their historical patterns, the Barclays Index may fail to achieve its target volatility level. Further, the allocation of Components in the Barclays Index may not be optimised. For example, the Barclays Index might become overly exposed to Components with negative performance. When the exposure to any Component is greater than 100%, any negative performance of such Component will be magnified and the level of the Barclays Index may decrease significantly. Conversely, the volatility control mechanism may cause the total exposure of the nominal portfolio of the Barclays Index to be less than 100%. In such event, the idle weightings will not be deployed in any investment and will earn no return.

4.45 **Risks associated with 'trend/Sharpe ratio' feature**

A Barclays Index may use a mechanism based on the Sharpe ratio of each of its Components over a certain observation period. The Sharpe ratio measures the performance of the excess return of an investment in a Component, after adjusting for its risk. It is defined as the excess returns of the investment divided by the volatility of the investment. Upon each rebalancing date, the Barclays Index will provide exposure to all or a limited number of the Components and thus the Barclays Index may not reflect any or all the appreciation in certain Components. Further, as the determination of the selected Components only occurs at regular intervals rather on a continuous or daily basis, the Barclays Index is exposed to both upside and downside movements of the selected Components until the next rebalancing date.

In adopting the Sharpe ratio as a feature of the Barclays Index, it is assumed that the Sharpe ratio is a potential indicator of the future performance of a Component. However, there is no assurance that this assumption is correct, nor is there any assurance that the Sharpe ratio feature will lead to positive returns on an investment linked to the Barclays Index.

4.46 **A recently established Barclays Index may lack operating history**

A Barclays Index may be only recently established and therefore have little or no history to evaluate its likely performance. Any back-testing or similar analysis performed by any person in respect of the Barclays Index must therefore be considered illustrative only and may be based on estimates or assumptions not used by the Index Sponsor when determining the Barclays Index value at any time. Any past or simulated past performance of a Barclays Index is no indication of future performance. In particular, the methodologies underlying a Barclays Index may be developed with reference to historical market data. In addition, the hypothetical historical performance (if any) of a Barclays Index during certain periods may be based on certain assumptions, methodologies and/or data sources, and the use of alternative assumptions, methodologies and/or data sources for such periods may result in materially different hypothetical performance. Fluctuations in the levels of a Barclays Index and interest rates make difficult any prediction of the future level of such Barclays Index and/or any prediction as to whether the return on a product linked to such Barclays Index will be favourable.

4.47 **Ambiguities in respect of the rules of a Barclays Index**

Whilst any rules of a Barclays Index are intended to be comprehensive, ambiguities may arise. In such circumstances the Index Sponsor will resolve such ambiguities in good faith and a reasonable manner and, if necessary, amend any rules of a Barclays Index to reflect such resolution. Amendment of the rules of a Barclays Index may constitute an index adjustment event, which in turn allows the Determination Agent to take certain actions, such as re-calculation, adjustment, substitution or early redemption, in respect of the Barclays Index Linked Securities. Any of such action may adversely affect the value of the Barclays Index Linked Securities.

4.48 **Risks associated with the selection of and allocation of weightings to the Components of a Barclays Index**

The strategy of a Barclays Index may be achieved by the selection of a suitable portfolio of Components and the allocation of appropriate weightings to Components that could generate the desirable performance for the Barclays Index. However, there are a number of risks associated with selective investments that are not present with investments in a broad spectrum of assets and securities. These risks may be demonstrated by, for example, a Barclays Index linked to a portfolio of 'risk premium' index Components.

- *Selection bias*: The 'risk premium' index Components of the Barclays Index may be chosen for the clarity of their investment strategies, liquidity and consistency in capturing risk premia. However, they are also, in general, those that have performed well in the past, both in simulations and since becoming live. There is no guarantee that these 'risk premium' index Components will perform well in the future.

- *Correlations*: Historical correlation estimates may be used in the selection of the 'risk premium' index Components and to inform the Barclays Index methodology, but are not used *per se* in the calculation of the Barclays Index. If the Components do not demonstrate the historical correlation in actuality, the actual Barclays Index levels may deviate substantially from the estimated or simulated index levels.

- *Diversification*: Diversification effects among different risk premia and across different asset classes may play a significant role in improving the risk/reward profile of the Barclays Index. However, there can be no assurance that the Barclays Index will be sufficiently diversified at any time to reduce or minimise such risks to any extent. There is no guarantee that such diversification effects will persist in the future.

- *Unequal weighting*: As the weightings of the Components are likely to be unequal, the value or performance of one or more Components may have a

disproportionately large impact on the performance of the Barclays Index as a whole.

- *Weight cap*: The weight allocated to each Component may be subject to a pre-determined cap. If this is the case. the Barclays Index will not be exposed to a Component above the pre-determined cap level, which may cushion losses if such Component decreases in value but also constrain growth potential if such Component increases in value.

C. Risks associated with benchmark reform and the discontinuance and replacement of 'IBORs'

A number of major interest rates, other rates, indices and other published benchmarks are the subject of recent or forthcoming national and international regulatory reforms. These include the London Interbank Offered Rate ("**LIBOR**") of each currency and the Euro Interbank Offered Rate ("**EURIBOR**"). These reforms may cause such benchmarks to be discontinued, to be modified or to be subject to other changes. Any such consequence could have a material adverse effect on the value of and return on Securities the payout of which is dependent on the performance of any such benchmark.

4.49 The Benchmarks Regulation

The EU Regulation on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmarks Regulation**") is a key element of the ongoing regulatory reform in the EU and has applied, subject to certain transitional provisions, since 1 January 2018. Notwithstanding the UK's departure from the EU on 31 January 2020, the Benchmarks Regulation will continue to apply in the UK until 31 December 2020. Consequently, all references to the "**EU**" in this risk factor should be construed as including the UK (for further information on the UK's departure from the EU, see "*Important Information – Brexi*t" above).

In addition to so-called "critical benchmarks" such as LIBOR and 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 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 regulated market or EU multilateral trading facility (MTF)), and in a number of other circumstances.

The 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 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 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 Benchmarks Regulation, and (iii) the benchmark has not been endorsed in accordance with the Benchmarks Regulation.

The Benchmarks Regulation could have a material adverse impact on the value of and return on Securities linked to a benchmark. For example:

- a rate or index which is a "benchmark" may not be used in certain ways by an EU supervised entity if (subject to applicable transitional provisions) its administrator does not obtain authorisation or registration (or, if a non-EU entity, does not satisfy the "equivalence" conditions and is not "recognised" pending an equivalence decision or is not "endorsed" by an EU supervised entity). If the benchmark administrator does not obtain or maintain (as

applicable) such authorisation or registration (or, if a non-EU entity, "equivalence" is not available and it is not recognised or endorsed), then (unless a Pre-nominated Index has been specified in the Final Terms to replace the relevant Underlying Asset) an Additional Disruption Event will occur and the Securities may be redeemed or cancelled prior to maturity; and

- the methodology or other terms of the benchmark could be changed in order to comply with the requirements of the Benchmarks Regulation, and such changes could reduce or increase the rate or level or affect the volatility of the published rate or level, and (depending on the type of Underlying Asset) could lead to adjustments to the terms of the Securities (including potentially determination by the Determination Agent of the rate or level in its discretion), or if no adjustments are made, the early redemption or cancellation of the Securities as if an Additional Disruption Event has occurred.

See also risk factor 4.51 (*Additional risks in relation to Benchmarks Regulation and reform*) below.

4.50 **Discontinuance and replacement of Interbank Offered Rates**

On 27 July 2017, and in a subsequent speech by its Chief Executive on 12 July 2018, the FCA confirmed that it will no longer persuade or compel banks to submit rates for the calculation of any LIBOR rates after 2021. The announcements indicated that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021 and, accordingly, **you should anticipate that all LIBOR rates are likely to be discontinued by, or soon after, 31 December 2021**.

It is also possible that such lack of compulsion from the FCA will result in fewer contributor banks submitting data for the calculation of LIBOR, which may give rise to a "non-representative" LIBOR, for a period of time, which does not accurately reflect the underlying market that it purports to represent. Also, LIBOR could cease to be a regulated benchmark under the Benchmarks Regulation, which would mean that EU supervised entities (such as the Issuer) could not use it for purposes of the Benchmarks Regulation. Further, it is possible that the FCA could compel changes to the methodology to compile a relevant LIBOR rate to be continued and available for use for certain legacy products even though deemed "non-representative". It is impossible to predict whether and to what extent banks will continue to provide LIBOR submissions to the administrator of LIBOR, whether LIBOR rates will cease to be published or supported before or after 2021 or whether any additional reforms to LIBOR may be enacted in the United Kingdom or elsewhere.

Regulatory authorities and central banks are strongly encouraging the transition away from IBORs, such as GBP LIBOR, USD LIBOR and EURIBOR, and have identified risk free rates to replace such IBORs as primary benchmarks. This includes (amongst others) (i) for GBP LIBOR, SONIA, so that SONIA may be established as the primary sterling interest rate benchmark by the end of 2021, (ii) for USD LIBOR, SOFR to be eventually established as the primary US dollar interest rate benchmark, and (iii) for EONIA and EURIBOR, €STR as the new euro risk-free rate. The reform and eventual replacement of IBORs with risk-free rates may cause the relevant IBOR to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. These risk-free rates have a different methodology and other important differences from the IBORs they will eventually replace. Any of these developments could have a material adverse effect on the value of and return on Securities linked to any such rates.

In summary, as at the date hereof with regard to the potential transition from 'IBORs' to risk-free rates:

- GBP LIBOR: On 29 November 2017, the Bank of England and the FCA announced that, from January 2018, its Working Group on Sterling Risk-Free Rates has been mandated with implementing a broad based transition to the

SONIA over the next four years across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021.

- USD LIBOR: On 22 June 2017, the Alternative Reference Rates Committee (the "**ARRC**"), convened by the Board of Governors of the Federal Reserve System and the Federal Reserve Bank of New York, identified SOFR, a broad U.S. treasuries repurchase financing rate published by the Federal Reserve Bank of New York, as the rate that, in the consensus view of the ARRC, represented best practice for use in certain new U.S. dollar derivatives and other financial contracts. SOFR is a broad measure of the cost of borrowing cash overnight collateralised by U.S. treasury securities and has been published by the Federal Reserve Bank of New York since April 2018.

- EURIBOR: Separate workstreams are also underway in Europe to reform EURIBOR using a hybrid methodology and to provide a fall-back by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate). On 13 September 2018, the working group on euro risk-free rates recommended €STR as the new risk free rate and the European Central Bank began publishing €STR from 2 October 2019. In addition, on 21 January 2019, the euro risk free-rate working group published a set of guiding principles for fall-back provisions in new euro denominated cash products (including bonds). The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts may increase the risk to the euro area financial system.

- Other LIBORs: Similar initiatives are currently underway in respect of each of the LIBOR rates in the various other currencies - i.e. Japanese Yen (TIBOR), Hong Kong Dollar (HIBOR), Swiss franc (CHF LIBOR), Australian dollar (BBSW) and Canadian dollar (CDOR) – to transition over to identified alternative risk free rates.

The risk-free rates described above have little, if any, historical track record. They also have different calculation methodologies and other important differences from the IBORs that they are intended to replace. Market terms for Securities linked to such risk free rates (such as SONIA or SOFR), such as the spread over the rate reflected in interest rate provisions, may evolve over time, and trading prices of such Securities may be lower than those of later-issued Securities as a result. Furthermore, if the relevant risk-free rate (such as SONIA or SOFR) does not prove to be widely used in the capital markets, the trading price of Securities linked to risk free rates may be lower than those of Securities linked to rates that are more widely used. You may not be able to sell your Securities at all or may not be able to sell your Securities at prices that will provide you with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. See also risk factors 4.7 (*The market continues to develop in relation to SONIA, SOFR, €STR and the other risk-free rates*) above and 4.51 *(Additional risks in relation to Benchmarks Regulation and reform*) below.

4.51 **Additional risks in relation to Benchmarks Regulation and reform**

For Securities which reference any affected benchmark, uncertainty as to the nature of alternative reference rates and as to potential changes or other reforms to such benchmark may adversely affect such benchmark rates during the term of such Securities and the return on, value of and the trading market for such Securities.

In accordance with the Conditions, Securities which reference any affected benchmark may be subject to the adjustment of the interest or other payment provisions in certain circumstances, such as the potential elimination of the relevant benchmark, inability to obtain authorisation or registration by the administrator of a benchmark, changes in the manner of administration of such benchmark or the availability of a successor or replacement benchmark. The circumstances which could trigger such adjustments are

beyond the Issuer's control and the subsequent use of a replacement benchmark may result in changes to the Conditions (which could be extensive) and/or interest or other payments under the Securities that are lower than or that do not otherwise correlate over time with the payments that could have been made on such Securities if the relevant benchmark remained available in its current form. Although pursuant to the Conditions, spread adjustments may be applied to such replacement benchmark in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark, the application of such adjustments to the Securities may not achieve this objective. Any such changes may result in the Securities performing differently (which may include payment of a lower interest rate) than if the original benchmark continued to apply. There is no assurance that the characteristics of any replacement benchmark would be similar to the affected benchmark, that any replacement benchmark would produce the economic equivalent of the affected benchmark or would be a suitable replacement for the affected benchmark. The choice of replacement benchmark is uncertain and could result in the use of risk-free rates (see risk factors 4.50 *(Discontinuance and replacement of Interbank Offered Rates*) and 4.7 (*The market continues to develop in relation to SONIA, SOFR, €STR and the other risk-free rates*) above for the risks relating to the use of such rates) and/or in the replacement benchmark being unavailable or indeterminable.

The Conditions may require the exercise of discretion by the Issuer or the Determination Agent, as the case may be, and the making of potentially subjective judgments (including as to the occurrence or not of any events which may trigger amendments to the Conditions) and/or the amendment of the Conditions without the consent of Holders. The interests of the Issuer or the Determination Agent, as applicable, in making such determinations or amendments may be adverse to the interests of the Holders. See risk factor 6 (*RISKS ASSOCIATED WITH CONFLICTS OF INTEREST AND DISCRETIONARY POWERS OF THE ISSUER AND THE DETERMINATION AGENT*).

You should consider these matters when making your investment decision with respect to Securities where the return is dependent in whole or in part by the performance of a "benchmark". You should also consult your own independent advisers and make your own assessment about the potential risks imposed by the Benchmarks Regulation or other reforms and/or possible cessation or reform of certain reference rates.

5. RISKS ASSOCIATED WITH TAXATION

5.1 General

Duties and other taxes and/or expenses, including any applicable depositary charges, transaction charges, stamp duty and other charges, may be levied in accordance with the laws and practices in the countries where the Securities are transferred and that it is the obligation of an investor to pay all such taxes and/or expenses.

All payments made under the Securities shall be made free and clear of, and without withholding or deduction for, any present or future taxes imposed by the Issuer's country of incorporation (or any authority or political subdivision thereof or therein), unless such withholding or deduction is imposed or required by law. If any such withholding or deduction is imposed and required by law, the Issuer will, save in limited circumstances, be required to pay additional amounts to cover the amounts so withheld or deducted, and such event may result in the Securities being redeemed or cancelled early as this would be an 'Issuer Tax Event' which is an Additional Disruption Event. In no event will additional amounts be payable in respect of FATCA (as defined below) or any US withholding or other tax, including without limitation, in respect of dividends, dividend equivalent payments, and direct and indirect interests in US real property.

5.2 Change in tax law

Tax regulations and their application by the relevant taxation authorities are subject to change and differing interpretations, possibly with retrospective effect, and this could negatively affect the value of the Securities. Any such change may cause the tax treatment of the Securities to change from the tax position at the time of purchase and may cause the statements in this Base Prospectus concerning the relevant tax law and practice to be inaccurate or insufficient to cover the material tax considerations in respect of the Securities. It is not possible to predict the precise tax treatment which will apply at any given time and changes in tax law may give the Issuer the right to amend the terms and conditions of the Securities, provided that, with respect to French Notes, where the 'Full *Masse*' or 'Contractual *Masse*' is specified as applicable in the Final Terms in accordance with General Condition 59.3 (*Modifications of French Notes*), any amendment to the Conditions may be subject to the prior consent of the General Meeting of the Holders or redeem or cancel the Securities.

5.3 **US foreign account tax compliance withholding**

Under FATCA (as defined below) the Issuer (and any intermediary in the chain of payment) may require each holder of a Security to provide certifications and identifying information about itself and certain of its owners. The failure to provide such information, or the failure of certain non-US financial institutions to comply with FATCA, may compel the Issuer (or an intermediary) to withhold a 30 per cent tax on payments to such holders and neither the Issuer nor any other person will pay any additional amounts with respect to such withholding. FATCA withholding on "foreign passthru payments" would begin no earlier than two years after the date on which final US Treasury regulations defining foreign passthru payments are published. US-source payments are currently subject to FATCA withholding. US-source payments generally should be limited to dividend equivalent payments and interests in US real property interests (although there can be no assurance the IRS may not seek to treat other payments that reference US securities as US source income). "**FATCA**" means sections 1471 through 1474 of the US Internal Revenue Code of 1986, as amended (the "**Code**"), any final current or future regulations or official interpretations thereof, any agreement entered into pursuant to section 1471(b) of the Code, or any US or non-US fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code.

The effective date for withholding on "foreign passthru payments" above reflects recently proposed US Treasury regulations ("**Proposed FATCA Regulations**") which delay the effective date for withholding on foreign passthru payments. The Proposed FATCA Regulations also eliminate FATCA withholding on gross proceeds from the disposition of, or final payments, redemptions, or other principal payments made in respect of an instrument that may produce US source interest or dividends. The discussion above assumes that the Proposed FATCA Regulations will be finalised in their current form.

The Issuer will not make any additional payments to holders of Securities to compensate them for any taxes withheld in respect of FATCA or any US withholding or other tax, including without limitation, in respect of dividends, dividend equivalent payments, and direct and indirect interests in US real property.

5.4 **You may be subject to withholding on dividend equivalent payments and US real property interests**

In the case of Securities that are linked to one or more assets characterised as 'US real property interests' (as such term is defined in section 897(c) of the Code), non-US holders of Securities may be subject to special rules governing the ownership and disposition of US real property interests. Prospective non-US holders of Securities should consult their own tax advisers regarding the potential treatment of the Securities as US real property interests.

Under section 871(m) of the Code and regulations thereunder ("**Section 871(m)**"), actual or deemed payments on financial instruments that reference one or more US corporations may be treated as 'dividend equivalent' payments that are subject to US withholding tax at a rate of 30 per cent. Generally, a 'dividend equivalent' is a payment that is directly or indirectly contingent upon a US source dividend or is determined by reference to a US source dividend, including a payment that implicitly takes into account such a dividend. For financial instruments issued on or after 1 January 2017 but prior to 1 January 2023, regulations and guidance under Section 871(m) provide that dividend equivalent payments will be subject to withholding if the instrument has a 'delta' of one with respect to either an underlying US stock or a US stock component of an underlying index or basket. For financial instruments issued on or after 1 January 2023, regulations and guidance under Section 871(m) provide that dividend equivalent payments on (1) a 'simple' financial instrument that has a delta of 0.8 or greater with respect to an underlying US stock or a US stock component of an underlying index or basket and (2) a 'complex' financial instrument that meets the 'substantial equivalence' test with respect to an underlying US stock or a US stock component of an underlying index or basket, will be subject to withholding tax under Section 871(m). An issue of Securities that references an index or basket that is treated as a 'qualified index' will not be subject to withholding under Section 871(m), even if such Securities meet, as applicable, the delta or substantial equivalence test. In general, a qualified index is a diverse, passive, and widely used index that satisfies the technical requirements prescribed by regulations.

The delta of a financial instrument generally is defined as the ratio of the change in the fair market value of the instrument to a small change in the fair market value of the number of shares of the underlying US corporation, determined either as of the pricing or issue date of the instrument, in accordance with applicable regulations. A financial instrument generally will be treated as having a delta of one if it provides for 100 per cent participation in all of the appreciation and depreciation of one or more underlying US stocks. Very broadly, the substantial equivalence test analyses whether a financial instrument has a correlation to the applicable underlying US stock that is at least as great as that of a simple financial instrument with a delta of at least 0.8.

The Final Terms will indicate if the Issuer has determined that the particular issue of Securities is expected to be subject to withholding under Section 871(m). Any determination by the Issuer on the application of Section 871(m) to a particular Security generally is binding on you, but is not binding on the US Internal Revenue Service ("**IRS**"). The Section 871(m) regulations require complex calculations to be made with respect to Securities referencing shares of US corporations and their application to a specific issue of Securities may be uncertain. Accordingly, even if the Issuer determines that a Security is not subject to Section 871(m), the IRS could assert that the Holder is liable for Section 871(m) tax in respect of such Security, including where the IRS concludes that the delta or substantial equivalence with respect to the Security was determined more than 14 days prior to the Security's issue date.

In addition, a Security may be treated as reissued for purposes of Section 871(m) upon a significant modification of the terms of the Security. In certain circumstances, a rebalancing or adjustment to the components of an underlying index or basket may result in the deemed reissuance of the Security, in particular where the rebalancing or adjustment is made other than pursuant to certain defined rules, or involves the exercise of discretion. In that case, a Security that was not subject to withholding under Section 871(m) at issuance may become subject to withholding at the time of the deemed reissuance. In addition, a Security that in isolation is not subject to Section 871(m) may nonetheless be subject to Section 871(m) if you, the Holder, have engaged, or engage, in other transactions in respect of an underlying US stock or component of an underlying index or basket. In such situations, you could be subject to Section 871(m) tax even if the Issuer does not withhold in respect of the Security. Further, you may be required, including by custodians and other withholding agents with respect to the Security, to make representations regarding the nature of any other positions with respect to US stock directly or indirectly referenced (including components of any index or basket) by such Security. If you enter, or have entered, into other transactions

in respect of a US stock, component of an underlying index or basket, or the Securities, you should consult your own tax adviser regarding the application of Section 871(m) to the Securities and such other transactions.

If an issue of Securities is determined to be subject to US withholding tax under Section 871(m), information regarding the amount of each dividend equivalent, the delta of the Securities, the amount of any tax withheld and deposited, the estimated dividend amount (if applicable), and any other information required under Section 871(m), will be provided, communicated, or made available to Holders in a manner permitted by applicable regulations. Withholding on payments will be based on actual dividends on the underlying US stock or, if otherwise notified by the Issuer in accordance with applicable regulations, on estimated dividends used in pricing the Securities. Where an issue of Securities that references estimated dividend amounts also provides for any additional payments to reflect actual dividends on the underlying US stock, withholding tax will also apply to any additional payments.

If the Issuer determines that a Security is subject to withholding under Section 871(m), it will withhold tax in respect of the actual (or estimated, as described above) dividends that are paid on the underlying US stock. In addition, US tax may be withheld on any portion of a payment or deemed payment (including, if appropriate, the payment of the purchase price) that is a dividend equivalent. Such withholding may occur at the time a dividend is paid on the relevant US stock (or, in certain cases, at the close of the quarter upon which the dividend is paid). Upon remitting the taxes withheld to the IRS, any increase in value of the relevant asset, index or basket or distributions to you in respect of a dividend equivalent will reflect the amount of the dividend net of the withholding described above.

Other than in very limited circumstances described below, the rate of any withholding generally will not be reduced even if you are otherwise eligible for a reduction under an applicable treaty, although you may be able to claim a refund for any excess amounts withheld by filing a US tax return. However, you may not receive the necessary information to properly claim a refund for any withholding in excess of the applicable treaty-based amount. In addition, the IRS may not credit you with withholding taxes remitted in respect of your Security for purposes of claiming a refund. Finally, your resident tax jurisdiction may not permit you to take a credit for US withholding taxes related to the dividend equivalent amount. For certain issues of Securities that are subject to withholding under Section 871(m), if the Issuer determines in its sole discretion that it is able to make payments at a reduced rate of withholding under an applicable treaty, if you are eligible for treaty benefits, then you may be able to claim such a reduced rate. To claim a reduced treaty rate for withholding, you generally must provide a valid IRS Form W-8BEN, IRS Form W-8BEN-E, or an acceptable substitute form on which you certify, under penalty of perjury, your status as a non-U.S. Person and your entitlement to the lower treaty rate. However, there can be no assurances that the Issuer will be able to make payments on a Security at a reduced rate of withholding, even where you furnish the appropriate certification. Where the Issuer has determined that an issue of Securities is subject to withholding under Section 871(m), the Final Terms will indicate whether the Issuer intends to withhold at the rate of 30 per cent without regard to any reduced rate that may apply under a treaty or if the rate of withholding tax may be subject to reduction under an applicable treaty. In any case where withholding applies, the Issuer will not pay any additional amounts with respect to amounts withheld. You should consult with your tax advisers regarding the application of Section 871(m) to your Securities.

In addition, the Issuer will not make any additional payments to you to compensate you for any taxes withheld in respect of FATCA or any US withholding or other tax, including without limitation, in respect of direct and indirect interests in US real property, dividends, or, as discussed above, dividend equivalent payments. If any amount were to be deducted or withheld from payments on the Securities as a result of the above, the return on the Securities may be significantly less than expected.

6. RISKS ASSOCIATED WITH CONFLICTS OF INTEREST AND DISCRETIONARY POWERS OF THE ISSUER AND THE DETERMINATION AGENT

6.1 Risks associated with discretionary powers, or with respect to certain French Notes, decision-making powers, of the Issuer and the Determination Agent, including in relation to the Issuer's hedging arrangements

There are certain events - relating to the Issuer, (other than Belgian Securities) the Issuer's hedging arrangements, the Underlying Asset(s), taxation, the relevant currency or other matters - the occurrence of which may give rise to discretionary powers of, or with respect to French Notes, to decisions of the Issuer or the Determination Agent under the terms and conditions of the relevant Securities. Some of these are described in risk factor 3.3 (*Your Securities may redeem or cancel early or may be adjusted by the Determination Agent following an Additional Disruption Event, FX Disruption Event, or early redemption or cancellation for unlawfulness or impracticability*).

In relation to the Underlying Asset(s), a key investment objective of the Securities is to allow Holders to gain an economic exposure to the Underlying Asset(s). If an Underlying Asset is materially impacted by an unexpected event (for example, a company merges and the original stock that formed an Underlying Asset is restructured or changed, or the rules of an index that is an Underlying Asset are materially modified) or the relevant price, level or value can no longer be calculated, then it may not be possible to achieve the investment objective of the Securities based on their original terms. In that case (excluding for French Notes), the Determination Agent may have discretionary powers under the terms and conditions of the Securities to (i) adjust the terms and conditions of the Securities to preserve the original economic terms and rationale, (ii) in certain cases, substitute the Underlying Asset(s) for another, (iii) calculate the relevant price, level or value itself, (iv) postpone payment, (v) redeem or cancel the Securities early, or (vi) apply some combination thereof. With respect to French Notes specifically, it pertains solely to the Determination Agent under the terms and conditions of the Securities to (i) adjust the terms and conditions of the Securities to preserve the original economic terms and rationale (provided that, where the 'Full Masse' or 'Contractual Masse' is specified as applicable in the Final terms in accordance with General Condition 59.3 (*Modifications of French Notes*), any amendment to the Conditions of the Securities may be subject to the prior consent of the General Meeting of the Holders), (ii) in certain cases, substitute the Underlying Asset(s) for another, (iii) calculate the relevant price, level or value itself, (iv) postpone payment (v) redeem the Securities early or (vi) apply some combination thereof.

In relation to the Issuer's hedging arrangements, you should be aware that (i) in exercising its discretionary powers, or its decision-making powers, under the terms and conditions of the Securities, each of the Issuer and the Determination Agent may take into account such factors as it determines appropriate in each case, which may include, in particular, any circumstances or events which have or may have a material impact on the Issuer's hedging arrangements in respect of the Securities, and (ii) unless the terms and conditions of your Securities provide that certain hedge disruption events do not apply, certain events which affect the Issuer's hedging arrangements can give rise to discretionary powers on the part of, or with respect to French Notes, to decisions on the part of the Issuer and the Determination Agent. For example, see risk factor 3.3 (*Your Securities may redeem or cancel early or may be adjusted by the Determination Agent following an Additional Disruption Event, FX Disruption Event, or early redemption or cancellation for unlawfulness or impracticability*).

Hedging arrangements are the transactions (if any) entered into by the Issuer or one or more of its Affiliates to seek to cover the Issuer's exposure to the relevant cash amounts to be paid or assets to be delivered under the Securities as these fall due. This may involve investing directly in the Underlying Asset(s) or entering into derivative contracts referencing the Underlying Asset(s) or other techniques. The particular hedging arrangements (if any) undertaken by the Issuer, and their cost, will likely be a significant determinant of the issue price and/or economic terms of the Securities. Accordingly, unless the Securities are Belgian Securities, if an event occurs which

negatively impacts the Issuer's hedging arrangements, the Issuer or the Determination Agent on the Issuer's behalf may have options available to it under the terms and conditions of the Securities which it may select in its discretion in order to deal with the impact of the event on the Issuer's hedging arrangements. These options may include adjustment of the terms and conditions of the Securities or early redemption or cancellation of the Securities. In the event of early redemption or cancellation, the early redemption amount you may receive will be equal to: (i) where the Final Terms specifies 'Early Cash Settlement Amounts' to be 'Par', the Calculation Amount of each Security; (ii) where the Final Terms specifies 'Early Cash Settlement Amount' to be 'Market Value', the fair market value of your Securities prior to redemption or cancellation; or (iii) where the Final Terms specifies 'Early Cash Settlement Amounts' to be 'Greater of Market Value and Settlement Floor', the fair market value of your Securities prior to redemption or cancellation or a pre-defined minimum redemption amount, whichever is greater, and in each case other than where the Final Terms provides that 'Unwind Costs' is not applicable, the costs associated with the Issuer's hedging arrangements will be deducted from the early redemption amount described above. This amount may be less than your original investment and, therefore, you could lose some or all of your money. See risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk*).

6.2 **Trading and other transactions by the Issuer or its Affiliates could affect the levels, values or prices of Underlying Asset(s) and their components**

In connection with the Issuer's and its Affiliates' normal business practices or in connection with hedging the Issuer's obligations under the Securities, the Issuer or, as the case may be, its Affiliates may from time to time buy or sell the Underlying Asset(s) and its or their components, or similar instruments, or derivative instruments relating to the Underlying Asset(s) or its or their components. These trading activities may present a conflict of interest between your interest in the Securities and the interests which the Issuer or its Affiliates may have in its or their proprietary accounts, in facilitating transactions, including block trades, for the Issuer's and its Affiliates' other customers and in accounts under management. These trading activities also could affect the levels, values or prices of the Underlying Asset(s) in a manner that would decrease the market value of the Securities prior to maturity or expiry, or the amount you would receive at maturity or on exercise or at the payment or settlement date. To the extent that the Issuer or any of its Affiliates has a hedge position in the Underlying Asset(s) or its or their components, or in a derivative or synthetic instrument related to the Underlying Asset(s) or its or their components, the Issuer or its Affiliates may increase or liquidate a portion of those holdings at any time before, during or after the term of the Securities. This activity could have a material adverse effect on the amount payable (or asset deliverable) at maturity or on exercise, any amount of money payable (or asset deliverable) at the payment or settlement date, or the market value of the Securities.

6.3 **Research reports and other transactions may create conflicts of interest between you and the Issuer or its Affiliates**

The Issuer or, as the case may be, its Affiliates may have previously published, and may in the future publish, research reports relating to the Underlying Asset(s) or its or their components. The views expressed in this research may be modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the Securities. Any of these activities could have a material adverse effect on the levels, values or prices of the Underlying Asset(s) or its or their components and, therefore, the market value of the Securities. Moreover, other professionals who deal in these markets may at any time have views that differ significantly from the Issuer or the relevant Affiliate. In connection with your purchase of the Securities, you should investigate the Underlying Asset(s) and not rely on the Issuer's or any of its Affiliates' views with respect to future movements in the Underlying Asset(s) and its or their components.

The Issuer or its Affiliates also may issue, underwrite or assist unaffiliated entities in the issuance or underwriting of other securities or financial instruments with returns indexed to the Underlying Asset(s). By introducing competing products into the marketplace in this manner, the Issuer or its Affiliates could have a material adverse effect on the market value of the Securities.

6.4 **The Issuer or its Affiliates may have confidential information relating to the Underlying Asset(s) or components**

The Issuer or its Affiliates regularly provide advisory and transactional services to a global client base, and you should assume that the Issuer or its Affiliates will, at present or in the future, provide such services or otherwise engage in transactions with, among others, the issuer of or other relevant entity or person sponsoring or publishing the Underlying Asset(s), or transact in related instruments or with related parties. These services could include financial advisory assistance, making loans to or equity investments in those companies or other investment banking services, or (as described above) research reports. You should expect that the Issuer or its Affiliates, in providing such services, may take actions that have direct or indirect effects on the Underlying Asset(s) and that such actions could have a material adverse effect on the return on and value of the Securities. In addition, in connection with these activities, certain personnel of the Issuer or its Affiliates may have access to confidential material non-public information in respect of the Underlying Asst(s), which confidential material non-public information would not be shared with the Issuer's or its Affiliates' employees involved in structuring, selling or making markets in the Securities or with investors in the Securities, but which information if publicly known could have a material adverse effect on the return on and value of the Securities.

6.5 **Distributor(s) and conflicts of interest**

Potential conflicts of interest may arise in relation to Securities offered through distribution, as the appointed manager(s) and/or distributor(s) will act pursuant to a mandate granted by the Issuer and may (to the extent permitted by law) receive commissions and/or fees on the basis of the services performed and the outcome of the placement of the Securities.

GENERAL DESCRIPTION OF THE PROGRAMME

Description:	Global Structured Securities Programme ("**Programme**"). This Base Prospectus is one of a number of base prospectuses which relate to the Programme. Securities are issued under the Master Agency Agreement.
Issuer (and legislation under which the Issuer operates):	Barclays Bank PLC The Issuer is authorised under the Financial Services and Markets Act 2000 (FSMA) to operate a range of regulated activities within the UK and is subject to consolidated prudential supervision by the United Kingdom Prudential Regulation Authority (PRA).
Managers:	Barclays Bank PLC, Barclays Capital Inc., Barclays Bank Ireland PLC, Barclays Capital Securities Limited and/or any other Manager specified in the Final Terms.
Issue and Paying and Transfer Agent:	The Bank of New York Mellon, London Branch
Determination Agent:	Barclays Bank PLC/Barclays Capital Securities Limited
Status:	The Securities constitute direct, unsecured and unsubordinated obligations of the Issuer and rank equally among themselves. The payment obligations of the Issuer under the Securities will rank equally with all other present and future unsecured and unsubordinated obligations of the Issuer (except for such obligations as may be preferred by provisions of law that are both mandatory and of general application). The Securities do not evidence deposits of the Issuer. The Securities are not insured or guaranteed by any government or government agency.
Listing:	Securities issued by the Issuer may (a) be listed and admitted to trading on a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of Council on markets in financial instruments (as may be amended from time to time), (b) listed on a market not regulated for such purpose, or (c) not listed on any market, in each case as shall be specified in the relevant Final Terms. In relation to any Securities to be listed and admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**"), application has been made to Euronext Dublin for such Securities to be admitted to the official list and trading on its regulated market for the period of 12 months from the date of the Base Prospectus.
Rating:	Securities may be unrated or rated.
Governing Law:	All Securities issued under this Base Prospectus shall be governed under English law, French law or Swiss law.
Issue Price:	In respect of Securities with a nominal amount, the Issue Price may be par, at a discount to par, or at a premium over par. In respect of Securities tradable in unites, the Issuer Price

	may be any monetary amount per unit.
Currencies:	Subject to compliance with all applicable laws, regulations and directives, Securities may be issued in any currency.
Maturities/expiries:	Any maturity or expiry, subject to all applicable laws, regulations or directives.
Method of Issue:	The Securities will be issued in one or more series and each series may be issued in tranches on the same or different issue dates. The Securities of each series are intended to be interchangeable with all other Securities of that series.
Selling Restrictions:	The offer and sale of Securities may be restricted in certain jurisdictions.
Excluded Securities:	Excluded Securities are Securities: (i) for which no prospectus is required to be published for an offering or listing of such Securities in the EEA or the United Kingdom under the Prospectus Regulation or (ii) which have a denomination (if not Exercisable Certificates) of less than EUR 1,000 or equivalent in another currency or other terms (for example, payout terms) not strictly provided for under the terms herein but for which a separate prospectus (other than this Base Prospectus) is required to be published under the Prospectus Regulation for the public offering of such Securities in the EEA or United Kingdom or the listing of such Securities on a regulated market in the EEA or the United Kingdom. Excluded Securities shall be issued by way of a pricing supplement (the "**Pricing Supplement**") instead of Final Terms and, for such purpose, all references to "Final Terms" herein shall be deemed to be to "Pricing Supplement". In respect of Excluded Securities, each reference herein to "Base Prospectus" shall be construed instead to be to "Offering Memorandum". The Offering Memorandum does not constitute a base prospectus for the purposes of Article 8 of the Prospectus Regulation. **The Central Bank has neither approved nor reviewed information contained herein in connection with Excluded Securities**.

INFORMATION INCORPORATED BY REFERENCE

The information set out under paragraph 2 (*Information incorporated by reference*) below contained in the documents set out under paragraph 1 (*Source documents*) below has been filed with the Central Bank and shall be incorporated into, and form part of, the Base Prospectus:

1. **Source documents**

   (a) the GSSP Base Prospectus 9 dated 19 July 2019 (the "**2019 GSSP Base Prospectus 9**");

   (b) the GSSP Base Prospectus 9 dated 10 August 2018 (the "**2018 GSSP Base Prospectus 9**";

   (c) the GSSP Base Prospectus 9 dated 11 August 2017 (the "**2017 GSSP Base Prospectus 9**";

   (d) the GSSP Base Prospectus 9 dated 12 August 2016 (the "**2016 GSSP Base Prospectus 9**");

   (e) the GSSP Base Prospectus 9 dated 12 August 2015 (the "**2015 GSSP Base Prospectus 9**");

   (f) the GSSP Base Prospectus 9 dated 19 August 2014 (the "**2014 GSSP Base Prospectus 9**");

   (g) the GSSP Base Prospectus 9 dated 19 August 2013 (the "**2013 GSSP Base Prospectus 9**"); and

   (h) the GSSP Base Prospectus 10 dated 30 August 2013 (the "**2013 GSSP Base Prospectus 10**").

2. **Information incorporated by reference**

   The information specified in the table below is incorporated into the Base Prospectus by reference. Any information contained in any of the documents specified in paragraph 1 (*Source documents*) above which is not listed in the cross-reference lists below is not incorporated by reference in the Base Prospectus and is either not relevant for investors for the purposes of Article 6(1) of the Prospectus Regulation or is covered elsewhere in the Base Prospectus. Any documents incorporated by reference into the above documents shall not thereby be deemed to have been incorporated by reference into the Base Prospectus.

   From the 2019 GSSP Base Prospectus 9

Terms and Conditions of the Securities	Pages 138 to 430
Pro Forma Final Terms (the "**2019 GSSP Base Prospectus 9 Pro Forma Final Terms**")*	Pages 431 to 471

   From the 2018 GSSP Base Prospectus 9

Terms and Conditions of the Securities	Pages 121 to 372
Pro Forma Final Terms (the "**2018 GSSP Base Prospectus 9 Pro Forma Final Terms**")*	Pages 373 to 404

   From the 2017 GSSP Base Prospectus 9

Terms and Conditions of the Securities	Pages 103 to 315
Pro Forma Final Terms (the "**2017 GSSP Base Prospectus 9 Pro Forma Final Terms**")*	Pages 316 to 344

   From the 2016 GSSP Base Prospectus 9

Terms and Conditions of the Securities	Pages 103 to 307
Pro Forma Final Terms (the "**2016 GSSP Base Prospectus 9 Pro Forma Final Terms**")*	Pages 308 to 334

From the 2015 GSSP Base Prospectus 9

Terms and Conditions of the Securities	Pages 102 to 333
Pro Forma Final Terms (the "**2015 GSSP Base Prospectus 9 Pro Forma Final Terms**")*	Pages 334 to 361

From the 2014 GSSP Base Prospectus 9

Terms and Conditions of the Securities	Pages 94 to 321
Pro Forma Final Terms (the "**2014 GSSP Base Prospectus 9 Pro Forma Final Terms**")*	Pages 322 to 348

From the 2013 GSSP Base Prospectus 9

Terms and Conditions of the Securities	Pages 83 to 242
Pro Forma Final Terms (the "**2013 GSSP Base Prospectus 9 Pro Forma Final Terms**")*	Pages 243 to 260

From the 2013 GSSP Base Prospectus 10

Terms and Conditions of the Securities	Pages 63 to 159
Pro Forma Final Terms (the "**2013 GSSP Base Prospectus 10 Pro Forma Final Terms**")*	Pages 160 to 173

* Save as provided in the paragraph entitled '*Fungible issuances*' of the section of this Securities Note below entitled '*Important Legal Information*'.

The above documents may be inspected: (i) during normal business hours at the registered office of the Issuer; (ii) at *https://www.home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses*, (iii) at the specified office of the Issue and Paying Agent as described in the section entitled 'General Information' below, and (iv) on the website of the Luxembourg Stock Exchange (https://www.bourse.lu/programme-documents/Programme-BarclaysBank/13979).

TERMS AND CONDITIONS OF THE SECURITIES

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*The following text comprises the terms and conditions of the Securities (the "**General Conditions**") that, subject to completion or election in the Final Terms (together, the "**Conditions**"), shall be applicable to each Series.*

The provisions within Section C: INTEREST, COUPON, OPTIONAL EARLY SETTLEMENT, AUTOMATIC SETTLEMENT (AUTOCALL), FINAL SETTLEMENT AND NOMINAL CALL EVENT, Section D: EQUITY LINKED CONDITIONS AND DISRUPTION EVENTS, Section E: FX DISRUPTION EVENTS AND ADJUSTMENTS, Section F: FUND LINKED CONDITIONS AND ADJUSTMENTS and Section G: BARCLAYS INDEX LINKED CONDITIONS AND ADJUSTMENTS contain certain optional provisions that will only apply to certain issuances of Securities. The Final Terms document will specify which provisions from Sections C, D, E, F and G apply to your Securities, including:

- *whether the Securities are in the form of Notes, Certificates or Exercisable Certificates;*
- *whether the Securities are linked to one or more: (i) Shares and/or Equity Indices; (ii) FX Pairs; (iii) Funds; or (iv) Barclays Indices;*
- *the type of interest or coupon (if applicable) payable under the Securities (if any);*
- *the dates on which the Securities may redeem or cancel early at the option of the Issuer; and*
- *the type of redemption or cancellation amount due on the Securities upon final redemption or cancellation (if not redeemed or cancelled earlier),*

in each case in accordance with the relevant provisions of General Condition 9 (Interest), General Condition 10 *(Automatic Settlement (Autocall)), General Condition 11 (Optional Early Settlement Event) and General Condition 12 (Nominal Call Event Settlement), as are specified to apply in the Final Terms.*

References in these General Conditions to 'Securities' are to the Securities of one Series only, not to all Securities that may be issued pursuant to the Programme.

A. INTRODUCTION

The Securities are issued as a Series of notes ("**Notes**"), certificates ("**Certificates**") or exercisable certificates ("**Exercisable Certificates**"), as specified in the Final Terms, by the Issuer and references to 'Securities' shall be construed as a reference to each Series accordingly. Securities are issued pursuant to the Master Agency Agreement dated 18 June 2020 (as amended and/or supplemented and/or restated and/or replaced as at the relevant Issue Date, the "**Master Agency Agreement**") and, other than CREST Securities, French Securities and Swiss Securities, with the benefit of a Deed of Covenant dated 18 June 2020 (as amended and/or supplemented and/or restated and/or replaced as at the relevant Issue Date, the "**Deed of Covenant**") executed by the Issuer. French Securities are issued pursuant to the Conditions with the benefit of the Master Agency Agreement.

Copies of the Master Agency Agreement and the Deed of Covenant are available for inspection at the registered office of the Issuer, the Issue and Paying Agent and the specified offices of the Paying Agents, the Transfer Agents and the Registrar.

The determination agent (the "**Determination Agent**"), the issue and paying agent (the "**Issue and Paying Agent**"), the registrar (the "**Registrar**"), the registration agent (the "**Registration Agent**"), the paying agents (the "**Paying Agents**"), the transfer agents (the "**Transfer Agents**") and, in respect of any issue of CREST Securities, the agent providing certain issuing, registry and paying agency services to the Issuer (the "**CREST Agent**") (together, the "**Agents**") shall be as specified below or in the Final Terms, as applicable. The Issue and Paying Agent shall be The Bank of New York Mellon, London Branch, of One Canada Place, London E14 5AL, subject as provided in General Condition 52.1 (*Appointment of Agents*).

In respect of any issue of CREST Securities, the CREST Agent shall be Computershare Investor Services PLC, unless otherwise specified in the Final Terms. For the purpose of CREST Securities, any reference in the Conditions to a calculation or determination being made by the Determination Agent or the Issue and Paying Agent shall be deemed to be a reference to the Issuer making such calculation or determination.

Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche will be identical to the terms of other Tranches of the same Series (save in respect of the Issue Date, Issue Price, first payment of interest or coupon (as applicable), if applicable, and Aggregate Nominal Amount or aggregate number of the Tranche) and will be set out in the Final Terms.

Unless otherwise expressly indicated, capitalised terms used in these Conditions which are defined in General Condition 65 (*Definitions and Interpretation*) have the meanings given in General Condition 65 (*Definitions and Interpretation*).

Notwithstanding anything else, the issue specific details relating to Excluded Securities will be set out in a pricing supplement (the "**Pricing Supplement**") which shall complete, supplement and (if applicable) amend the General Conditions (the General Conditions, as so completed, supplemented and (if applicable) amended, the "**Conditions**", in respect of such Excluded Securities). For such purpose, each reference in these General Conditions to "Final Terms" shall be deemed to be to "Pricing Supplement". "**Excluded Securities**" are Securities: (i) for which no prospectus is required to be published for an offering or listing of such Securities in the EEA or the United Kingdom under Regulation (EU) 2017/1129 (as may be amended from time to time, the "**Prospectus Regulation**"); or (ii) which have terms (for example, payout terms) not strictly provided for under the terms of the relevant base prospectus under the Programme but for which a separate prospectus is required to be published under the Prospectus Regulation for the offering or listing of such Securities in the EEA or the United Kingdom.

B. FORM, TITLE, TRANSFER, CALCULATIONS, PAYMENTS, EXERCISE AND SETTLEMENT

1. Form, Title and Transfer

1.1 Form of Securities

(a) **Form of Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Cleared Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)**

Securities will be issued in bearer form ("**Bearer Securities**"), with or without coupons (the "**Coupons**"), talons (the "**Talons**") and/or, in the case of Instalment Notes, receipts for the payment of Instalment Amounts (the "**Receipts**") or in registered form ("**Registered Securities**") as specified in the Final Terms. Securities in one form may not be exchanged for Securities in any other form except as provided below.

Bearer Securities will initially be issued in global form (each a "**Global Bearer Security**" and, if more than one, the "**Global Bearer Securities**"), and may only be exchanged for Securities in definitive form (each a "**Definitive Bearer Security**" and, if more than one, the "**Definitive Bearer Securities**") if specified in the Final Terms or upon an Exchange Event occurring, and in each case in accordance with the terms of the relevant Global Bearer Security. Registered Securities may initially be issued in global form (each a "**Global Registered Security**" and, if more than one, the "**Global Registered Securities**" and, together with a Global Bearer Security, each a "Global Security" and, if more than one, "**Global Securities**") if specified in the Final Terms, which may only be exchanged for Securities in definitive form (each a "**Definitive Registered Security**" and, if more than one, the "**Definitive Registered Securities**" and, together with Definitive Bearer Securities,

"**Definitive Securities**"), if specified in the Final Terms, or upon an Exchange Event occurring, and in each case in accordance with the terms of the relevant Global Registered Security. Registered Securities may initially be issued as Definitive Registered Securities if specified in the Final Terms. The Issuer will promptly give notice to Holders if an Exchange Event occurs.

(b) **Form of CREST Securities**

CREST Securities will be issued in dematerialised uncertificated registered form and will be held in accordance with the United Kingdom Uncertificated Securities Regulations 2001 (SI 2001/3755) including any modification or re-enactment thereof from time to time in force (the "**Uncertificated Regulations**"), and not constituted by any physical document of title. CREST Securities will be cleared through CREST and will be participating securities for the purposes of the Uncertificated Regulations.

(c) **Form of Danish Securities**

Danish Securities are issued in uncertificated and dematerialised book-entry form in accordance with Consolidated Act No. 459 of 27 April 2019 on Capital Markets (the "**Danish Capital Markets Act**"), as amended or replaced from time to time, and Executive Order No. 1175 of 4 November 2017 on, amongst other things, the registration of fund assets in a securities centre (Bekendtgørelse om registrering af fondsaktiver i en værdipapircentral) (the "**Danish VP Registration Order**"). References in these General Conditions to Coupons, Receipts, Talons and Global Securities shall not apply to Danish Securities.

(d) **Form of Finnish Securities**

Finnish Securities are issued in uncertificated and dematerialised book-entry form in accordance with the Finnish Securities Markets Act (746/2012), the Finnish Act on the Book-entry System and Settlement Activities (*laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (348/2017)) and the Finnish Act on Book-entry Accounts (*laki arvo-osuustileistä* (872/1991)), other applicable Finnish legislation and Euroclear Finland Rules. No Global Securities or Definitive Securities representing Finnish Securities will be issued, and the General Conditions of such securities will be construed accordingly. References in the General Conditions to Coupons, Receipts, Talons and Global Securities shall not apply to Finnish Securities.

(e) **Form of French Cleared Securities**

French Cleared Securities are issued in bearer form and the Global Security will be deposited on or prior to the original issue date of the Tranche with Euroclear France as central depositary and in CGN Form.

Upon the initial deposit of such Global Security with Euroclear France and payment of the relevant amount in respect of the subscribed Securities, the relevant nominal amount or number, as the case may be, of Securities will be credited to the account of Accountholders who have purchased the Securities and/or to the account of the Accountholder designated by the relevant purchaser(s). In respect of French Cleared Securities represented by a Global Security, the records of Euroclear France shall be conclusive evidence of the nominal amount or the number of Securities, and a statement issued by Euroclear France at any time shall be conclusive evidence of the records of Euroclear France at that time.

(f) **Form of French Securities**

French Securities are governed by French law, issued in dematerialised book-entry form and constitute (i) *obligations* within the meaning of Article L.213–5 of the French *Code monétaire et financier* ("**French Notes**") or (ii) other *titres*

de créance (excluding *titres de créances négociables*) within the meaning of Article L.213–0-1 of the French *Code monétaire et financier*.

French Securities are issued, at the option of the Issuer, in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France (acting as central depositary) which shall credit the accounts of Accountholders, or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Holder in either administered registered form (*au nominatif administré*) inscribed in the books of an Accountholder or in fully registered form (*au nominatif pur*) inscribed in an account held by Euroclear France and in the books maintained by the Issuer or the Registration Agent (designated in the Final Terms) acting on behalf of the Issuer.

(g) **Form of Norwegian Securities**

Norwegian Securities are issued in uncertificated book-entry form and cleared through the VPS, in accordance with the Securities Registration Act 2002-07-05 no. 64, as amended from time to time, and Regulation 2003-05-21 no. 620 on the information that shall be registered in a securities register and the VPS Rules. References in the Conditions to Coupons, Receipts, Talons and Global Securities shall not apply to Norwegian Securities.

(h) **Form of Swedish Securities**

Swedish Securities are issued in uncertificated and dematerialised book-entry form in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act (1998:1479) (*Sw. Lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*), other applicable Swedish legislation and the Relevant Rules. No Global Securities or Definitive Securities representing Swedish Securities will be issued, and the General Conditions of such securities will be construed accordingly. Swedish Securities will be transferred, cleared and settled with Euroclear Sweden. References in the General Conditions to Coupons, Receipts, Talons and Global Securities shall not apply to Swedish Securities.

(i) **Form of Swiss Securities**

Swiss Securities are issued in uncertificated form in accordance with article 973c of the Swiss Code of Obligations. The Holders of Swiss Securities shall at no time have the right to demand the conversion of uncertificated securities into, or the delivery of, a permanent global certificate or physical securities. By contrast, the Issuer shall have the right to effect the conversion of the uncertificated securities into a permanent global certificate in accordance with article 973b of the Swiss Code of Obligations or physical securities and vice versa.

By (i) registering Swiss Securities in uncertificated form in the main register (*Hauptregister*) of SIX SIS Ltd, Olten, Switzerland or any other Swiss central depository ("**SIS**") or depositing permanent global certificates or all the physical certificates of Swiss Securities, or by depositing Global Securities (governed by any other law), with SIS ("**Swiss Cleared Securities**") and (ii) by crediting the Swiss Securities or Swiss Cleared Securities to a securities account (*Effektenkonto*) of a depository bank with SIS, intermediated securities (*Bucheffekten*) ("**Intermediated Securities**") pursuant to the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) ("**FISA**") are created.

(j) **Initial issue of Global Securities**

If the Final Terms specifies 'NGN Form' to be 'Applicable' with respect to a Global Bearer Security, or if the Final Terms specifies 'Held under the NSS' to

be 'Applicable' with respect to a Global Registered Security to be held under the New Safekeeping Structure ("**NSS**") ("**NGN Form**"), such Global Bearer Security or Global Registered Security will be delivered on or prior to the original issue date of the Series or Tranche to a common safekeeper (a "**Common Safekeeper**"). The Aggregate Nominal Amount or aggregate number, as applicable, of the Global Security shall be that which is from time to time entered in the records of the Relevant Clearing System. Securities should only be issued in NGN Form where they are intended to be held in a manner which would allow Eurosystem eligibility but such recognition will depend upon the satisfaction of the Eurosystem eligibility criteria.

If the Final Terms specifies 'CGN Form' to be 'Applicable' ("**CGN Form**"), the Global Security may be delivered on or prior to the original issue date of the Series or Tranche to a Common Depositary for the Relevant Clearing System (and, in the case of Registered Securities, registered in the name of any nominee for the Relevant Clearing System). The Relevant Clearing System will then credit each subscriber with an Aggregate Nominal Amount or aggregate number, as applicable, of the Global Security equal to the nominal amount or number thereof for which it has subscribed and paid.

1.2 **Exchange of Securities**

(a) **Exchange of Global Securities (other than French Cleared Securities and French Securities)**

Each Series of Bearer Securities issued in compliance with the D Rules (in which case the Final Terms specifies 'Form of Securities' to be 'TEFRA: D Rules') will be initially issued in the form of a temporary global security in bearer form (a "**Temporary Global Security**") and will be exchangeable for a permanent bearer global security (a "**Permanent Global Security**"), free of charge, on and after its Exchange Date, upon certification as to non-US beneficial ownership in the form set out in the Master Agency Agreement.

Each Series of Bearer Securities issued in compliance with the C Rules (in which case the Final Terms specifies 'Form of Securities' to be 'TEFRA: C Rules') or in respect of which TEFRA does not apply (in which case the Final Terms specifies 'Form of Securities' to be 'TEFRA: Not Applicable') will be initially issued in the form of a Permanent Global Security.

Upon the occurrence of an Exchange Event on or after its Exchange Date each Permanent Global Security will be exchangeable, in whole but not in part, free of charge, for Definitive Securities. Temporary Global Securities will not be exchangeable for Definitive Securities.

If the Global Security is in CGN Form, on or after any due date for exchange, the Holder may surrender it or, in the case of a partial exchange, present it for endorsement to or to the order of the Issue and Paying Agent and in exchange the Issuer will deliver, or procure the delivery of, (i) in the case of a Temporary Global Security, a Permanent Global Security in an Aggregate Nominal Amount or aggregate number, as applicable, equal to that of the Temporary Global Security that is being exchanged, or (ii) in the case of a Permanent Global Security exchangeable for Definitive Securities, an equal Aggregate Nominal Amount or aggregate number, as applicable, of duly executed and authenticated Definitive Securities.

If the Global Security is in NGN Form, the Issuer will procure that details of such exchange be entered pro rata in the records of the Relevant Clearing System. On exchange in full of each Permanent Global Security, the Issuer will, if the Holder so requests, procure that it is cancelled and returned to the Holder together with the relevant Definitive Securities.

(b) **Exchange of French Cleared Securities**

In respect of French Cleared Securities, each Series of French Cleared Securities will be initially issued in the form of a Temporary Global Security and will be exchangeable, free of charge to the Holder, on and after its Exchange Date in whole or in part upon certification as to non-US beneficial ownership in the form set out in the Master Agency Agreement for interests in a Permanent Global Security.

(c) **Exchange of French Securities**

French Securities in one form may not be exchanged for French Securities in any other form except as provided below.

French Securities issued in fully registered form (*au nominatif pur*) may, at the option of the Holder, be converted into French Securities in administered registered form (*au nominatif administré*), and vice versa. The exercise of any such option by such Holder shall be made in accordance with Article R.211–4 of the French Code monétaire et financier. Any such conversion shall be effected at the cost of such Holder.

(d) **Exchange of Registered Securities (other than Danish Securities, Finnish Securities, Norwegian Securities, Swedish Securities and Swiss Securities)**

Registered Securities of each Series which are sold in an 'offshore transaction' within the meaning of Regulation S under the Securities Act will be represented by interests in a Global Security, without Coupons, Receipts or Talons, or deposited with, and registered in the name of, a Common Depositary or a Common Safekeeper on behalf of the Relevant Clearing System on its issue date.

1.3 **Denomination and Number**

(a) **Notes**

The Final Terms in respect of Securities that are Notes will specify the denomination or denominations (each a "**Specified Denomination**") in which such Securities are issued, the Aggregate Nominal Amount, the Issue Price per Security, the Settlement Currency and the Calculation Amount.

In the case of a Series with more than one Specified Denomination, Bearer Securities of one Specified Denomination will not be exchangeable for Bearer Securities of another Specified Denomination.

(b) **Certificates**

The Final Terms in respect of Securities that are Certificates will specify the Settlement Currency of such Securities, the Issue Price per Security, the number of Securities being issued and the Calculation Amount. All Certificates of a Series shall have the same Calculation Amount.

(c) **Exercisable Certificates**

The Final Terms in respect of Securities that are Exercisable Certificates will specify the Settlement Currency of such Securities, the Issue Price per Security, the number of Securities being issued, the Calculation Amount and the number of Exercisable Certificates comprising a Unit. All Exercisable Certificates of a Series shall have the same Calculation Amount. No Exercisable Certificates will have a nominal amount.

(d) **Redenomination**

If the Securities are Notes denominated in GBP and the Issuer determines that a Redenomination Date will occur, the Notes shall, without requiring the consent of the Holders, be redenominated into euro with effect from the Redenomination Date (provided that the Issuer has given prior notice thereof to the Issue and Paying Agent and the Relevant Clearing Systems and at least 30 days' prior notice thereof to the Holders). Following such redenomination, (i) all payments under the Securities (other than payments of interest in respect of periods commencing before the Redenomination Date) will be made in euro and not in sterling, and (ii) the Determination Agent shall make such adjustments to the Conditions or any other provisions relating to the Securities to account for the redenomination and to preserve substantially the economic effect to the Holders of a holding of the relevant Securities.

1.4 **Title**

(a) **Title to Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Securities, Norwegian Securities, Swedish Securities, Swiss Securities and Swiss Cleared Securities)**

Title to Bearer Securities and any Coupons, Receipts or Talons, as the case may be, passes by delivery. Title to Registered Securities passes by registration in the Register, which the Issuer shall procure is kept by the Registrar in accordance with the provisions of the Master Agency Agreement.

The Issuer and the relevant Agents shall (except as otherwise required by law or ordered by a court of competent jurisdiction) deem and treat the Holder (as defined below) of any Bearer Security, Coupon, Talon, Receipt or Registered Security as its absolute owner for all purposes (whether or not such Security is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it (or on the Global Security representing it) or its theft or loss) and no person shall be liable for so treating the Holder.

In these General Conditions, except in respect of CREST Securities, Danish Securities, Finnish Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities, "**Holder**" means the bearer of any Bearer Security or the person in whose name a Registered Security is registered, except that, in respect of any Global Securities, the person appearing as the accountholder for the Relevant Clearing System (the "**Accountholder**") shall be treated as the Holder for all purposes other than with respect to the payment or delivery of any amount due under the Securities (for which purpose the Common Depositary or Common Safekeeper (or their respective nominee, as applicable), as the case may be, shall be treated by the Issuer and any Agent as the relevant Holder).

(b) **Title to CREST Securities**

The CREST Agent on behalf of the Issuer shall maintain a record of uncertificated corporate securities (the "**Record**") in relation to CREST Securities and each person who is for the time being shown in the Record shall be treated by the Issuer and the Agents as the Holder of the particular nominal amount or number of CREST Securities, as the case may be, for all purposes (and the expression "**Holder**" and "**Holder of CREST Securities**" and related expressions shall be construed accordingly for the purpose of the Conditions).

No provision of the Conditions shall apply or have effect to the extent that it is in any respect inconsistent with (i) the holding of title to CREST Securities in uncertificated form, (ii) the transfer of title to CREST Securities by means of a relevant system or (iii) the Uncertificated Regulations. Without prejudice to the generality of the preceding sentence, so long as the CREST Securities are participating securities, (A) the Record shall be maintained at all times in the United Kingdom, (B) the CREST Securities will be issued in uncertificated

form in accordance with and subject as provided in the Uncertificated Regulations and (C) the Conditions shall remain applicable notwithstanding that they are not endorsed on any certificate or document of title for such CREST Securities.

As used in these General Conditions, each of "**Operator**", "**Operator register of corporate securities**", "**participating security**", "**record of uncertificated corporate securities**" and "**relevant system**" is as defined in the Uncertificated Regulations (and the relevant Operator is Euroclear UK & Ireland Limited or any additional or alternative Operator from time to time and notified to the Holders of CREST Securities).

(c) **Title to CREST Depository Interests**

Where the Final Terms specifies 'CDIs' to be 'Applicable' for a Series, investors may hold CREST Depository Interests ("**CDIs**") constituted and issued by the CREST Depository and representing indirect interests in such Securities. CDIs will be issued and settled through CREST.

Neither the Securities nor any rights with respect thereto will be issued, held, transferred or settled within CREST otherwise than through the issue, holding, transfer and settlement of CDIs. Holders of CDIs will not be entitled to deal directly in the Securities to which such CDIs relate (the "**Underlying Securities**"). Accordingly, all dealings in Securities represented by a holding of CDIs will be effected through CREST.

CDIs will be constituted and governed by the terms of the CREST Deed Poll. Holders of CDIs will have no rights against the Issuer, any Manager or any Agent in respect of the Underlying Securities, interests therein or the CDIs representing them.

(d) **Title to Danish Securities**

In respect of Danish Securities, the "**Holder**" will be the person evidenced as such by a book entry in the book-entry system and register maintained by VP. Ownership of the Danish Securities will be transferred by registration in the register between the direct or nominee Accountholders at VP in accordance with the Danish Capital Markets Act and the Danish VP Registration Order and the rules and procedures of the VP from time to time. Where a nominee is so evidenced, it shall be treated by the Issuer as the Holder of the relevant Danish Securities.

(e) **Title to Finnish Securities**

In respect of Finnish Securities, the "**Holder**" will be the person in whose name a Finnish Cleared Security is registered in a book-entry account in the book-entry system of Euroclear Finland (including a nominee Accountholder, as the case may be) in accordance with Finnish laws and the Euroclear Finland Rules. Where a nominee is so evidenced, it shall be treated as the Holder of the relevant Finnish Securities.

Notwithstanding any secrecy obligation, the Issuer and the Finnish Issue and Paying Agent shall, subject to the Relevant Rules and applicable laws, be entitled to obtain a list of the Holders and information on the Holders from Euroclear Finland (and Euroclear Finland shall be entitled to provide such information to the Issuer and the Finnish Issue and Paying Agent), provided that it is technically possible for Euroclear Finland to maintain such a list. The Issuer shall also pass on such information to the Finnish Issue and Paying Agent upon request.

(f) **Title to French Securities**

Title to French Securities will be evidenced in accordance with Articles L.211–3 and R.211–1 of the French *Code monétaire et financier* by book entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211–7 of the French *Code monétaire et financier*) will be issued in respect of French Securities.

In respect of French Securities, the holder of French Securities will be the person whose name appears in the account of the relevant Accountholder or of the Issuer or of the Registration Agent (as the case may be) as being entitled to such Securities and the term 'Holder' shall be construed accordingly.

In respect of French Securities, "Accountholder" means any intermediary institution entitled to hold accounts directly or indirectly on behalf of its customers with Euroclear France, and includes Euroclear and Clearstream Luxembourg.

(g) **Title to Norwegian Securities**

In respect of Norwegian Securities, the "**Holder**" will be the person registered in the VPS System as the Holder of the Norwegian Securities. The Holder will hold the Norwegian Securities through its authorised VPS Accountholder either directly or through a nominee. Where a nominee is registered in the VPS as the Holder, it shall be treated by the Issuer as the Holder of the relevant Norwegian Securities.

(h) **Title to Swedish Securities**

In respect of Swedish Securities, the "**Holder**" will be the person in whose name a Swedish Security is registered in a book-entry account in the book-entry system of Euroclear Sweden (including a nominee Accountholder, as the case may be) in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act (1998:1479) (*Sw. Lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) and the Euroclear Sweden Rules. Where a nominee is so evidenced, it shall be treated as the holder of the relevant Swedish Securities.

Notwithstanding any secrecy obligation, the Issuer shall, subject to the Relevant Rules and applicable laws, be entitled to obtain a list of the Holders and information on the Holders from Euroclear Sweden (and Euroclear Sweden shall be entitled to provide such information to the Issuer), provided that it is technically possible for Euroclear Sweden to maintain such a list. The Issuer shall pass on such information to the Swedish Issue and Paying Agent upon request.

(i) **Title to Swiss Securities and Swiss Cleared Securities**

In respect of Swiss Securities which constitute Intermediated Securities and Swiss Cleared Securities, the holder and legal owner of such Swiss Securities or Swiss Cleared Securities will be the person holding them in a securities account in his own name and for his own account with his depositary (*Verwahrungsstelle*) in accordance with the terms of the FISA (and the expression "**Holder**" as used herein shall be construed accordingly). The records of such depositary determine the number of Swiss Securities held by such Holder and the FISA grants each Holder the right to ask the depositary for information about Intermediated Securities that are credited to his or her account. The respective disclosure document (*Ausweis*) does not constitute a Swiss Security.

In respect of Swiss Securities which are issued in the form of uncertificated securities, but do not constitute Intermediated Securities, the holder and legal owner of such Swiss Securities will be the person registered as holder in the

register of uncertificated securities and "**Holder**" shall be construed accordingly. In respect of Swiss Securities converted to certificated securities by the Issuer issuing a permanent global certificate or physical securities which are not Intermediated Securities, the holder and legal owner of such Swiss Securities will be the person(s) holding the permanent global certificate or physical securities (and the expression "**Holder**" as used herein shall be construed accordingly).

1.5 **Transfers**

(a) **Transfers of Cleared Securities**

(i) **Cleared Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Securities, Norwegian Securities, Swedish Securities, Swiss Securities and Swiss Cleared Securities)**

Subject to General Condition 1.5(d) (*Minimum Tradable Amount*) below, transfers of Securities which are held in a Relevant Clearing System may be effected only through the Relevant Clearing System in which the Securities to be transferred are held and only in accordance with the Relevant Rules. Title will pass upon registration of the transfer in the books of Euroclear, Clearstream or the Euroclear France Accountholder, as the case may be.

(ii) **Transfers of CREST Securities**

Transfers of CREST Securities are effected upon registration of the transfer in the Operator register of corporate securities and subject to and in accordance with the Uncertificated Regulations and the rules, procedures and practices in effect of the Operator (the "**CREST Requirements**").

Transfers of CREST Securities will be effected without charge by or on behalf of the Issuer, the Operator or the CREST Agent, but upon payment of any Taxes that may be imposed in relation to them (or the giving of such indemnity as the Issuer, the Operator or the CREST Agent may require).

(iii) **Transfers of Danish Securities**

Danish Securities will be transferable only in accordance with the Danish Capital Markets Act, the Danish VP Registration Order and the procedures applicable to and/or issued by VP from time to time.

(iv) **Transfers of Finnish Securities**

Transfers of Finnish Securities are effected upon entry in the Euroclear Finland Register and in accordance with the Relevant Rules, the Finnish Act on the Book-entry System and Settlement Activities (laki arvo-osuusjärjestelmästä ja selvitystoiminnasta (348/2017)) and the Finnish Act on Book-entry Accounts (laki arvo-osuustileistä (872/1991)).

(v) **Transfers of French Securities**

Title to French Securities in bearer dematerialised form (*au porteur*) and in administered registered form (*au nominatif administré*) will pass upon, and transfers of such Securities may only be effected through, registration of the transfers in the accounts of the Accountholders. Title to French Securities in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Securities may only be effected through, registration of the transfers in the accounts of the Issuer or of the Registration Agent.

(vi) **Transfers of Norwegian Securities**

Transfers of Norwegian Securities are effected upon registration of such transfer in the VPS Register and in accordance with the Relevant Rules.

(vii) **Transfers of Swedish Securities**

Transfers of Swedish Securities are effected upon entry in the Euroclear Sweden Register and in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act (1998:1479) (*Sw. Lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) and the Relevant Rules.

(viii) **Transfers of Swiss Securities**

Swiss Securities constituting Intermediated Securities may solely be transferred and otherwise disposed of in accordance with the provisions of the FISA, being transferred and disposed of by instruction of the Holder to his depositary to transfer the Intermediated Securities and crediting the Intermediated Securities to the account of the transferee's depositary and the Holders shall at no time have the right to demand the conversion of uncertificated securities into, or the delivery of, a Global Security or physical securities; by contrast, the Issuer shall have the right to effect the conversion of the uncertificated securities into a Global Security and physical securities and vice versa.

(b) **Transfers of non-cleared Securities**

(i) **Non-cleared Bearer Securities**

Bearer Securities which are not Cleared Securities will be transferred by delivery.

(ii) **Non-cleared Registered Securities**

Registered Securities which are not Cleared Securities may be transferred only through the Register by delivery in writing to the Registrar or any Transfer Agent of (A) the relevant Definitive Registered Security or Global Registered Security representing such Registered Securities to be transferred, (B) the duly completed form of transfer, or notice of redemption and surrender and (C) any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Securities, a new Definitive Registered Security shall be issued to the transferee in respect of the part transferred and a further new Definitive Registered Security or Global Registered Security in respect of the balance of the holding not transferred shall be issued to the transferor. Transfers of part only of a holding of Registered Securities represented by a non-cleared Global Registered Security may only be made in part (1) if an Exchange Event occurs, or (2) with the consent of the Issuer, provided that, the registered Holder has given the Registrar not less than ten Business Days' notice at its specified office of the registered Holder's intention to effect such transfer. All transfers of Securities and entries on the Register will be made subject to the detailed regulations concerning transfers of Securities scheduled to the Master Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and each Holder. A copy of the current regulations will be made available by the Registrar to any Holder upon request.

Transfers of Registered Securities will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any Taxes that may be imposed in relation to it (or the giving

of an indemnity as the Issuer, Registrar or the relevant Transfer Agent may require).

(c) **Registered Security closed periods**

No Holder may require the transfer of a Definitive Registered Security (i) during the period of 15 calendar days ending on the due date for exercise of such Definitive Registered Security, (ii) on any day after the date any Delivery Entitlement Instruction (if earlier) is delivered by such Holder, (iii) during the period of 15 calendar days before any date on which such Definitive Registered Security may be cancelled by the Issuer at its option, (iv) after any such Definitive Registered Security has been called for redemption or has been exercised or (v) during the period of seven calendar days ending on (and including) any Record Date.

(d) **Minimum Tradable Amount**

Transactions in the Securities may, if specified in the Final Terms, be subject to a Minimum Tradable Amount, in which case such Securities will be transferable only in a nominal amount, in the case of Notes, or in a number, in the case of Certificates, of not less than such Minimum Tradable Amount and, in the case of Cleared Securities, in accordance with the Relevant Rules.

2. **Status**

The Securities constitute direct, unsecured and unsubordinated obligations of the Issuer and rank equally among themselves. The payment obligations of the Issuer under the Securities will rank equally with all other present and future unsecured and unsubordinated obligations of the Issuer (except for such obligations as may be preferred by provisions of law that are both mandatory and of general application). The Securities do not evidence deposits of the Issuer. The Securities are not insured or guaranteed by any government or government agency.

3. **Contractual acknowledgement of bail-in in respect of Swiss Securities**

By its acquisition of Swiss Securities, each Holder of Swiss Securities:

(a) acknowledges and agrees to be bound by and consents to the exercise of any UK Bail-In Power by the Relevant UK Resolution Authority that may result in the cancellation of all, or a portion, of the principal amount of, or interest on, the Swiss Securities and/or the conversion of all, or a portion of, the principal amount of, or interest on, the Swiss Securities into shares or other securities or other obligations of the Issuer or another person, including by means of a variation to the Conditions of the Swiss Securities, in each case, to give effect to the exercise by the Relevant UK Resolution Authority of such UK Bail-In Power; and

(b) acknowledges and agrees that the rights of Holders of the Swiss Securities are subject to, and will be varied, if necessary, so as to give effect to, the exercise of any UK Bail-In Power by the Relevant UK Resolution Authority.

Each Holder of the Swiss Securities that acquires its Swiss Securities in the secondary market shall be deemed to acknowledge and agree to be bound by and consent to the same provisions specified in the Conditions to the same extent as the Holders of the Swiss Securities that acquire the Swiss Securities upon their initial issuance, including, without limitation, with respect to the acknowledgement and agreement to be bound by and consent to the Conditions of the Securities, including in relation to any UK Bail-In Power.

The exercise of any UK Bail-In Power by the Relevant UK Resolution Authority with respect to Swiss Securities shall not constitute an Event of Default.

4. **Contractual acknowledgement of bail-in in respect of French Securities**

By its acquisition of French Securities, each Holder of French Securities:

(a) acknowledges and agrees to be bound by and consents to the exercise of any UK Bail-In Power by the Relevant UK Resolution Authority that may result in the cancellation of all, or a portion, of the principal amount of, or interest on, the French Securities and/or the conversion of all, or a portion of, the principal amount of, or interest on, the French Securities into shares or other securities or other obligations of the Issuer or another person, including by means of a variation to the Conditions of the French Securities, in each case, to give effect to the exercise by the Relevant UK Resolution Authority of such UK Bail-In Power; and

(b) acknowledges and agrees that the rights of Holders of the French Securities are subject to, and will be varied, if necessary, so as to give effect to, the exercise of any UK Bail-In Power by the Relevant UK Resolution Authority.

Each Holder of the French Securities that acquires its French Securities in the secondary market shall be deemed to acknowledge and agree to be bound by and consent to the same provisions specified in the Conditions to the same extent as the Holders of the French Securities that acquire the French Securities upon their initial issuance, including, without limitation, with respect to the acknowledgement and agreement to be bound by and consent to the Conditions of the Securities, including in relation to the UK Bail-In Power.

The exercise of the UK Bail-In Power by the Relevant UK Resolution Authority with respect to French Securities shall not constitute an Event of Default.

5. Calculations and Publication

5.1 Rounding

For the purposes of any calculations required pursuant to the Conditions, unless otherwise specified all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with half a unit being rounded up), save in the case of Japanese yen, which shall be rounded down to the nearest Japanese yen. For these purposes, "**unit**" means the lowest amount of such currency that is available as legal tender in the country of such currency.

5.2 Determination and publication of interest or coupon rates, Interest Amounts and amounts in respect of settlement

As soon as practicable on such date as the Issue and Paying Agent or, as applicable, the Determination Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation in respect of or in connection with any Security, such Agent shall determine such rate, obtain any required quotation or make such determination or calculation, as the case may be, and cause the relevant payment amount to be notified to the Issuer, each of the Paying Agents, the Holders, any other Agent in respect of the Securities that is to make a payment, delivery or further calculation or determination upon receipt of such information and, if the Securities are listed and the rules of the Relevant Stock Exchange or other relevant authority so require, such exchange or relevant authority, as soon as possible after their determination.

5.3 Calculation Amount

(a) Calculations in respect of Securities

(i) Notwithstanding anything to the contrary in the Conditions or the Master Agency Agreement:

(A) in respect of a Security for which a Specified Denomination is stated, each calculation of a physical amount deliverable in respect of such Security hereunder shall be made on the basis of the relevant Calculation Amount and the amount payable on any particular Security shall be equal to the product of (i) the amount produced by such calculation (after applying any applicable

rounding in accordance with the Conditions) and (ii) a number equal to the Specified Denomination of the relevant Security divided by the relevant Calculation Amount;

(B) in respect of a Security for which no Specified Denomination is stated, each calculation of a physical amount deliverable in respect of such Security hereunder shall be made on the basis of the relevant Calculation Amount; and

(C) each calculation of an amount payable in cash in respect of each Security (other than Definitive Securities) shall be based on the Aggregate Nominal Amount or aggregate number (as applicable) of all such Securities outstanding on such date (or the relevant affected portion thereof), rounded in accordance with the method provided in General Condition 5.1 (*Rounding*) above and distributed in accordance with the Relevant Rules.

(ii) For the avoidance of doubt, in relation to any amount or Entitlement which is payable or deliverable under the Conditions in respect of a Security and which is calculated by reference to a Calculation Amount, references to (A) 'Security', in the case of Securities that are Notes, shall mean a Security having a nominal amount (or face value) equal to the Calculation Amount and (B) an amount 'per Calculation Amount', in the case of Certificates or Exercisable Certificates, shall mean per Security.

5.4 **Business Day Convention**

If any date specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day and where in each case the Final Terms specifies Business Day Convention as:

(a) 'Floating Rate', such date shall be postponed to the next day which is a Business Day unless it would thereby fall in the next calendar month, in which event (A) such date shall be brought forward to the immediately preceding Business Day and (B) each subsequent such date shall be the last Business Day in the month in which such date would have fallen had it not been subject to adjustment;

(b) 'Following', such date shall be postponed to the next day that is a Business Day;

(c) 'Modified Following', such date shall be postponed to the next day that is a Business Day unless it would fall in the next calendar month, in which case such date shall be brought forward to the immediately preceding Business Day;

(d) 'Nearest', such date shall be brought forward to the first preceding day that is a Business Day if the Relevant Date otherwise falls on a day other than a Sunday or a Monday and shall be postponed to the first following day that is a Business Day if the Relevant Date otherwise falls on a Sunday or a Monday; or

(e) 'Preceding', such date shall be brought forward to the immediately preceding Business Day.

Swedish Securities shall only apply 'Following' or 'Modified Following' Business Day Conventions.

6. **Payments and Deliveries**

6.1 **Payments and deliveries in respect of Definitive Bearer Securities**

In respect of any Definitive Bearer Security, payments of principal or settlement amount will be made against and subject to the presentation and surrender (or, in the case of part payment, endorsement) of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the

Receipt is presented for payment together with its relevant Note) or the relevant Definitive Bearer Security, as the case may be, at the specified office of any Paying Agent outside the United States, by a cheque drawn in the currency in which payment is due, or by transfer to an account with an Account Bank denominated in such currency, as applicable. Payments of interest or coupon will be made as set out above but against and subject to the presentation and surrender of the relevant Coupon. Deliveries of any Entitlement shall be made in the manner notified to Holders.

Notwithstanding the foregoing, payments of principal, instalments of principal, settlement amount, interest or coupon (as applicable) may be made in United States dollars at the specified office of any Paying Agent in New York City if (i) the Issuer has appointed Paying Agents with offices outside of the United States with the reasonable expectation that such Paying Agents would be able to make payment in United States dollars, (ii) payment of the full amount of such interest, coupon, instalment of principal, principal or settlement amount (as applicable) in United States dollars at the offices of such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable United States law, without involving, in the determination of the Issuer, any adverse tax consequences to the Issuer.

6.2 **Payments and Deliveries in respect of Definitive Registered Securities**

Payments of principal (which for the purposes of this General Condition 6.2 shall include final Instalment Amounts payable on final redemption of the Securities but not other Instalment Amounts) or settlement amount and deliveries of any Entitlement in respect of each Definitive Registered Security will be made against and subject to the condition to settlement, presentation and surrender of the relevant Definitive Registered Security at the specified office of the Registrar or any of the Transfer Agents and in the manner provided in the immediately following paragraph below.

Payments of interest (which for the purposes of this General Condition 6.2 shall include all Instalment Amounts other than final Instalment Amounts payable on final redemption of the Securities) or coupon (as applicable) in respect of each Definitive Registered Security will be made on the relevant due date to the Holder, or the first-named of any joint Holders, appearing in the Register at the close of business on the relevant Record Date by cheque, drawn on an Account Bank and mailed to such Holder at the address in the Register, or by electronic transfer to an account in the relevant currency maintained by the payee with an Account Bank. Delivery of any Entitlement will be made in the manner notified to Holders.

6.3 **Payments and Deliveries in respect of Global Securities**

(a) **Global Bearer Securities**

No payment or delivery falling due after the Exchange Date will be made on any Global Bearer Securities unless exchange for an interest in a Permanent Global Security or for Definitive Bearer Securities is improperly withheld or refused. Payments on any Temporary Global Security issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-US beneficial ownership in the form set out in the Master Agency Agreement.

(b) **CGNs**

All payments and deliveries in respect of Bearer Securities in CGN Form will be made against and subject to presentation for endorsement and, if no further payment or delivery falls to be made in respect of the Global Bearer Securities, surrender of that Global Bearer Security to or to the order of the Issue and Paying Agent or such other Paying Agent as shall have been notified to the Holders for such purpose.

(c) **NGNs and Global Securities held under NSS**

If a Global Bearer Security is a Cleared Security in NGN Form or a Global Registered Security is a Cleared Security held under the NSS, the Issuer shall procure that details of each such payment and delivery shall be entered in the records of the Relevant Clearing System. Payments and deliveries in respect of Securities in NGN Form will be made to its Holder. Each payment and delivery so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the Relevant Clearing System shall not affect such discharge.

(d) **Global Registered Securities that are Cleared Securities**

All payments and deliveries in respect of Cleared Securities that are represented by a Global Registered Security will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Record Date.

(e) **Relationship of Accountholders and Relevant Clearing Systems**

Each of the persons shown in the records of the Relevant Clearing System as the Holder represented by a Global Security must look solely to the Relevant Clearing System for his share of each payment or delivery made by the Issuer to the bearer of such Global Bearer Security or the Holder of the underlying Registered Securities. The obligations of the Issuer will be discharged by payment or delivery to the bearer of such Global Bearer Security or the Holder of the underlying Registered Security, as the case may be, in respect of each amount so paid or delivered.

6.4 **Payments and Deliveries in respect of CREST Securities**

The Issuer shall procure that all payments in respect of CREST Securities are made to the relevant Holder's cash memorandum account for value on the Relevant Date, such payment to be made in accordance with the CREST Requirements.

Each of the persons shown in the Record as the Holder of a particular nominal amount or number of CREST Securities must look solely to the settlement bank or institution at which its cash memorandum account is held for its share of each such payment so made by or on behalf of the Issuer.

6.5 **Payments and Deliveries in respect of Danish Securities**

Payments of principal, interest and instalments of principal in respect of Danish Securities will be made to the Holders of the Danish Securities on the fifth Danish Business Day (or such other day which may become customary on the Danish bond market in respect of Danish Securities, which in respect of Danish Securities denominated in Danish kroner is expected to be the third Danish Business Day) prior to the Interest Payment Date or the Scheduled Settlement Date, as the case may be, all in accordance with the Relevant Rules.

6.6 **Payments and Deliveries in respect of Finnish Securities**

Payments of principal, interest and instalments of principal in respect of the Finnish Securities will be made to the Holders of the Finnish Securities (appearing on the register maintained by Euroclear Finland in accordance with the Relevant Rules at the close of business on the TARGET Day immediately preceding the Relevant Date) in accordance with the Finnish Act on the Book-entry System and Settlement Activities (*laki arvo-osuusjärjestelmästä ja selvitystoiminnasta (348/2017)*), the Finnish Act on Book-entry Accounts (*laki arvo-osuustileistä (872/1991)*), other applicable Finnish legislation and the Relevant Rules.

6.7 **Payments and Deliveries in respect of French Securities**

Payments of principal, settlement amount, interest and instalments of principal in respect of French Securities shall, in the case of French Securities in bearer form (*au porteur*) or administered registered form (*au nominatif administré*), be made by transfer to the account denominated in the relevant currency of the relevant Accountholders for the benefit of the Holders of such Securities and, in the case of French Securities in fully registered form (*au nominatif pur*), to an account denominated in the relevant currency with a Receiving Bank designated by the relevant Holder of such Securities. All payments validly made to such Accountholders will be an effective discharge of the Issuer in respect of such payments.

For the purpose of this General Condition 6.7, "**Receiving Bank**" means a bank in the principal financial centre of the relevant currency or, in the case of euro, in a city in which banks have access to the TARGET System.

6.8 **Payments and Deliveries in respect of Norwegian Securities**

The Issuer will ensure that all payments to Holders of Norwegian Securities will be made with the assistance of the Norwegian Issue and Paying Agent as well as the Accountholder for the Issuer in the VPS System and in accordance with the Relevant Rules.

6.9 **Payments and Deliveries in respect of Swedish Securities**

Payments of principal, settlement amount, interest, coupon and instalments of principal (as applicable) in respect of the Swedish Securities will be made to the Holders of the Swedish Securities (appearing on the register maintained by Euroclear Sweden in accordance with the Relevant Rules at the close of business on (i) in respect of principal and interest payments on Securities issued in notional, the fifth and (ii) in respect of payments of principal or settlement amount (as applicable) on Securities issued in units, the fourth and (iii) in respect of interest or coupon payments on Securities issued in units, the fifth, Stockholm Business Day before the Relevant Date) in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act (1998:1479) (*Sw. Lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*), and the Relevant Rules.

6.10 **Payments and Deliveries in respect of Swiss Securities**

Payments of principal, interest and instalments of principal as well as deliveries in respect of Swiss Securities or other Securities held through SIS shall be made, subject to applicable fiscal and other laws and regulations of the Relevant Clearing System(s), to the Relevant Clearing System(s) or to its/their order for credit to the account(s) of the relevant Accountholder(s) in accordance with the Relevant Rules. The Issuer and the Swiss Issue and Paying Agent shall be discharged by payment or delivery to, or to the order of, such Accountholders. Swiss Securities shall not be physically delivered as long as no Definitive Securities (*Wertpapiere*) are printed. Swiss Securities may be printed in whole but not in part.

6.11 **Unmatured Coupons and Receipts and unexchanged Talons**

(a) **Unmatured Coupons and unexchanged Talons void**

Upon the due date for redemption or final settlement of any Definitive Bearer Security, unmatured Coupons and unexchanged Talons relating to such Security (whether or not attached) shall become void and no payment shall be made in respect of them.

(b) **Requirement for Indemnity**

Where any Definitive Bearer Security is presented for redemption or final settlement without all unmatured Coupons or any unexchanged Talon relating to

it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(c) **Unmatured Receipts Void**

Upon the due date for redemption or final settlement of any Definitive Bearer Security that is redeemable in instalments, all Receipts relating to such Security having an Instalment Date falling on or after such date (whether or not attached) shall become void and no payment shall be made in respect of them.

6.12 **Taxes, Exercise Price, Settlement Expenses and conditions to settlement**

(a) Payment of any Settlement Amount and delivery of any Entitlement shall be subject to deduction, or conditional upon:

(i) depositing (in the case of Bearer Securities) the relevant Bearer Securities with any Paying Agent or (in the case of Registered Securities) the relevant Global Registered Security or Definitive Registered Security representing such Registered Securities with the Registrar or any Transfer Agent at its specified office;

(ii) if the Final Terms specifies 'Settlement Method' as 'Physical', delivery of a valid and complete Delivery Entitlement Instruction; and

(iii) payment by the relevant Holder(s), of any applicable Taxes and (unless the Final Terms specifies 'Not Applicable') Settlement Expenses and any other amounts payable as specified in the Conditions. The Issuer shall notify the Holder(s) of (A) such applicable Taxes, Settlement Expenses and other amounts payable and (B) the manner in which such amounts shall be paid by the Holder(s).

(b) In the case of Exercisable Certificates only, payment of any cash amount payable and delivery of any Entitlement shall (in addition to the conditions set out in paragraph (a) above) be conditional upon either payment by the relevant Holder of any Exercise Price or receipt of evidence satisfactory to the Issuer of the Holder(s) having given irrevocable instructions to pay the Issuer (or the Issuer's agent as the case may be) such Exercise Price in accordance with the instructions that the Issuer shall notify to the Holder(s) prior to the date on which settlement is scheduled to occur.

6.13 **Payments on Business Days**

Subject to the application of any Business Day Convention, if the date on which any amount is payable is not (i) a Business Day (or, in respect of Swedish Securities only, a Stockholm Business Day) and (ii) in the case of Definitive Securities only, 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 place of presentation, then payment will not be made until the next succeeding day which is (A) a Business Day (or, in respect of Swedish Securities only, a Stockholm Business Day) and (B) in the case of Definitive Securities only, also 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 place of presentation, and the Holder thereof shall not be entitled to any further payment in respect of such delay.

6.14 **Payments in CNY**

All payments in CNY in respect of a Security will be made solely by transfer to a bank account denominated in CNY and maintained in accordance with the applicable laws and regulations at a bank in Hong Kong.

7. Settlement

7.1 Physical Settlement by Delivery of the Entitlement

(a) Delivery of Entitlement

The following provisions apply to the delivery of all Entitlements in respect of Securities:

(i) Save in respect of French Securities, the Issuer shall, subject to this General Condition 7, General Condition 5 (*Calculations and Publication*) and General Condition 6 (*Payments and Deliveries*), on any relevant Physical Delivery Date, deliver (or procure delivery on its behalf) of the relevant Entitlement in respect of each Security to such account in respect of Cleared Securities in the Relevant Clearing System in accordance with the Relevant Rules and, in respect of all other Securities, such account as may be notified by the relevant Holder to the Issuer in the relevant Delivery Entitlement Instruction at the risk and expense of the relevant Holder. If a Holder does not provide the Issuer with sufficient instructions in a timely manner to enable the Issuer (directly or acting through such person (including any of its Affiliates) as it may procure) and/or the Relevant Clearing System, if applicable, to effect any required delivery of the Entitlement, the due date for such delivery shall be postponed accordingly. The Issuer and the Relevant Clearing System, if applicable, shall determine whether any instructions received by it are sufficient and whether they have been received in time to enable delivery on any given date. As used in this General Condition 7.1, "**delivery**" means, in relation to any Entitlement, the carrying out of the steps required of the Issuer (or such person (including any of its Affiliates) as it may procure to make the relevant delivery on its behalf) in order to effect the transfer of the relevant Entitlement and "**deliver**", "**delivered**" and "**deliverable**" shall be construed accordingly. The Issuer (or such person (including any of its Affiliates) as it may procure to make the relevant delivery on its behalf) shall not be responsible for any delay or failure in the delivery of any Entitlement once such steps have been carried out, whether resulting from settlement periods of clearing systems, acts or omissions of registrars or otherwise and shall have no responsibility for the lawfulness of the acquisition or transfer of the Entitlement or any interest therein by any Holder or any other person.

(ii) In respect of French Securities, subject to prior delivery of the relevant Entitlement by the Issuer, the French Issue and Paying Agent shall, subject to the remaining provisions of this General Condition 7, General Condition 5 (*Calculations and Publication*) and General Condition 6 (*Payments and Deliveries*), on any relevant Physical Delivery Date, deliver or procure the delivery of the relevant Entitlement in respect of each Security, at the risk and expense of the relevant Holder, on such account as may be specified by the relevant Holder to the French Issue and Paying Agent in the relevant Delivery Entitlement Instruction or Exercise Notice, as applicable. If a Holder does not provide the French Issue and Paying Agent with sufficient instructions in a timely manner to enable the French Issue and Paying Agent to effect any required delivery of the Entitlement, the due date for such delivery shall be postponed accordingly. The French Issue and Paying Agent, if applicable, shall determine whether any instructions received by it are sufficient and whether they have been received in time to enable delivery on any given date. As used herein, "delivery" in relation to any Entitlement means the carrying out of the steps required of the Issuer or the French Issue and Paying Agent (or such person as it may procure to make the relevant delivery) in order to effect the transfer of the relevant Entitlement and "deliver" shall be construed accordingly. Neither the Issuer nor the

French Issue and Paying Agent shall be responsible for any delay or failure in the transfer of any Entitlement once such steps have been carried out, whether resulting from settlement periods of clearing systems, acts or omissions of registrars or otherwise, and shall have no responsibility for the lawfulness of the acquisition or transfer of the Entitlement or any interest therein by any Holder or any other person.

(iii) No Holder will be entitled to receive dividends declared or paid in respect of any Underlying Asset or to any other rights relating to or arising out of any such component of the Entitlement if the Record Date for the relevant dividend or relevant right in respect of such components and Entitlement falls before the relevant Physical Delivery Date.

(iv) Delivery of any Entitlement shall be subject to the condition to settlement in General Condition 6.12 (*Taxes, Exercise Price, Settlement Expenses and conditions to settlement*).

(v) Save in respect of French Securities, the Issuer will endeavour to deliver (or procure delivery on its behalf) the relevant Entitlement to the Holder on the relevant Physical Delivery Date. In the event that a Holder requests that delivery of the Entitlement be made at a location or in a method that is different from that specified in the Conditions, the Issuer may (but is not obliged to) seek to deliver the Entitlement to such location and/or by such method, provided that no additional unreimbursed costs are incurred. The Issuer shall, subject as provided below, on the relevant Physical Delivery Date, deliver (or procure delivery on its behalf) the Transfer Documentation relating to the Entitlement (or, in the case of an Underlying Asset that is an equity unit, the Transfer Documentation in respect of such equity unit) to or to the order of the Holder or to such bank or broker as the Holder has specified in the relevant Delivery Entitlement Instruction.

(vi) In respect of French Securities , subject to prior delivery of the relevant Entitlement by the Issuer, the French Issue and Paying Agent will endeavour to deliver (or procure delivery of) the relevant Entitlement to the Holder on the relevant Physical Delivery Date. In the event that a Holder requests that delivery of the Entitlement be made at a location or in a method that is different from that specified in the Final Terms, the French Issue and Paying Agent may (but is not obliged to), provided that no additional unreimbursed costs are incurred, seek to deliver the Entitlement to such location and/or by such method. The French Issue and Paying Agent shall, subject to having received the relevant Transfer Documentation from the Issuer and as provided below, on the relevant Physical Delivery Date, deliver or procure the delivery of the Transfer Documentation relating to the Entitlement (or, in the case of a Reference Asset that is an equity unit, the Transfer Documentation in respect of such equity unit) to or to the order of the Holder or to such bank or broker as the Holder has specified in the relevant Delivery Entitlement Instruction.

(vii) All Entitlements will be delivered at the risk of the relevant Holder.

(viii) In respect of Norwegian Securities and Danish Securities, the Entitlements may not necessarily be registered in the VPS or the VP, respectively.

(b) **Settlement Disruption Event**

Subject to General Condition (c) (*Entitlement Substitution*), if, in the opinion of the Determination Agent, delivery of an Entitlement or any portion thereof is (or is likely to become) impossible or impracticable by reason of a Settlement

Disruption Event having occurred and continuing on the relevant Physical Delivery Date (the assets constituting such Entitlement or portions thereof (the "**Affected Assets**")), then such Physical Delivery Date shall be postponed to the first following Relevant Settlement Day in respect of which there is no such Settlement Disruption Event, provided that:

(i) the Issuer shall attempt to deliver (or procure delivery on its behalf) any portion of the Entitlement which does not comprise Affected Assets on the originally designated Physical Delivery Date;

(ii) the Issuer may elect to satisfy its obligations in respect of the relevant Security by delivering (or procuring delivery on its behalf) some or all of the Affected Assets in such manner as it may determine and in such event the relevant Physical Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner; and

(iii) in respect of any Affected Assets, in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect to satisfy its obligations in respect of the relevant Security by payment by the Issuer (or any person (including any of its Affiliates) as it may procure to make the relevant payment on its behalf) to the relevant Holder of the Disruption Cash Settlement Price on the Disruption Cash Settlement Date.

In respect of French Securities:

(i) the Issuer shall attempt to deliver, or shall attempt to procure delivery of, any portion of the Entitlement which does not comprise Affected Assets, on the originally designated Physical Delivery Date;

(ii) the Issuer may elect to satisfy its obligations in respect of the relevant Security by delivering or, by procuring delivery of, some or all of the Affected Assets using such other commercially reasonable manner as it may select and in such event the relevant Physical Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner; and

(iii) in respect of any Affected Assets, in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer (or any person (including any of its Affiliates)) may elect to satisfy its obligations in respect of the relevant Security by payment or by procuring payment to the relevant Holder of the Disruption Cash Settlement Price on the Disruption Cash Settlement Date.

The Determination Agent shall give notice as soon as practicable to the Holders that a Settlement Disruption Event has occurred and payment of the Disruption Cash Settlement Price will be made, subject to this General Condition 7 (*Settlement*), General Condition 45 (*Calculations and Publication*) and General Condition 6 (*Payments and Deliveries*), in such manner as shall be notified. Save in respect of Belgian Securities, no Holder shall be entitled to any additional amount in the event of any delay in the delivery of the Entitlement or payment of the Disruption Cash Settlement Price due to the occurrence of a Settlement Disruption Event (provided this sentence shall not apply in respect of Belgian Securities). Save in respect of French Securities, no liability in respect thereof shall attach to the Issuer, any person (including any of its Affiliates) as it may procure to make the relevant delivery on its behalf, and/or the Determination Agent.

(c) **Entitlement Substitution**

Notwithstanding any provisions set out in General Condition 17.2 (*Merger Events, Nationalisation, Insolvency, Insolvency Filing, Delisting and Tender Offers*) and if the Final Terms specifies 'Entitlement Substitution' to be 'Applicable', if the Issuer determines that (i) all or part of the Entitlement comprises securities, instruments or obligations that are not freely transferable, and/or (ii) it is not able to (or reasonably expects not to be able to) acquire all or part of the Entitlement in the secondary market in time to deliver the Entitlement when due under the Securities as a result of illiquidity (which term, for the avoidance of doubt, may include without limitation the circumstance where trading in the Entitlement on a relevant exchange is halted (permanently or temporarily) or suspended), and/or (iii) (unless the Securities are Belgian Securities) the price of all or part of the Entitlement has been materially affected as a result of illiquidity (each an "**Entitlement Substitution Event**") (in each case, such components of the Entitlement constituting the "**Affected Entitlement Components**"), the Issuer may elect to either:

(i) substitute for such Affected Entitlement Components, by delivering (or procuring delivery on its behalf) an equivalent value of such other securities, instruments or obligations which the Determination Agent determines are freely transferable and/or not affected by illiquidity, as applicable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be); or

(ii) not deliver or procure the delivery of the Affected Entitlement Components to the relevant Holders, but, subject to this General Condition 7 (*Settlement*), General Condition 5 (*Calculations and Publication*) and General Condition 6 (*Payments and Deliveries*), in lieu thereof to make payment of the Alternate Cash Amount to the relevant Holders on the Alternate Cash Amount Settlement Date,

provided that the Issuer may in its discretion determine to postpone delivery of the Entitlement for up to the later of (1) 30 days after the Scheduled Settlement Date for so long as the Entitlement Substitution is subsisting and (2) the fifth Business Day following the cessation of the Entitlement Substitution Event, and thereafter either deliver the Entitlement or take any of the actions described in (i) or (ii) above. Save in respect of Belgian Securities, no interest shall be payable in respect of any such postponement.

Notification of the determination of an Entitlement Substitution Event and any Alternate Cash Amount and Alternate Cash Amount Settlement Date will be given to Holders by the Issuer as soon as reasonably practicable.

In respect of Belgian Securities only, the Holders will not be charged any amounts by or on behalf of the Issuer in connection with the substitution of the Affected Entitlement Components or the payment of the Alternate Cash Amount in lieu thereof.

In respect of French Securities, where 'Entitlement Substitution' is specified in the Final Terms, if the Issuer determines that (i) all or part of the Entitlement comprises securities, instruments or obligations that are not freely transferable, and/or (ii) it is not able to (or reasonably expects not to be able to) acquire all or part of the Entitlement in the secondary market in time to deliver or procure delivery of the Entitlement when due under the Securities as a result of illiquidity (which term, for the avoidance of doubt, may include without limitation the circumstance where trading in the Entitlement on a relevant exchange is halted (permanently or temporarily) or suspended), and/or (iii) the price of all or part of the Entitlement has been materially affected as a result of illiquidity (each an "**Entitlement Substitution Event**"), (in each case, such components of the Entitlement constituting the "**Affected Entitlement Components**"), the Issuer may elect to either:

(i) substitute, or procure substitution of, for such Affected Entitlement Components, an equivalent value (as determined by the Determination Agent of such other securities, instruments or obligations which the Determination Agent determines are freely transferable and/or not affected by illiquidity, as applicable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be); or

(ii) not deliver or procure the delivery of the Affected Entitlement Components to the relevant Holders, but, subject to General Condition 7 (*Settlement*), General Condition 5 (*Calculations and Publication*) and General Condition 6 (*Payments and Deliveries*), in lieu thereof to make payment of the Alternate Cash Amount to the relevant Holders on the Alternate Cash Amount Settlement Date,

provided that the Issuer may determine to postpone delivery of the Entitlement for up to the later of (1) 30 days after the scheduled Redemption Date, Exercise Cash Settlement Date or Exercise Physical Settlement Date (as the case may be) for so long as the Entitlement Substitution is subsisting and (2) the fifth Business Day following the cessation of the Entitlement Substitution Event, and thereafter either deliver the Entitlement or take any of the actions described in (i) or (ii) above. Save in respect of Belgian Securities, no interest shall be payable in respect of any such postponement.

Notification of the determination of an Entitlement Substitution Event and any such election and any relevant Substitute Asset(s), Alternate Cash Amount and Alternate Cash Amount Settlement Date will be given to Holders by the Issuer as soon as reasonably practicable.

(d) **Liability**

Upon settlement, cancellation or exercise of the Securities, payments by the Issuer (or such person (including any of its Affiliates) as it may procure to make the relevant payments on its behalf) and any Agent and any delivery of an Entitlement, in whole or in part, by or on behalf of the Issuer and/or any Agent will be subject in all cases to all applicable fiscal and other laws, regulations and practices in force at such time (including, without limitation, any relevant exchange control laws or regulations and the Relevant Rules) and none of the Issuer, any of its Affiliates, the Relevant Clearing System or any Agent shall incur any liability whatsoever if it is unable to effect any payments or deliveries contemplated, after using all reasonable efforts, as a result of any such laws, regulations and practices. None of the Issuer, any of its Affiliates, or any Agent shall under any circumstances be liable for any acts or defaults of the Relevant Clearing System in the performance of their respective duties in relation to the Securities or, in relation to the delivery of the Entitlement, the acts or defaults of any relevant Exchange.

7.2 **Conditions to settlement**

If the Issuer (the French Issue and Paying Agent in respect of French Securities) determines that any condition to settlement to be satisfied by a Holder has not been satisfied in respect of the Securities on or prior to the date on which settlement would otherwise have been scheduled to occur, payment or delivery of the relevant Settlement Amount or Entitlement shall not become due until the date on which all conditions to settlement have been satisfied in full (such Settlement Amount or Entitlement, the "**Conditional Settlement Amount**"). No additional amounts shall be payable or deliverable as a result of any such delay or postponement (provided this sentence shall not apply in respect of Belgian Securities and French Securities).

The conditions to settlement to be satisfied by a Holder include, without limitation, (a) receipt of all instructions, certifications (including pursuant to General Condition 6.11 (*Unmatured Coupons and Receipts and unexchanged Talons*)) and information by the

Issuer, the Issue and Paying Agent and the Relevant Clearing System, as applicable, required by the Issuer, the Issue and Paying Agent and/or the Relevant Clearing System to effect payment or delivery (including on behalf of the Issuer) of the relevant Settlement Amount or Entitlement to the Holder (or to its order) within the required time period, (b) the conditions to settlement in General Condition 6.12 (*Taxes, Exercise Price, Settlement Expenses and conditions to settlement*), (c) the deposit of a duly completed Delivery Entitlement Instruction or any other applicable notice in accordance with the Conditions, as applicable, and (d) the deposit, presentation or surrender of the relevant Security, as applicable.

If the conditions to settlement to be satisfied by a Holder have not been satisfied by (i) 10:00 a.m., London time, if the Securities are not Cleared Securities, or (ii) 10:00 a.m., Luxembourg, Brussels or Paris time, or such other time determined by the Determination Agent as appropriate for the Relevant Clearing System, on the day that is the number of calendar days equal to the Settlement Number following the applicable Final Settlement Cut-off Date (the "**Security Settlement Cut-off Date**"), the relevant conditions to settlement will not be capable of being satisfied. With effect from the Security Settlement Cut-off Date, the relevant Holder shall have no right to receive any payment or delivery of the Conditional Settlement Amount and shall have no claim against the Issuer in relation thereto.

7.3 **Postponement of payments and settlement**

If the determination of a price or level used to calculate any amount payable or deliverable on any Payment Date or Physical Delivery Date is delayed or postponed pursuant to the Conditions, payment or settlement will occur on the later of (a) the scheduled Payment Date or Physical Delivery Date as applicable, or (b) the third Business Day following the latest Valuation Date, Pricing Date, Averaging Date or Lookback Date to occur, as the case may be. No additional amounts shall be payable or deliverable by the Issuer because of such postponement (provided this sentence shall not apply in respect of Belgian Securities).

7.4 **Asset Scheduled Trading Day Adjustments**

In respect of any Underlying Asset (other than an FX Pair, a Fund or a Barclays Index) and a Security (other than a Hybrid Basket Linked Security), if (i) (subject to (ii)) any date specified to be subject to adjustment in accordance with this General Condition 7.4 would otherwise fall on a day that is not an Asset Scheduled Trading Day in respect of such Underlying Asset, or (ii) the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$', the 'Underlying Performance Type$_{(Autocall)}$' or the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket', 'Best-of', 'Worst-of', 'Outperformance', 'Rainbow Basket' or 'Rainbow Weighted Profile' and such date is an Asset Scheduled Trading Day in respect of one or more but not all of the Underlying Assets in the Basket, then:

(a) in respect of each Security for which the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$', the 'Underlying Performance Type$_{(Autocall)}$' or the 'Underlying Performance Type$_{(Settlement)}$' to be 'Single Asset', such date shall be postponed to the next day that is a Scheduled Trading Day for the Underlying Asset; or

(b) in respect of each Security for which the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$', the 'Underlying Performance Type$_{(Autocall)}$' or the 'Underlying Performance Type$_{(Settlement)}$' to be 'Best-of', 'Worst-of', 'Outperformance', 'Basket', 'Rainbow Basket' or 'Rainbow Weighted Profile', such date shall be postponed to the next day that is a Common Scheduled Trading Day.

8. **Exercise of Exercisable Certificates**

8.1 **European Style Exercise**

Exercisable Certificates will be exercisable only on the Exercise Date being the Expiration Date. Except where 'Automatic Exercise' is specified as applicable in the Final Terms, any Securities with respect to which no valid Security Exercise Notice (as defined below) has been delivered at or prior to (i) 10:00 a.m. London Time (if such Securities are not Cleared Securities) or (ii) 10:00 a.m. Luxembourg or Brussels time or such other time as determined as appropriate for the Relevant Clearing System (if such Securities are Cleared Securities), in each case on the Expiration Date, shall become void and no amounts shall be payable by the Issuer to the relevant Holder in respect of such void Securities.

A Holder wishing to exercise any of its Securities on the Exercise Date must, at or prior to (i) 10:00 a.m. London Time (if the Securities are not Cleared Securities) or (ii) 10:00 a.m. Luxembourg or Brussels time or such other time as determined as appropriate for the Relevant Clearing System (if the Securities are Cleared Securities), in each on the Exercise Date, deposit (in the case of Bearer Securities) the relevant Bearer Securities with any Paying Agent or (in the case of Registered Securities) the relevant Global Registered Security or Definitive Registered Security representing such Registered Securities with the Registrar or any Transfer Agent at its specified office, together with a duly completed irrevocable exercise notice (a "**Security Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable). If Units are specified in the Final Terms, the Securities may only be exercised in Units. Each Unit will consist of the number of Exercisable Certificates specified in the Final Terms.

If the Securities are Cleared Securities, an Exercisable Certificate may be exercised by the relevant Holder giving a Security Exercise Notice to the Issue and Paying Agent through the Relevant Clearing Systems in accordance with the Relevant Rules stating the number of Securities or, if applicable, Units to be exercised. No transfers of interests in Cleared Securities in respect of which a Security Exercise Notice has been delivered will be valid and a Security Exercise Notice in respect of Cleared Securities must be accompanied by a copy of instructions given to the Relevant Clearing System by the relevant accountholder that the accountholder's account be blocked for such purposes.

Delivery of a Security Exercise Notice on the Exercise Date shall constitute an irrevocable election by the relevant Holder to exercise the Securities specified therein and, thereafter, the exercising Holder may not transfer its Securities. In addition, the Holder must undertake to pay all Taxes, Settlement Expenses and any Exercise Price and any other applicable amounts, in relation to the Securities (or portion thereof) being exercised.

8.2 **Automatic Exercise**

Where 'Automatic Exercise' is specified to be applicable in the Final Terms and the Securities are not cancelled early:

(a) if the Final Cash Settlement Amount$_{\text{(Before Deductions)}}$ is greater than the Exercise Price, the Securities will be automatically exercised on the Exercise Date; or

(b) if the Final Cash Settlement Amount$_{\text{(Before Deductions)}}$ is not greater than the Exercise Price, the Securities will be cancelled without exercise on the Exercise Date and no Final Cash Settlement Amount or Entitlement will be payable or deliverable to Holders.

To receive any Final Cash Settlement Amount or Entitlement upon an automatic exercise of the Securities, the Holder must satisfy all relevant conditions to settlement, including, without limitation, (i) depositing (in the case of Bearer Securities) the relevant Bearer Securities with any Paying Agent or (in the case of Registered Securities) the relevant Global Registered Security or Definitive Registered Security representing such Registered Securities with the Registrar or any Transfer Agent at its specified office, (ii) payment of all Taxes, Settlement Expenses and any Exercise Price

and any other applicable amounts, in relation to the Securities; and (iii) provision of delivery instruction to the Paying Agent, Registrar or Transfer Agent for any Entitlement, as applicable.

If the Securities are Cleared Securities, the settlement conditions in the foregoing paragraph may be satisfied by the relevant Holder giving payment instructions to the Issue and Paying Agent through the Relevant Clearing Systems in accordance with the Relevant Rules for payment to the Issuer of the relevant Exercise Price, Taxes and any Settlement Expenses, together with delivery instructions for any Entitlement, as applicable.

Notwithstanding anything else in the Conditions, 'Automatic Exercise' shall always be applicable to Exercisable Certificates which are Finnish Securities and/or Swedish Securities.

C. INTEREST, COUPON, OPTIONAL EARLY SETTLEMENT, AUTOMATIC SETTLEMENT (AUTOCALL), FINAL SETTLEMENT AND NOMINAL CALL EVENT

9. Interest or coupon

(a) Interest or coupon type

The Final Terms will specify which type of interest or coupon (if any or, if more than one type, what combination thereof) is payable in relation to an Interest Determination Date or Interest Valuation Date. The Final Terms may specify the type of interest or coupon applicable to such Interest Determination Date or Interest Valuation Date as being:

- Fixed;
- Fixed with Memory (following the exercise of the Switch Option);
- Floating;
- Digital (Bullish);
- Digital (Bullish with dual barrier);
- Digital (Bullish with lock-in feature);
- Digital (Bullish with memory feature);
- Digital (Bullish with dual barrier and memory feature);
- Digital (Bullish with lock-in and memory features);
- Digital (Bearish);
- Range Accrual;
- Call;
- Put;
- Cliquet – Single Asset;
- Call (with rainbow feature) – Basket;
- Locally Capped Basket;
- Jade – Basket;
- Temple – Basket;
- Fixed Rate (FX);
- Conditional (FX);
- Participation (FX);
- Snowball;
- Phoenix without memory;
- Phoenix with memory;
- Phoenix One Touch – Daily without memory;
- Phoenix One Touch – Daily with memory;
- Phoenix One Touch – Continuous without memory;
- Phoenix One Touch – Continuous with memory;
- Phoenix No Touch – Daily without memory;
- Phoenix No Touch – Daily with memory;

- Phoenix No Touch – Continuous without memory;
- Phoenix No Touch – Continuous with memory;
- Knock-out;
- Snowball with upside;
- Strip of annualised calls with possibility for cap;
- Digital plus Call; or
- Strip of forward striking calls,

or any combination of these types of interest or coupon.

(b) **Certain information to be found in the Final Terms**

The Final Terms will contain provisions applicable to the determination of interest or coupon amount (if any) and must be read in conjunction with this General Condition 9 for full information on the manner in which interest or the coupon amount is calculated on the Securities. In particular, the Final Terms will specify the following items where relevant to the particular Securities:

- the Underlying Asset(s) (including, if applicable, the Underlying Asset(s)$_{(Interest)}$);
- the Initial Price$_{(Interest)}$ (or the method of determining the Initial Price$_{(Interest)}$) of each Underlying Asset;
- the Fixed Interest Rate(s);
- information relating to the Floating Rate;
- the Interest Determination Date(s);
- the Interest Payment Date(s);
- the Calculation Amount;
- the Interest Barrier(s) (FX);
- the Interest Barrier Percentage(s);
- the Interest Valuation Date(s);
- the Global Floor(s);
- the Observation Date(s);
- the Observation Date(s) (FX);
- the Fixed Interest Rate(1);
- the Fixed Interest Rate(2);
- the Interest Barrier(s);
- the Interest Barrier Percentage(1);
- the Interest Barrier Percentage(2);
- the Lock-in Barrier Percentage(s);
- the Lower Interest Barrier(s);
- the Lower Interest Barrier Percentage(s);
- the Upper Interest Barrier(s);
- the Upper Interest Barrier Percentage(s);
- the Cap(s)$_{(Interest)}$;
- the Floor(s)$_{(Interest)}$;
- the Participation(s)$_{(Interest)}$;
- the Call Strike(s);
- the Put Strike(s);
- the Cliquet Observation Date(s);
- the Replacement Performance(s);
- the Local Cap(s);
- the Local Floor(s);
- the Weight of each Underlying Asset;
- the Weight(s)(i);
- the value(s) 'j';
- the Accrual Type(s);
- the Interest Type(s);
- the Underlying Performance Type(s)$_{(Interest)}$;
- the Downside Underlying Performance Type$_{(Settlement)}$;

- the Interest Trigger Event Type(s);
- the Day Count Fraction Convention(s);
- the Fixed Interest Rate(s) (FX);
- the Interest Commencement Date;
- the Interest Period End Date(s);
- the Conditional Interest Rate(s);
- the Interest Condition Type(s);
- the Type of FX(i,t);
- the Settlement Currency;
- the Interest Observation Period(s);
- the Upside Strike Shift(s);
- the Cap(s) (FX);
- the Knock-out Barrier Percentage;
- the Margin;
- the Maximum Interest Rate;
- the Minimum Interest Rate;
- the Observation Date(s);
- the Strike Price Percentage$_{(Interest)}$;
- the Rainbow Weight;
- the Rainbow Profile; and
- the Rainbow Profile Component Weight.

For the avoidance of doubt, in respect of French Securities, any Interest Amount shall, where applicable, (to the extent permitted by law) bear interest accruing only, in accordance with Article 1343-2 of the French Code civil, after such interest has been due for a period of at least one year.

(c) **FX Conversion**

If the Final Terms specifies 'FX Conversion' to be 'Applicable', then each Interest Amount (or, if so specified in the Final Terms, each Interest Amount corresponding to an Interest Determination Date or Interest Valuation Date for which the Final Terms specifies 'FX Conversion' to be 'Applicable') shall be multiplied by the FX Conversion Performance for the purposes of calculating the amount payable on the relevant Interest Payment Date.

The following terms have the following meanings:

- "**FX Base Currency**" means the currency as specified in the Final Terms.

- "**FX Business Centre**" means each business centre as specified in the Final Terms and/or TARGET, as applicable.

- "**FX Conversion Business Day**" means:

  (i) if TARGET is specified as an FX Business Centre, a TARGET Business Day; and

  (ii) in relation to each other FX Business Centre, 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 such FX Business Centre.

- "**FX Conversion Performance**" means an amount determined in accordance with the following formula:

$$\frac{FX_{Final}}{FX_{Initial}}$$

- "**FX Conversion Rate**" means:

  (i) if the Final Terms specifies the FX Base Currency to be 'EUR', the exchange rate equal to the number of FX Reference Currency units per 1 EUR, as quoted on Refinitiv page ECB37 at 2:15 p.m. CET with 4 decimals on such day (or, if such rate does not appear on Refinitiv page ECB37 at or around 2:15 p.m. CET on such date, then the rate will be determined by the Determination Agent); or

  (ii) otherwise, the exchange rate equal to the number of FX Reference Currency units per 1 FX Base Currency, calculated by dividing the exchange rate equal to the number of FX Reference Currency units per 1 EUR by the exchange rate equal to the number of FX Base Currency units per 1 EUR, each as quoted on Refinitiv page ECB37 at 2:15 p.m. CET with 4 decimals on such day (or, if either such rate does not appear on Refinitiv page ECB37 at or around 2:15 p.m. CET on such date, then the relevant rate will be determined by the Determination Agent).

- "$\mathbf{FX_{Final}}$" means the FX Conversion Rate in relation to the Interest Determination Date or Interest Valuation Date on which such Interest Amount is calculated, or, if the relevant Interest Determination Date or Interest Valuation Date is not an FX Conversion Business Day, the next following FX Conversion Business Day provided that if such day would otherwise fall on or after the second Business Day prior to the corresponding Interest Payment Date (the "FX Cut-off Date"), the FX Cut-off Date.

- "$\mathbf{FX_{Initial}}$" means the FX Conversion Rate in relation to the Initial Valuation Date, or, if the Initial Valuation Date is not an FX Conversion Business Day, the next following FX Conversion Business Day.

- "**FX Reference Currency**" means the currency as specified in the Final Terms.

(d) **Interpretation of defined terms**

In respect of Exercisable Certificates, all references in the Conditions to defined terms containing the word "Interest" shall be construed to instead contain the word "Coupon", as illustrated in the table below:

Defined terms containing the word "Interest"	*Defined terms containing the word "Coupon"*
Affected Share(k)$_{(Interest)}$	Affected Share(k)$_{(Coupon)}$;
Cap$_{(Interest)}$	Cap$_{(Coupon)}$;
Conditional Interest Rate	Conditional Coupon Rate;
Fixed Interest Rate	Fixed Coupon Rate;
Fixed Interest Rate (FX)	Fixed Coupon Rate (FX)
Fixed Interest Rate(1)	Fixed Coupon Rate(1)
Fixed Interest Rate(2)	Fixed Coupon Rate(2)
Floor$_{(Interest)}$	Floor$_{(Coupon)}$
Initial Price$_{(Interest)}$	Initial Price$_{(Coupon)}$
Interest Amount	Coupon Amount
Interest Barrier	Coupon Barrier

Interest Barrier (FX)	Coupon Barrier (FX)
Interest Barrier Percentage	Coupon Barrier Percentage
Interest Barrier Percentage(1)	Coupon Barrier Percentage(1)
Interest Barrier Percentage(2)	Coupon Barrier Percentage(2)
Interest Calculation Period	Coupon Calculation Period
Interest Commencement Date	Coupon Commencement Date
Interest Condition	Coupon Condition
Interest Determination Date	Coupon Determination Date
Interest Observation Period	Coupon Observation Period
Interest Payment Condition	Coupon Payment Condition
Interest Payment Date	Coupon Payment Date
Interest Performance	Coupon Performance
Interest Period End Date	Coupon Period End Date
Interest Proceeds Receipt Date	Coupon Proceeds Receipt Date
Interest Receipt Deadline	Coupon Receipt Deadline
Interest Trigger Event Type	Coupon Trigger Event Type
Interest Valuation Date	Coupon Valuation Date
Interest Valuation Price	Coupon Valuation Price
Lower Interest Barrier	Lower Coupon Barrier
Lower Interest Barrier Percentage	Lower Coupon Barrier Percentage
Maximum Interest Rate	Maximum Coupon Rate
Minimum Interest Rate	Minimum Coupon Rate
No Interest Event	No Coupon Event
$P_{(Interest)}$	$P_{(Coupon)}$
$Participation_{(Interest)}$	$Participation_{(Coupon)}$
Rainbow Component Interest Performance	Rainbow Component Coupon Performance
Rate of Interest	Rate of Coupon
$SPP_{(Interest)}$	$SPP_{(Coupon)}$
$Strike\ Price\ Percentage_{(Interest)}$	$Strike\ Price\ Percentage_{(Coupon)}$
$Underlying\ Asset(s)_{(Interest)}$	$Underlying\ Asset(s)_{(Coupon)}$
$Underlying\ Performance\ Type_{(Interest)}$	$Underlying\ Performance\ Type_{(Coupon)}$

Upper Interest Barrier	Upper Coupon Barrier
Upper Interest Barrier Percentage	Upper Coupon Barrier Percentage
Weighted Asset Performance$_{(Interest)}$	Weighted Asset Performance$_{(Coupon)}$
Weighted Modified Asset Performance$_{(Interest)}$	Weighted Modified Asset Performance$_{(Coupon)}$

For the avoidance of doubt, in respect of French Securities, any Interest Amount shall, where applicable, (to the extent permitted by law) bear interest accruing only, in accordance with Article 1343.2 of the French Code civil, after such interest has been due for a period of at least one year.

9.1 **No Interest**

In relation to an Interest Determination Date or an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Not Applicable', the Securities shall not bear interest or coupon in relation to such Interest Determination Date or Interest Valuation Date.

9.2 **Fixed**

(a) **Interest Type and application**

In relation to an Interest Determination Date where the Final Terms specifies 'Interest Type' to be 'Fixed', then this General Condition 9.2 will apply to the Securities on such Interest Determination Date.

(b) **Accrual of interest and when paid**

Where the Final Terms specifies 'Fixed Interest Type' to be 'Per Annum', each such Security bears interest from (and including) the Interest Commencement Date at the per annum Fixed Interest Rate. Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable in respect of each Interest Calculation Period on the Interest Payment Date falling on or about the end of each such Interest Calculation Period.

(c) **Interest Amount**

The "**Interest Amount**" per Calculation Amount payable on an Interest Payment Date shall be calculated as follows:

(i) where the Final Terms specifies 'Fixed Interest Type' to be 'Per Annum':

$$\text{Fixed Interest Rate} \times \text{Calculation Amount} \times \text{Day Count Fraction}$$

(ii) where the Final Terms specifies 'Fixed Interest Type' to be 'Fixed Amount':

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Day Count Fraction**" means the fraction equal to the number of days of the relevant Interest Calculation Period divided by the number of days of the year, in each case as determined by the applicable convention, which may be any of 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30E/360 (ISDA)' (each as defined in General Condition 65.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Final Terms.

- "**Fixed Interest Rate**" means, in relation to an Interest Determination Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in relation to an Interest Determination Date, the corresponding date specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable).

9.3 **Fixed with Memory (following the exercise of the Switch Option)**

(a) **Interest Type and application**

Where the Final Terms specifies 'Interest Type' to be 'Fixed with Memory' (which is applicable following the exercise of the Switch Option), then this General Condition 9.3 will apply to the Securities upon exercise (if any) of the Switch Option as provided in General Condition 14 (*Switch Feature*).

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Determination Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

[Fixed Interest Rate × Calculation Amount] + [T × Fixed Interest Rate × Calculation Amount]

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means, in relation to an Interest Determination Date, the percentage as specified in the Final Terms.

- "**Interest Determination Date**" means each date as specified in the Final Terms.

- "**Interest Payment Date**" means, in relation to an Interest Determination Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable).

- "**T**" means the number of previous Interest Determination Dates in respect of which no interest or coupon was payable prior to the Switch

Date (after which interest or coupon shall be considered to have been payable in respect of such previous Interest Determination Date(s)).

9.4 **Floating**

(a) **Interest Type and application**

In relation to an Interest Determination Date where the Final Terms specifies 'Interest Type' to be 'Floating', then this General Condition 9.4 will apply to the Securities on such Interest Determination Date.

(b) **Accrual of interest and when paid**

Each Security bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate of Interest applicable for that Interest Calculation Period, as determined below. Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable on the Interest Payment Date falling on or about the end of each such Interest Calculation Period.

(c) **Interest Amount**

(i) **Calculation of Interest Amount**

The "**Interest Amount**" per Calculation Amount payable on an Interest Payment Date shall be calculated by the Determination Agent by multiplying the Rate of Interest for the corresponding Interest Calculation Period by the Calculation Amount, and then further multiplying such amount by the applicable Day Count Fraction.

The Interest Amount calculation can also be expressed formulaically as:

$$\text{Rate of Interest} \times \text{Calculation Amount} \times \text{Day Count Fraction}$$

(ii) **Determination of Rate of Interest**

Subject to paragraph (iii) immediately below, the rate of interest (the "**Rate of Interest**") for an Interest Payment Date will be calculated as the sum of (1) the Floating Rate determined for such Interest Payment Date in accordance with paragraph (d) (*Floating Rate*) immediately below, and (2) the 'Margin' rate specified in the Final Terms (which may be negative) (the "**Margin**").

The Rate of Interest calculation can also be expressed formulaically as:

$$(\text{Floating Rate} + \text{Margin})$$

(iii) **Maximum and Minimum Rate**

If the Final Terms specifies a Maximum Interest Rate percentage ("**Maximum Interest Rate**") and/or a Minimum Interest Rate percentage ("**Minimum Interest Rate**"), then the Rate of Interest shall be no higher than the Maximum Interest Rate and/or lower than the Minimum Interest Rate (and in no event shall any Rate of Interest be lower than zero).

(d) **Floating Rate**

The Final Terms will specify whether the Floating Rate for each Interest Payment Date shall be determined in accordance with either: (1) 'Floating Rate Determination' (in which case paragraph (i) below will apply); (2) 'CMS Rate Determination' (in which case paragraph (ii) below will apply); or (3) 'Bank of

England Base Rate Determination' (in which case paragraph (iii) below will apply).

In each case, if the Final Terms specifies 'Linear Interpolation' to be 'Applicable', and in respect of any Interest Calculation Period as specified in the Final Terms, the Determination Agent will determine the relevant Floating Rate using Linear Interpolation.

(i) **Floating Rate Determination**

Where the Final Terms specifies 'Floating Rate Determination' to be 'Applicable' ("**Floating Rate Determination**"), the Floating Rate of interest for each Interest Calculation Period ending on or about an Interest Payment Date will be as follows:

(A) If the Reference Rate is a floating rate other than EONIA or SONIA, the relevant Floating Rate of interest will, subject as provided below, be either:

(1) the offered quotation (where the Final Terms specifies 'Offered Quotation' to be 'Applicable'); or

(2) the arithmetic mean of the offered quotations (where the Final Terms specifies 'Arithmetic Mean' to be 'Applicable'),

in each case expressed as a percentage rate per annum, for the Reference Rate of the relevant Designated Maturity which appear(s) on the Relevant Screen Page as at the Relevant Screen Time on the Interest Determination Date relating to such Interest Payment Date. In the case of (2) above only, 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 Determination Agent for the purpose of determining the arithmetic mean of such offered quotations.

(B) If the Final Terms specified 'Reference Rate' to be 'EONIA', the relevant Floating Rate of interest will be the rate of return of a daily compound interest investment with the arithmetic mean of the daily rates of the day-to-day Eurozone interbank euro money market as reference rate and which will be calculated by the Determination Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the nearest one ten-thousandth of a percentage point, with 0.00005 being rounded upwards ("**EONIA**"):

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\mathrm{EONIA}_i \times n_i}{360}\right)-1\right]\times\frac{360}{d}$$

where:

"$\mathbf{d_o}$", for any Interest Calculation Period, is the number of TARGET Business Days in the relevant Interest Calculation Period;

"**i**" is a series of whole numbers from one to do, each representing the relevant TARGET Business Day in chronological order from,

and including, the first TARGET Business Day, in the relevant Interest Calculation Period;

"**EONIA$_i$**", for any day 'i' in the relevant Interest Calculation Period, is a reference rate equal to the overnight rate as calculated by the European Central Bank and appearing on the Relevant Screen Page in respect of that day;

"**n_i**" is the number of calendar days in the relevant Interest Calculation Period on which the rate is EONIA$_i$; and

"**d**" is the number of calendar days in the relevant Interest Calculation Period.

(C) If the Final Terms specifies 'Reference Rate' to be 'SONIA', the relevant Floating Rate of interest will be the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and which will be calculated by the Determination Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the nearest one ten-thousandth of a percentage point, with 0.00005 being rounded upwards ("**SONIA**"):

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{\text{SONIA}_{i-pLBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

"**d_o**" means in respect of the relevant Interest Calculation Period, the number of London Business Days in the relevant Interest Calculation Period;

"**i**" means in respect of the relevant Interest Calculation Period, a series of whole numbers from one to do, each representing a relevant London Business Day in chronological order from, and including, the first London Business Day in the relevant Interest Calculation Period to, and including, the last London Business Day in the relevant Interest Calculation Period;

"**n_i**" means in respect of any London Business Day "i", the number of calendar days from, and including, such London Business Day "i" to but excluding the earlier of (a) the next London Business Day and (b) the last day of the relevant Interest Calculation Period on which the SONIA reference rate is SONIA$_{i-pLBD}$;

"**p**" means, in respect of the relevant Interest Calculation Period, the number of London Business Days specified in the Final Terms, being the length of the look-back period immediately preceding a London Business Day "i" falling in such relevant Interest Calculation Period on which the SONIA reference rate is to be determined. For the avoidance of doubt, if "p" is specified in the Final Terms to be zero, there shall be no look-back period in respect of any London Business Day "i".

"**SONIA$_{i-pLBD}$**" means, in respect of any London Business Day "i" falling in the relevant Interest Calculation Period, the SONIA reference rate in respect of the London Business Day falling "p" London Business Days prior to such London Business Day "i";

the "**SONIA reference rate**", in respect of any London Business Day, means a reference rate equal to the Sterling Overnight Index Average ("**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, in each case on the London Business Day immediately following such London Business Day; and

"**d**" is the number of calendar days in the relevant Interest Calculation Period.

(ii) **CMS Rate Determination**

Where the Final Terms specifies 'CMS Rate Determination' to be 'Applicable' ("**CMS Rate Determination**"), the Floating Rate of interest for each Interest Calculation Period ending on or about an Interest Payment Date will be the relevant CMS Reference Rate for such Interest Calculation Period.

The CMS Reference Rate in respect of an Interest Calculation Period or any relevant day (as applicable) will be the Specified Swap Rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity (expressed as a percentage rate per annum) which appears on the Relevant Screen Page as at the Relevant Screen Time on the Interest Determination Date in respect of such Interest Calculation Period or such relevant day.

(iii) **Bank of England Base Rate Determination**

Where the Final Terms specifies 'Bank of England Base Rate Determination' to be 'Applicable' ("**Bank of England Base Rate Determination**"), the Floating Rate for an Interest Payment Date will be the most recently published rate for deposits for a period equal to the Designated Maturity which appears on the Refinitiv Screen Page UKBASE as of 5:00 p.m., London time, on the relevant Interest Determination Date.

(iv) **Floating Rate Disruption**

With respect to the determination of a Floating Rate of interest in accordance with (i) or (ii) above, as applicable, and unless a Benchmark Transition Event (as defined below) has occurred, in which case General Condition 9.4(d)(v) (*Benchmark Transition Event*) shall apply, if, on any Interest Determination Date, the Relevant Screen Page for the Reference Rate (or $EONIA_i$ or $SONIA_{i\text{-}pLBD}$) is not available, or (in the case of General Condition 9.4(d)(i)(A)(1) above) no such offered quotation appears on the Relevant Screen Page or (in the case of General Condition 9.4(d)(i)(A)(2) above), fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the Relevant Time, or on any TARGET Business Day pursuant to General Condition 9.4(d)(i)(B) above EONIAi is not available on the Relevant Screen Page or on any London Business Day pursuant to General Condition 9.4(d)(i)(C) above $SONIA_{i\text{-}pLBD}$ is not available on the Relevant Screen Page (such Reference Rate, a "**Disrupted Reference Rate**" and each such event, a "**Floating Rate Disruption**"), the Determination Agent shall determine the Floating Rate of interest in respect of such Interest Determination Date (or $EONIA_i$, in respect of the relevant TARGET Business Day or $SONIA_{i\text{-}pLBD}$, in respect of the relevant London Business Da, as applicable) in accordance with the following methodologies, as applicable depending on the Designated Maturity of the relevant

Reference Rate or whether the Disrupted Reference Rate is EONIA or SONIA:

(A) If the Designated Maturity of the relevant Reference Rate is 12 months or less:

(1) the Determination Agent shall determine the Floating Rate in respect of such Interest Determination Date using Linear Interpolation;

(2) if the Determination Agent determines that one or both of the rates to be used for the purposes of Linear Interpolation in accordance with sub-paragraph (1) immediately above are unavailable, the Floating Rate in respect of such Interest Determination Date shall be the last published offered quotation(s) for the Reference Rate that appeared on the Relevant Screen Page, provided that the last published quotation(s) may not be earlier than the fifth Business Day prior to the Interest Determination Date;

(3) if the Determination Agent determines that no offered quotation was published (or in the case of General Condition 9.4(d)(i)(A)(2) above, fewer than three such offered quotations were published) for the Reference Rate in accordance with and during the period provided in sub-paragraph (2) immediately above, the Floating Rate in respect of the relevant Interest Determination Date shall be determined using Linear Interpolation save that the Interest Determination Date for such purpose will be deemed to be the immediately preceding Business Day on which the rates to be used for Linear Interpolation are both available on the Relevant Screen Page, provided that the last published rate for such purpose may not be earlier than the fifth Business Day prior to the Interest Determination Date;

(4) if the Determination Agent determines that the rates to be used for the purposes of Linear Interpolation in accordance with and during the period provided in sub-paragraph (3) immediately above are unavailable, the Floating Rate for such Interest Payment Date shall be such other rate as determined by the Determination Agent.

(B) If the Designated Maturity of the relevant Reference Rate is more than 12 months:

(1) the Determination Agent shall request each of the Reference Banks to provide the Determination Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate of the relevant Designated Maturity as soon as practicable after the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Determination Agent with such offered quotations, the Floating Rate in respect of such Interest Payment Date shall be the arithmetic mean of such offered quotations;

(2) if the Determination Agent determines that fewer than two Reference Banks are providing offered quotations in accordance with sub-paragraph (1) immediately above, the Floating Rate in respect of such Interest Determination

Date shall be determined by postponing the relevant Interest Determination Date to the first succeeding Business Day on which the Floating Rate Disruption ceases to exist, provided that for such purpose the Interest Determination Date shall not be postponed for more than two Business Days after the date on which the Interest Determination Date was originally scheduled to fall;

(3) if the Determination Agent determines that it is unable to determine the Floating Rate in accordance with and during the period provided in sub-paragraph (2) immediately above, the Floating Rate in respect of such Interest Determination Date shall be such other rate as determined by the Determination Agent.

(C) If the Disrupted Reference Rate is $EONIA_i$

(1) EONIAi in respect of the relevant TARGET Business Day shall be the last published offered quotation for $EONIA_i$ that appeared on the Relevant Screen Page, provided that the last published quotation may not be earlier than the fifth Business Day prior to the relevant TARGET Business Day;

(2) if the Determination Agent determines that no offered quotation was published for $EONIA_i$ in accordance with and during the period provided in sub-paragraph (1) immediately above, $EONIA_i$ in respect of the relevant TARGET Business Day shall be such other rate as determined by the Determination Agent.

(D) If the Disrupted Reference Rate is SONIA:

(1) $SONIA_{i\text{-}pLBD}$ in respect of the relevant London Business Day "i" shall be determined by the Determination Agent as the (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at the close of business on the "**Bank Rate London Business Day**" (being the London Business Day falling "p" London Business Days prior to the relevant London Business Day "i"); plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the five days prior to the Bank Rate London Business Day on which a SONIA reference rate 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) to the Bank Rate;

(2) if the Determination Agent determines that it is unable to determine $SONIA_{i\text{-}pLBD}$ in accordance with sub-paragraph (B) immediately above, $SONIA_{i\text{-}pLBD}$ in respect of the relevant London Business Day shall be such other rate as determined by the Determination Agent.

(v) **Benchmark Transition Event**

With respect to the determination of a Floating Rate of interest in accordance with (i) or (ii) above, if on (or prior to) any Interest Determination Date, the Determination Agent determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Relevant Time in respect of any

determination of the relevant Reference Rate (or $EONIA_i$ or $SONIA_{i\text{-}pLBD}$) (such Reference Rate (or $EONIA_i$ or $SONIA_{i\text{-}pLBD}$), a "**Discontinued Reference Rate**"), the Determination Agent shall determine the Floating Rate of interest for the relevant Interest Payment Date in accordance with the following methodologies, as applicable:

(A) If a Pre-nominated Index has been specified in the Final Terms in respect of the relevant Reference Rate (or $EONIA_i$ or $SONIA_{i\text{-}pLBD}$), the relevant Reference Rate (or $EONIA_i$ or $SONIA_{i\text{-}pLBD}$) shall be replaced by such Pre-nominated Index with effect from the date as determined by the Determination Agent and the Pre-nominated Index will be deemed to be the Reference Rate (or $EONIA_i$ or $SONIA_{i\text{-}pLBD}$) with effect from such date. The Determination Agent may make such adjustments that it determines to be appropriate, if any, to any one or more of the Conditions or other terms of the Securities, including without limitation, any Condition or term relevant to the settlement or payment under the Securities, as the Determination Agent determines appropriate to preserve the economics of the Securities to account for such replacement (including, without limitation, any adjustment which the Determination Agent determines is appropriate in order to reduce or eliminate to the extent reasonably practicable any transfer of economic value from the Issuer to the Holders or vice versa as a result of such replacement, including as a result of a different term structure or methodology);

(B) If a Pre-nominated Index has not been specified in the Final Terms and if the Discontinued Reference Rate is not $EONIA_i$ or $SONIA_{i\text{-}pLBD}$ or USD LIBOR:

(1) the Determination Agent shall select a substitute or successor rate of interest that it determines is comparable to the Discontinued Reference Rate to replace such Discontinued Reference Rate, and shall replace the Discontinued Reference Rate by such substitute or successor rate of interest with effect from the date as determined by the Determination Agent and such substitute or successor reference rate will be deemed to be the Reference Rate with effect from such date. The Determination Agent may make such adjustments that it determines to be appropriate, if any, to any one or more of the Conditions or other terms of the Securities, including without limitation, any Condition or term relevant to the settlement or payment under the Securities, as the Determination Agent determines appropriate to preserve the economics of the Securities to account for such replacement (including, without limitation, any adjustment which the Determination Agent determines is appropriate in order to reduce or eliminate to the extent reasonably practicable any transfer of economic value from the Issuer to the Holders or vice versa as a result of such replacement, including as a result of a different term structure or methodology);

(2) if the Determination Agent determines that no substitute or successor rate is available for the purpose of sub-paragraph (1) immediately above, then, with effect from and including the date on which the relevant Reference Rate has been discontinued or has otherwise ceased to exist, the Floating Rate in respect of such Interest Determination

Date, and any subsequent Interest Determination Date, shall be determined using Linear Interpolation;

(3) if the Determination Agent determines that one or both of the rates to be used for the purpose of Linear Interpolation in accordance with (2) immediately above are unavailable, or otherwise does not determine the Floating Rate of interest in accordance with the foregoing, an Additional Disruption Event shall be deemed to have occurred for the purposes of these provisions and the Determination Agent shall adjust, redeem, cancel and/or take any other necessary action in accordance with the applicable provisions of General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*) or General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*), as the case may be, in respect of the Securities

(C) If a Pre-nominated Index has not been specified in the Final Terms and if the Discontinued Reference Rate is $EONIA_i$ or $SONIA_{i\text{-}pLBD:}$

(1) the Determination Agent shall select a substitute or successor reference rate that it determines is comparable to the Discontinued Reference Rate to replace such Discontinued Reference Rate, and shall replace the Discontinued Reference Rate by such substitute or successor reference rate with effect from the date as determined by the Determination Agent and such substitute or successor reference rate will be deemed to be the Reference Rate with effect from such date. The Determination Agent may make such adjustments that it determines to be appropriate, if any, to any one or more of the Conditions or other terms of the Securities, including without limitation, any Condition or term relevant to the settlement or payment under the Securities, as the Determination Agent determines appropriate to preserve the economics of the Securities to account for such replacement (including, without limitation, any adjustment which the Determination Agent determines is appropriate in order to reduce or eliminate to the extent reasonably practicable any transfer of economic value from the Issuer to the Holders or vice versa as a result of such replacement, including as a result of a different term structure or methodology);

(2) if the Determination Agent determines that no substitute or successor reference rate is available for the purpose of sub-paragraph (1) immediately above or otherwise does not determine the Floating Rate of interest in accordance with the foregoing, an Additional Disruption Event shall be deemed to have occurred for the purposes of these provisions and the Determination Agent shall adjust, redeem, cancel and/or take any other necessary action in accordance with the applicable provisions of General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*) or General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation*

event – Belgian Securities), as the case may be, in respect of the Securities

(D) Otherwise, if a Pre-nominated Index has not been specified in the Final terms and if the Discontinued Reference Rate is USD LIBOR:

(1) the Benchmark Replacement will replace the then-current Discontinued Reference Rate for all purposes relating to the Securities in respect of such determination on the Interest Determination Date and all determinations on all subsequent dates under the Securities;

(2) in connection with the implementation of a Benchmark Replacement, the Issuer or the Determination Agent may make Benchmark Replacement Conforming Changes from time to time;

(3) if the Determination Agent determines that no substitute or successor reference rate is available for the purpose of sub-paragraph (A) immediately above, or otherwise does not determine the Floating Rate of interest in accordance with the foregoing, an Additional Disruption Event shall be deemed to have occurred for the purposes of these provisions and the Determination Agent shall adjust, redeem, cancel and/or take any other necessary action in accordance with the applicable provisions of General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*) or General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*), as the case may be, in respect of the Securities

(vi) **Bank of England Base Rate fallbacks**

With respect to the determination of a Floating Rate of interest in accordance with (iii) above, if the Refinitiv Screen Page UKBASE is not available, the Floating Rate for the relevant Interest Payment Date shall be determined by reference to a replacement page as selected by the Determination Agent.

If the Determination Agent determines that no suitable replacement page exists, an Additional Disruption Event shall be deemed to have occurred for the purposes of these provisions and the Determination Agent shall adjust, redeem, cancel and/or take any other necessary action in accordance with the applicable provisions of General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*) or General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*), as the case may be, in respect of the Securities.

(vii) **Changes in Reference Rate**

Subject to the occurrence of an Administrator/Benchmark Event, if the methodology or formula for the rate comprising the Reference Rate (the "**Original Reference Rate**") in respect of any Securities or any other means of calculating the Reference Rate is changed (irrespective of the materiality of any such change or changes), then for the avoidance of

doubt references to the Reference Rate in respect of such Securities shall remain as the Original Reference Rate notwithstanding such changes.

(e) **Relevant defined terms**

For the purposes of this General Condition 9.4, the following terms shall have the following meanings (and any other defined terms shall have the meaning set out in General Condition 65.1 (*Definitions*)):

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Day Count Fraction**" means the fraction equal to the number of days of the relevant Interest Calculation Period divided by the number of days of the year, in each case as determined by the applicable convention, which may be any of 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30E/360 (ISDA)' (each as defined in General Condition 65.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Final Terms.

- "**Designated Maturity**" means, in respect of:

  (i) each of the CMS Rate Determination or Floating Rate Determination, as applicable, the period of time specified in respect of each such rate in the Final Terms; and

  (ii) Bank of England Base Rate Determination, daily, or as otherwise specified in the Final Terms.

- "**Floating Rate**" means, in respect of an Interest Calculation Period, the percentage rate of interest per annum for the relevant Interest Calculation Period calculated in accordance with paragraph (d) (*Floating Rate*) above.

- "**Interest Determination Date**" means any of the following, as applicable:

  (i) with respect to a relevant Interest Calculation Period and a Reference Rate other than EONIA or SONIA, the date specified as such in the Final Terms or, if none is so specified:

    (A) the first day of such relevant Interest Calculation Period, if the relevant currency is sterling or Hong Kong dollar;

    (B) the date falling two TARGET Business Days prior to the first day of such relevant Interest Calculation Period, if the relevant currency is euro; or

    (C) in any other case, the date falling two London Business Days prior to the first day of such relevant Interest Calculation Period;

  (ii) with respect to a relevant Interest Calculation Period and EONIA, unless specified otherwise in the Final Terms, the last TARGET Business Day of such Interest Calculation Period; and

  (iii) with respect to a relevant Interest Calculation Period and SONIA, unless specified otherwise in the Final Terms, the last London Business Day of such Interest Calculation Period.

- "**Interest Payment Date**" means, in relation to an Interest Determination Date:

  (i) each date specified as such in the Final Terms (provided that, if the Interest Determination Date is postponed pursuant to General Condition 9.4(d)(iv)(B)(2), such date shall be postponed by an equal number of Business Days); or

  (ii) each date falling the number of Business Days specified in the Final Terms after the Interest Determination Date (after adjustment due to postponement pursuant to General Condition 9.4(d)(iv)(B)(2), if applicable).

  subject in each case to an adjustment in accordance with the Business Day Convention.

- "**Margin**" means the rate specified as such in the Final Terms or, if no such rate is so specified, zero.

- "**Maximum Interest Rate**" means, if applicable, the rate specified as such in the Final Terms.

- "**Minimum Interest Rate**" means, if applicable, the rate specified as such in the Final Terms.

- "**Reference Currency**" means the currency specified as such in the Final Terms;

- "**Reference Banks**" means the principal office of four major banks in the Relevant Interbank Market, in each case selected by the Determination Agent.

- "**Reference Rate**" means the rate specified as such in the Final Terms. Where the Final Terms specifies 'CMS Rate Determination' to be 'Applicable' (where applicable, in relation to the relevant Reference Rate), 'Reference Rate' includes a CMS Reference Rate. If more than one Reference Rate is specified, 'Reference Rate' shall refer to each rate defined or specified as such, or determined, in respect of the relevant period or day as specified in the Final Terms.

- "**Relevant Interbank Market**" means:

  (i) in respect of LIBOR, the London interbank market;

  (ii) in respect of EURIBOR or the European Central Bank Refinancing Rate, the Eurozone interbank market; or

  (iii) in respect of any other Reference Rate, the interbank market set out in the Final Terms.

- "**Relevant Screen Page**" means such screen page as specified in the Final Terms (or the relevant screen page of such other service or services as may be nominated as the information vendor for the purpose of displaying comparable rates in succession thereto) or such other equivalent information vending service as is so specified.

- "**Relevant Screen Time**" means:

  (i) in respect of LIBOR, 11:00 a.m. (London time) or any other time set out in the Final Terms;

(ii) in respect of EURIBOR, 11:00 a.m. (Brussels time) or any other time set out in the Final Terms; or

(iii) in respect of any other Reference Rate, the time set out in the Final Terms.

- "**Specified Swap Rate**" means any of the following as specified in the Final Terms: (i) the swap rate, (ii) the annual swap rate, (iii) the semi-annual swap rate, (iv) the quarterly swap rate, (v) the quarterly-annual swap rate, or (vi) the quarterly-quarterly swap rate.

9.5 **Digital (Bullish)**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Digital (Bullish)', then this General Condition 9.5 will apply to the Securities on such Interest Valuation Date. The Underlying Performance Type$_{(Interest)}$ shall be 'Basket', 'Single Asset', 'Worst-of', 'Best-of' or 'Rainbow Basket' as specified in the Final Terms.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if a Digital Down Trigger Event has not occurred:

Fixed Interest Rate × Calculation Amount

(ii) otherwise:

Global Floor × Calculation Amount

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Digital Down Trigger Event**" means:

(i) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Single Asset', then:

(A) if the Final Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset on any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier; or

(B) if the Final Terms specifies the 'Interest Trigger Event Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the market price or level of the

Underlying Asset at any time on any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier.

OR

(ii) if 'Worst-of' is specified in the Final Terms as the 'Underlying Performance Type$_{(Interest)}$', then:

(A) if the Final Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset on any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier; or

(B) if the Final Terms specifies the 'Interest Trigger Event' Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the market price or level of any Underlying Asset, at any time on any Observation Date corresponding to such Interest Valuation Date, is below the relevant Interest Barrier.

OR

(iii) if 'Best-of' is specified in the Final Terms as the 'Underlying Performance Type$_{(Interest)}$', then:

(A) if the Final Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Valuation Price of the Best Performing Underlying Asset on any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier; or

(B) if the Final Terms specifies the 'Interest Trigger Event' Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the market price or level of the Best Performing Underlying Asset, at any time on any Observation Date corresponding to such Interest Valuation Date, is below the relevant Interest Barrier.

OR

(iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Basket', then, in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Interest Performance on any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier Percentage.

OR

(v) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Rainbow Basket', then, in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Rainbow Basket Interest Performance on any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier Percentage.

- "**Fixed Interest Rate**" means, in relation to an Interest Valuation Date, the percentage as specified in respect of such Interest Valuation Date in the Final Terms.

- "**Global Floor**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.6 **Digital (Bullish with dual barrier)**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Digital (Bullish with dual barrier)', then this General Condition 9.6 will apply on such Interest Valuation Date. The Underlying Performance Type$_{(Interest)}$ shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Final Terms.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier Percentage(2):

Fixed Interest Rate(2) × Calculation Amount

(ii) if the Modified Performance on the relevant Interest Valuation Date is below the relevant Interest Barrier Percentage(2) and at or above the relevant Interest Barrier Percentage(1):

Fixed Interest Rate(1) × Calculation Amount

(iii) otherwise:

Global Floor × Calculation Amount

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Fixed Interest Rate(1)**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.
- "**Fixed Interest Rate(2)**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.
- "**Global Floor**" means the percentage as specified in the Final Terms.
- "**Interest Barrier Percentage(1)**" means, in relation to an Interest Valuation Date, the relevant percentage as specified in the Final Terms.
- "**Interest Barrier Percentage(2)**" means, in relation to an Interest Valuation Date, the relevant percentage as specified in the Final Terms.
- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Modified Performance**" means:

  (i) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial $Price_{(Interest)}$, each in relation to the sole Underlying Asset;

  (ii) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial $Price_{(Interest)}$, each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or

(iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.7 **Digital (Bullish with lock-in feature)**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Digital (Bullish with lock-in feature)', then this General Condition 9.7 will apply on such Interest Valuation Date. The Underlying Performance Type$_{(Interest)}$ shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Final Terms.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if the Modified Performance on any Interest Valuation Date preceding the relevant Interest Valuation Date is at or above the Lock-in Barrier Percentage corresponding to such previous Interest Valuation Date:

Fixed Interest Rate × Calculation Amount

(ii) if (i) above does not apply, but the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier Percentage:

Fixed Interest Rate × Calculation Amount

(iii) otherwise:

Global Floor × Calculation Amount

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Global Floor**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Lock-in Barrier Percentage**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Modified Performance**" means:

  (i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial $\text{Price}_{(\text{Interest})}$, each in relation to the sole Underlying Asset;

  (ii) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial $\text{Price}_{(\text{Interest})}$, each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

  (iii) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial $\text{Price}_{(\text{Interest})}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or

  (iv) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.8 **Digital (Bullish with memory feature)**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Digital (Bullish with memory feature)', then this General Condition 9.8 will apply to the Securities on such Interest Valuation Date. The Final Terms shall specify Underlying Performance $\text{Type}_{(\text{Interest})}$ to be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of'.

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier Percentage:

(Fixed Interest Rate × Calculation Amount) + (Y × Fixed Interest Rate × Calculation Amount)

(ii) otherwise:

the Interest Amount shall be zero.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(b) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Modified Performance**" means:

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to the sole Underlying Asset;

  (ii) if the Final Terms specifies 'Underlying Performance Type$_{(Interest)}$' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in

relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or

(iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Y**" means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable (after which interest or a coupon shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

9.9 **Digital (Bullish with dual barrier and memory feature)**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Digital (Bullish with dual barrier and memory feature)', then this General Condition 9.9 will apply on such Interest Valuation Date. The Underlying Performance Type$_{(Interest)}$ shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Final Terms.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier Percentage(2):

[(Fixed Interest Rate(2) × CA) + (Y(2) × Fixed Interest Rate(2) × CA)]

(which, for the avoidance of doubt, is payable together with the amount payable pursuant to paragraph b(ii) below);

(ii) if the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier Percentage(1):

$$(\text{Fixed Interest Rate}(1) \times \text{CA}) + (\text{Y}(1) \times \text{Fixed Interest Rate}(1) \times \text{CA})$$

(iii) otherwise, the Interest Amount shall be zero.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate(1)**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Fixed Interest Rate(2)**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Barrier Percentage(1)**" means, in relation to an Interest Valuation Date, the relevant percentage as specified in the Final Terms.

- "**Interest Barrier Percentage(2)**" means, in relation to an Interest Valuation Date, the relevant percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Modified Performance**" means:

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price(Interest), each in relation to the sole Underlying Asset;

  (ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price(Interest), each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

  (iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or

  (iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Y(1)**" means the number of previous Interest Valuation Dates in respect of which no interest was payable pursuant to paragraph (b)(ii) (after which interest shall be considered to have been payable pursuant to paragraph (b)(ii) in respect of such previous Interest Valuation Date(s)).

- "**Y(2)**" means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable pursuant to paragraph (b)(i) (after which interest shall be considered to have been payable pursuant to paragraph (b)(i) in respect of such previous Interest Valuation Date(s)).

9.10 **Digital (Bullish with lock-in and memory features)**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Digital (Bullish with lock-in and memory features)', then this General Condition 9.10 will apply to the Securities on such Interest Valuation Date. The Underlying Performance $\text{Type}_{(\text{Interest})}$ shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Final Terms.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if the Modified Performance on any Interest Valuation Date preceding the relevant Interest Valuation Date is at or above the Lock-in Barrier Percentage corresponding to such previous Interest Valuation Date:

Fixed Interest Rate × Calculation Amount

(ii) if (i) above does not apply, but the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier Percentage:

(Fixed Interest Rate × Calculation Amount) + (Y × Fixed Interest Rate × Calculation Amount)

(iii) otherwise:

the Interest Amount shall be zero.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

(i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

(ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

(iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Lock-in Barrier Percentage**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Modified Performance**" means:

  (i) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial $Price_{(Interest)}$, each in relation to the sole Underlying Asset;

  (ii) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial $Price_{(Interest)}$, each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

  (iii) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial $Price_{(Interest)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or

  (iv) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.

- "**Y**" means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable (after which interest shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.11 **Digital (Bearish)**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Digital (Bearish)', then this General Condition 9.11 will

apply to such Interest Valuation Date. The Final Terms shall specify Underlying Performance Type$_{(Interest)}$ to be either 'Basket' or 'Single Asset'.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if a Digital Up Trigger Event has not occurred:

Fixed Interest Rate × Calculation Amount

(ii) otherwise:

Global Floor × Calculation Amount

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Digital Up Trigger Event**" means:

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Single Asset', then:

  (A) if the Final Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Up Trigger Event shall be deemed to have occurred if the Valuation Price of the sole Underlying Asset in respect of any Observation Date corresponding to such Interest Valuation Date is above the relevant Interest Barrier; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Up Trigger Event shall be deemed to have occurred if the market price or level of the Underlying Asset at any time in respect of any Observation Date corresponding to such Interest Valuation Date is above the relevant Interest Barrier;

  OR

  (ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Basket', then, in relation to an Interest Valuation Date, a Digital Up Trigger Event shall be deemed to have occurred if the Interest Performance, on any Observation Date corresponding to such Interest Valuation Date, is above the relevant Interest Barrier Percentage.

- "**Fixed Interest Rate"** means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Global Floor**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.12 **Range Accrual**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Range Accrual', then this General Condition 9.12 will apply on such Interest Valuation Date. The Accrual Type shall be either 'All Assets', 'Basket' or 'Single Asset' as specified in the Final Terms.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(Accrual Days/N) × Fixed Interest Rate × Calculation Amount

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Accrual Days**" means, in relation to an Interest Valuation Date:

  (i) if the Final Terms specifies the 'Accrual Type' to be 'Single Asset':

    (A) if the Final Terms specifies 'Upper Interest Barrier Percentage' to be 'Not Applicable', the number of Observation Dates corresponding to such Interest Valuation Date in respect of which the Valuation Price of

the Underlying Asset is greater than or equal to the corresponding Lower Interest Barrier; or

(B) otherwise, the number of Observation Dates corresponding to such Interest Valuation Date in respect of which the Valuation Price of the Underlying Asset is greater than or equal to the corresponding Lower Interest Barrier and less than or equal to the corresponding Upper Interest Barrier;

OR

(ii) if the Final Terms specifies 'Accrual Type' to be 'Basket':

(A) if the Final Terms specifies 'Upper Interest Barrier Percentage' to be 'Not Applicable', the number of Observation Dates corresponding to such Interest Valuation Date in respect of which the Interest Performance is greater than or equal to the corresponding Lower Interest Barrier Percentage; or

(B) otherwise, the number of Observation Dates corresponding to such Interest Valuation Date in respect of which the Interest Performance is greater than or equal to the corresponding Lower Interest Barrier Percentage and less than or equal to the corresponding Upper Interest Barrier Percentage;

OR

(iii) if the Final Terms specifies the 'Accrual Type' to be 'All Assets':

(A) if the Final Terms specifies 'Upper Interest Barrier Percentage' to be 'Not Applicable', the number of Observation Dates corresponding to such Interest Valuation Date in respect of which the Valuation Price of each Underlying Asset is greater than or equal to the corresponding Lower Interest Barrier; or

(B) otherwise, the number of Observation Dates corresponding to such Interest Valuation Date in respect of which the Valuation Price of each Underlying Asset is greater than or equal to the corresponding Lower Interest Barrier and less than or equal to the corresponding Upper Interest Barrier;

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

(i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

(ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in

accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

(iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**N**" means, in relation to an Interest Valuation Date, the number of scheduled Observation Dates corresponding to such Interest Valuation Date.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.13 **Call**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Call', then this General Condition 9.13 will apply on such Interest Valuation Date. The Underlying Performance $Type_{(Interest)}$ shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Final Terms.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if:

$MP \geq$ Call Strike

then:

(A) If the Final Terms specifies '$Cap_{(Interest)}$' to be 'Not Applicable':

$Participation_{(Interest)} \times (MP - \text{Call Strike}) \times \text{Calculation Amount} + \text{Global Floor} \times \text{Calculation Amount}$

(B) if the Final Terms specifies '$Cap_{(Interest)}$' to be 'Applicable':

$Participation_{(Interest)} \times \text{Min}(MP - \text{Call Strike}, Cap_{(Interest)}) \times \text{Calculation Amount} + \text{Global Floor} \times \text{Calculation Amount}$

(ii) otherwise:

Global Floor × Calculation Amount

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Call Strike**" means, in relation to an Interest Valuation Date:

  (i) the percentage as specified in the Final Terms; or

  (ii) if the Final Terms specifies the 'Call Strike' to be 'Sum of Coupons', the sum of the Interest Amounts payable in respect of all preceding Interest Valuation Dates and/or Interest Determination Dates (each disregarding the effect of any FX conversion applied where the Final Terms specifies 'FX Conversion' to be 'Applicable') and each divided by the Calculation Amount prevailing on such preceding date.

- "**Cap$_{(Interest)}$**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Global Floor**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.

- "**MP**" or "**Modified Performance**" means:

  (i) if the Final Terms specifies the 'Underlying Performance Type(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price(Interest), each in relation to the sole Underlying Asset;

  (ii) if the Final Terms specifies the 'Underlying Performance Type(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price(Interest), each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

  (iii) if the Final Terms specifies the 'Underlying Performance Type(Interest)' to be 'Best-of', then, in relation to an Interest

Valuation Date, the Interest Valuation Price divided by the Initial Price(Interest), each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or

(iv) if the Final Terms specifies the 'Underlying Performance Type(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.

- "**Participation$_{(Interest)}$**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.14 **Put**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Put', then this General Condition 9.14 will apply on such Interest Valuation Date. The Underlying Performance Type$_{(Interest)}$ shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Final Terms.

(b) **Interest Amount**

(i) The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(ii) if:

$MP \leq$ Put Strike

then:

(A) if the Final Terms specifies 'Cap$_{(Interest)}$' to be 'Not Applicable':

$Participation_{(Interest)} \times (Put\ Strike - MP) \times Calculation\ Amount + Global\ Floor \times Calculation\ Amount$

(B) if the Final Terms specifies 'Cap$_{(Interest)}$' to be 'Applicable':

$Participation_{(Interest)} \times Min(Put\ Strike - MP, Cap_{(Interest)}) \times Calculation\ Amount + Global\ Floor \times Calculation\ Amount$

(iii) otherwise:

$Global\ Floor \times Calculation\ Amount$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Cap$_{(Interest)}$**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Global Floor**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.

- "**MP**" or "**Modified Performance**" means:

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to the sole Underlying Asset;

  (ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

  (iii) if the Final Terms specifies 'Underlying Performance Type$_{(Interest)}$' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or

  (iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.

- "**Participation$_{(Interest)}$**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Put Strike**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.15 **Cliquet – Single Asset**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Cliquet – Single Asset', then this General Condition 9.15 will apply on such Interest Valuation Date.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if the Final Terms specifies '$Cap_{(Interest)}$' to be 'Not Applicable':

Calculation Amount × Max($Participation_{(Interest)}$ × Cliquet Payoff, Global Floor)

(ii) if the Final Terms specifies '$Cap_{(Interest)}$' to be 'Applicable':

Calculation Amount × Min($Cap_{(Interest)}$, Max($Participation_{(Interest)}$ × Cliquet Payoff, Global Floor))

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**$Cap_{(Interest)}$**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Cliquet Observation Date**" means, in relation to an Interest Valuation Date, each date as specified in the Final Terms, in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) or General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable) (in the case of Barclays Index Linked Securities) or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities).

- "**Cliquet Payoff**" means, in relation to an Interest Valuation Date, the sum of each Cliquet Performance calculated in respect of each corresponding Cliquet Observation Date.

- "**Cliquet Performance**" means, in relation to a Cliquet Observation Date:

$$\frac{CP}{CP_{(i-1)}} - 1$$

subject to a minimum of the Local Floor if applicable and further subject to a maximum of the Local Cap if applicable.

- "**CP**" means, in relation to a Cliquet Observation Date, the Valuation Price of the Underlying Asset in respect of such Cliquet Observation Date.

- "**$CP_{(i-1)}$**" means:

  (i) in relation to the first Cliquet Observation Date that corresponds to the first Interest Valuation Date, the Initial $Price_{(Interest)}$; and

  (ii) in relation to each subsequent Cliquet Observation Date, the Valuation Price of the Underlying Asset in respect of the immediately preceding Cliquet Observation Date.

- "**Global Floor**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Local Cap**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Local Floor**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example,

'Min(x,y)' means whichever is the lesser of component x and component y.

- "**Participation$_{(Interest)}$**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.16 **Call (with rainbow feature) – Basket**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Call (with rainbow feature) – Basket', then this General Condition 9.16 will apply on such Interest Valuation Date.

(b) **Interest Amount**

The "**Interest Amount**" per Security shall be calculated in respect of the final Interest Valuation Date in each Basket Observation Period and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if the Final Terms specifies 'Cap$_{(Interest)}$' to be 'Not Applicable':

Calculation Amount × Max(Participation$_{(Interest)}$ × Basket Payoff, Global Floor)

(ii) if the Final Terms specifies 'Cap$_{(Interest)}$' to be 'Applicable':

Calculation Amount × Min(Cap$_{(Interest)}$, Max(Participation$_{(Interest)}$ × Basket Payoff, Global Floor))

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Asset Performance Rank**" means, in relation to an Underlying Asset and an Interest Valuation Date, an integer corresponding to the position of the Underlying Asset after ranking the Underlying Assets in order of their Call Asset Performance, such that the Underlying Asset with the highest Call Asset Performance is assigned an Asset Performance Rank of '1' and the Underlying Asset with the lowest Call Asset Performance is assigned an Asset Performance Rank of 'n' (as defined below). In the event that more than one Underlying Asset has the same Call Asset Performance, the Determination Agent shall select the Asset Performance Rank to assign to such Underlying Assets.

- "**Basket Observation Period**" means, in respect of an Interest Payment Date, the period from (but excluding) the immediately preceding Interest Payment Date to (and including) the relevant Interest Payment Date except for the first Basket Observation Period which shall commence on (but exclude) the Initial Valuation Date and end on (and include) the first Interest Payment Date.

- "**Basket Payoff**" means, in relation to a Basket Observation Period, the sum of each Rainbow Basket Performance calculated in respect of each Interest Valuation Date in such Basket Observation Period.

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Call Asset Performance**" means, in relation to an Underlying Asset and an Interest Valuation Date:

$$\frac{IVP}{IP} - 1$$

subject to a minimum of the Local Floor if applicable and further subject to a maximum of the Local Cap if applicable.

- "**Cap$_{(Interest)}$**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Global Floor**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Local Cap**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Local Floor**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.

- "**n**" means the total number of Underlying Assets.

- "**Participation$_{(Interest)}$**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Rainbow Basket Performance**" means, in relation to an Interest Valuation Date, the sum of each Rainbow Weighted Asset Performance.

- "**Rainbow Weighted Asset Performance**" means, in relation to an Interest Valuation Date and an Underlying Asset with an Asset Performance Rank equal to i:

  Weight(i) × Call Asset Performance

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Weight(i)**" means the percentage specified as such in the Final Terms corresponding to row i of Asset Performance Rank(i).

9.17 **Locally Capped Basket**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Locally Capped Basket', then this General Condition 9.17 will apply on such Interest Valuation Date.

(b) **Interest Amount**

The "**Interest Amount**" per Security shall be calculated in respect of the final Interest Valuation Date in each Basket Observation Period and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if the Final Terms specifies 'Cap$_{(Interest)}$' to be 'Not Applicable':

Calculation Amount × Max(Participation$_{(Interest)}$ × Call Basket Payoff, Global Floor)

(ii) if the Final Terms specifies 'Cap$_{(Interest)}$' to be 'Applicable':

Calculation Amount × Min(Cap$_{(Interest)}$, Max(Participation$_{(Interest)}$ × Call Basket Payoff, Global Floor))

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Basket Observation Period**" means, in respect of an Interest Payment Date, the period from (but excluding) the immediately preceding Interest Payment Date to (and including) the Interest Payment Date except for the first Basket Observation Period which shall commence on (but exclude) the Initial Valuation Date and end on (and include) the first Interest Payment Date.

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Call Asset Performance**" means, in relation to an Underlying Asset and an Interest Valuation Date:

$$\frac{IVP}{IP} - 1$$

subject to a minimum of the Local Floor if applicable and further subject to a maximum of the Local Cap if applicable.

- "**Call Basket Payoff**" means, in relation to a Basket Observation Period, the sum of each Call Basket Performance calculated in respect of each Interest Valuation Date in such Basket Observation Period.

- "**Call Basket Performance**" means, in relation to an Interest Valuation Date, the sum of each Weighted Call Asset Performance.

- "**Cap$_{(Interest)}$**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Global Floor**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Local Cap**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Local Floor**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.

- "**Participation$_{(Interest)}$**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Weight**" means, in relation to an Underlying Asset, the percentage as specified in the Final Terms.

- "**Weighted Call Asset Performance**" means, in relation to an Underlying Asset and an Interest Valuation Date:

Weight × Call Asset Performance

9.18 **Jade – Basket**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Jade – Basket', then this General Condition 9.18 will apply on such Interest Valuation Date.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

Calculation Amount × Max(Jade Basket Performance, Global Floor)

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Call Asset Performance**" means, in relation to an Underlying Asset and an Interest Valuation Date:

$$\frac{\text{IVP}}{\text{IP}} - 1$$

subject to a minimum of the Local Floor if applicable and further subject to a maximum of the Local Cap if applicable.

- "**Global Floor**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

(i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

(ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

(iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Jade Basket Performance**" means, in relation an Interest Valuation Date, the sum of each Jade Weighted Asset Performance.
- "**Jade Weighted Asset Performance**" means, in relation to an Underlying Asset and an Interest Valuation Date:

  (i) if IVP ≥ Interest Barrier, then:

  Replacement Performance/n

  (ii) otherwise:

  Call Asset Performance/n.

- "**Local Cap**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.
- "**Local Floor**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.
- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- "**n**" means the total number of Underlying Assets.
- "**Replacement Performance**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.
- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.19 **Temple – Basket**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Temple – Basket', then this General Condition 9.19 will apply on such Interest Valuation Date.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

Calculation Amount × Max(Temple Basket Performance, Global Floor)

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Asset Performance Rank**" means, in relation to an Underlying Asset and an Interest Valuation Date, an integer corresponding to the position of the Underlying Asset after ranking the Underlying Assets in order of their Call Asset Performance, such that the Underlying Asset with the highest Call Asset Performance is assigned an Asset Performance Rank of 1 and the Underlying Asset with the lowest Call Asset Performance is assigned an Asset Performance Rank of 'n' (as defined below). In the event that more than one Underlying Asset has the same Call Asset Performance, the Determination Agent shall select the Asset Performance Rank to assign to such Underlying Assets.

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Call Asset Performance**" means, in relation to an Underlying Asset and an Interest Valuation Date:

$$\frac{\text{IVP}}{\text{IP}} - 1$$

subject to a minimum of the Local Floor if applicable and further subject to a maximum of the Local Cap if applicable.

- "**Global Floor**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**j**" means the integer as specified in the Final Terms.

- "**Local Cap**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Local Floor**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**n**" means the total number of Underlying Assets.

- "**Replacement Performance**" means the percentage as specified in Final Terms.

- "**Temple Basket Performance**" means, in relation to the relevant Interest Valuation Date, the sum of each Temple Weighted Asset Performance.

- "**Temple Weighted Asset Performance**" means, in relation to an Interest Valuation Date:

  (i) in relation to an Underlying Asset with an Asset Performance Rank of 1 to j:

  Replacement Performance/n

  (ii) in relation to an Underlying Asset with an Asset Performance Rank of j+1 to n:

  Call Asset Performance/n

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.20 **Fixed Rate (FX)**

(a) **Interest Type and application**

In relation to an Interest Payment Date where the Final Terms specifies 'Interest Type' to be 'Fixed Rate (FX)', then this General Condition 9.20 will apply to the Securities on such Interest Payment Date.

(b) **Rate of interest and when paid**

Each Security bears interest from (and including) the Interest Commencement Date at the Fixed Interest Rate (FX) specified in the Final Terms as applying to the Interest Payment Date corresponding to the end of the relevant Interest Calculation Period. Interest (if any) will be payable at the end of each such period on such Interest Payment Date.

(c) **Interest Amount**

The "**Interest Amount**" payable in respect of each Security on any Interest Payment Date shall be a cash amount in the Settlement Currency per Calculation Amount calculated by the Determination Agent by applying the relevant Fixed Interest Rate (FX) to the Calculation Amount, and then multiplying such amount by the applicable Day Count Fraction and, in the case of Securities having a Settlement Currency that is different from the Issue Currency, converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(d) **Relevant defined terms**

The following terms as used in this General Condition 9.20 have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).
- "**Day Count Fraction**" means the fraction equal to the number of days of the relevant Interest Calculation Period divided by the number of days of the year, in each case determined in accordance with the applicable convention, which may be any of 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30E/360 (ISDA)' (each as defined in General Condition 65.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Final Terms.
- "**Fixed Interest Rate (FX)**" means the percentage rate of interest per annum for the relevant Interest Payment Date as set out in the Final Terms.
- "**Interest Calculation Period**" is as defined in General Condition 65.1 (*Definitions*).
- "**Interest Commencement Date**" means the date specified as such in the Final Terms.
- "**Interest Payment Date**" means each date specified as such in the Final Terms, subject to adjustment in accordance with the relevant Business Day Convention (if applicable).
- "**Interest Period End Date**" is as defined in General Condition 65.1 (*Definitions*).
- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Observation Date(s) (FX)**" means each date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).

9.21 **Conditional (FX)**

(a) **Application**

In relation to an Interest Payment Date where the Final Terms specifies 'Interest Type' to be 'Conditional (FX)', then this General Condition 9.21 will apply to the Securities on such Interest Payment Date.

(b) **Accrual of interest and when paid**

Each Security bears interest from (and including) the Interest Commencement Date as specified below.

Interest will be payable on each Interest Payment Date for which the corresponding Interest Condition has been satisfied.

If the Interest Condition is not satisfied in respect of an Interest Payment Date, no amount of interest will be payable on that Interest Payment Date.

(c) **Interest Amount**

The "**Interest Amount**" payable in respect of each Security on any Interest Payment Date for which the Interest Condition is satisfied shall be a cash amount in the Settlement Currency per Calculation Amount calculated by the Determination Agent as follows:

Conditional Interest Rate × Calculation Amount

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, such amount is then converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX). If the Final Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(d) **Relevant defined terms**

The following terms as used in this General Condition 9.21 have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Conditional Interest Rate**" means, in respect of an Interest Payment Date, the percentage specified as such in the Final Terms.
- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).
- "**Interest Barrier (FX)**" means, in respect of an Interest Payment Date, the level specified as such in the Final Terms.
- "**Interest Commencement Date**" means the date specified as such in the Final Terms.
- "**Interest Condition**" means (and shall be considered to have been satisfied if), in respect of an Interest Payment Date, where the Final Terms specifies the 'Interest Condition Type' for such Interest Payment Date to be:

  (i) 'Digital', the FX Performance on the Observation Date (FX) corresponding to such Interest Payment Date is greater than or equal to the Interest Barrier (FX); or

  (ii) 'One Touch – Discrete', the FX Performance on any Observation Date (FX) in the Interest Observation Period corresponding to such Interest Payment Date is greater than or equal to the Interest Barrier (FX); or

(iii) 'One Touch – Continuous', the FX Performance at any time on any weekday (observed continuously from 5:00 a.m. Sydney time on a Monday in any week to 5:00 p.m. New York time on the Friday of that week) during the Interest Observation Period corresponding to such Interest Payment Date is greater than or equal to the Interest Barrier (FX); or

(iv) 'No Touch – Discrete', the FX Performance on every Observation Date (FX) in the Interest Observation Period corresponding to such Interest Payment Date is greater than or equal to the Interest Barrier (FX); or

(v) 'No Touch – Continuous', the FX Performance at all times on each weekday (observed continuously from 5:00 a.m. Sydney time on a Monday in any week to 5:00 p.m. New York time on the Friday of that week) during the Interest Observation Period corresponding to such Interest Payment Date is greater than or equal to the Interest Barrier (FX).

- "**Interest Observation Period**" means, in respect of each Interest Payment Date, the period specified as such in the Final Terms.

- "**Interest Payment Date**" means each date specified as such in the Final Terms, subject to adjustment in accordance with the relevant Business Day Convention (if applicable).

- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).

- "**Observation Date(s) (FX)**" means, in respect of an Interest Payment Date, each date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.

- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).

9.22 **Participation (FX)**

(a) **Application**

In relation to an Interest Payment Date where the Final Terms specifies 'Interest Type' to be 'Participation (FX)', then this General Condition 9.22 will apply to the Securities on such Interest Payment Date.

(b) **Accrual of interest and when paid**

Each Security bears interest from (and including) the Interest Commencement Date as specified below. Interest will be payable on each Interest Payment Date.

(c) **Interest Amount**

The "**Interest Amount**" payable in respect of each Security on any Interest Payment Date shall be a cash amount in the Settlement Currency per Calculation Amount calculated by the Determination Agent as follows:

(i) if the Final Terms specifies 'Capped Participation' to be 'Not Applicable':

$$CA \times Participation_{(Interest)} \times Max(0, FX\ Performance(p) + Upside\ Strike\ Shift)$$; or

(ii) if the Final Terms specifies 'Capped Participation' to be 'Applicable':

$CA \times Participation_{(Interest)} \times Max(0, Min(Cap\ (FX), FX\ Performance(p) + Upside\ Strike\ Shift))$

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, such amount is then converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX). If the Final Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(d) **Relevant defined terms**

The following terms as used in this General Condition 9.22 have the following meanings:

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Cap (FX)**" means, in respect of an Interest Payment Date, the percentage as specified in the Final Terms.
- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).
- "**FX Performance(p)**" means, in respect of each Interest Payment Date, the FX Performance at the Valuation Time (FX) on the Observation Date(s) (FX) corresponding to such Interest Payment Date.
- "**Interest Commencement Date**" means the date specified as such in the Final Terms.
- "**Interest Payment Date**" means each date specified as such in the Final Terms, subject to adjustment in accordance with the relevant Business Day Convention (if applicable).
- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- "**Observation Date(s) (FX)**" means, in respect of an Interest Payment Date, each date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- "**$Participation_{(Interest)}$**" means, in respect of an Interest Payment Date, the amount specified as such in the Final Terms.
- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Upside Strike Shift**" means, in respect of an Interest Payment Date, the amount specified as such in the Final Terms.

9.23 **Snowball**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Snowball', then this General Condition 9.23 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If the Interest Payment Condition is satisfied in respect of the relevant Interest Valuation Date, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date shall be calculated in respect of such Interest Valuation Date as follows:

$$T \times \text{Fixed Interest Rate} \times \text{Calculation Amount}$$

(ii) Otherwise no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means, in respect of an Underlying Asset and an Interest Valuation Date, the percentage specified as such in respect of such Interest Valuation Date in the Final Terms.

- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date multiplied by the Initial $\text{Price}_{(\text{Interest})}$ of such Underlying Asset.

- "**Interest Barrier Percentage**" means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Final Terms.

- "**Interest Payment Condition**" means, in respect of an Interest Valuation Date:

  (i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Single Asset', the Valuation Price of the Underlying Asset in respect of such Interest Valuation Date is at or above the corresponding Interest Barrier; or

  (ii) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Worst-of', the Valuation Price of every Underlying Asset in respect of such Interest Valuation Date is at or above its corresponding Interest Barrier.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to

adjustment in accordance with the Business Day Convention (if applicable);

(ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

(iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**T**" means the integer corresponding to the relevant Interest Valuation Date as specified in the Final Terms.
- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.24 **Phoenix without memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Phoenix without memory', then this General Condition 9.24 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If the Interest Payment Condition is satisfied in respect of the relevant Interest Valuation Date, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

(ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Payment of the Interest Amount**

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

(i) if 'Actual Settlement Date' is not specified in the Final Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Final Terms; or

(ii) if the Final Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means, in respect of an Underlying Asset and an Interest Valuation Date, the percentage specified as such in respect of such Interest Valuation Date in the Final Terms.

- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date multiplied by the Initial $\text{Price}_{(\text{Interest})}$ of such Underlying Asset.

- "**Interest Barrier Percentage**" means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Final Terms.

- "**Interest Payment Condition**" means, in respect of an Interest Valuation Date:

  (i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Single Asset', the Valuation Price of the Underlying Asset in respect of such Interest Valuation Date is at or above the corresponding Interest Barrier; or

  (ii) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Worst-of', the Valuation Price of every Underlying Asset in respect of such Interest Valuation Date is at or above its corresponding Interest Barrier.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.25 **Phoenix with memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Phoenix with memory', then this General Condition 9.25 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If the Interest Payment Condition is satisfied in respect of the relevant Interest Valuation Date, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$[\text{Fixed Interest Rate} \times \text{CA}] + [\text{Y} \times \text{Fixed Interest Rate} \times \text{CA}]$$

(ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Payment of the Interest Amount**

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

(i) if 'Actual Settlement Date' is not specified in the Final Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Final Terms; or

(ii) if the Final Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means the percentage specified as such in the Final Terms.

- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date multiplied by the Initial $\text{Price}_{(\text{Interest})}$ of such Underlying Asset.

- "**Interest Barrier Percentage**" means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Final Terms.

- "**Interest Payment Condition**" means, in respect of an Interest Valuation Date:

  (i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Single Asset', the Valuation Price of the Underlying Asset in respect of such Interest Valuation Date is at or above the corresponding Interest Barrier; or

(ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Worst-of', the Valuation Price of every Underlying Asset in respect of such Interest Valuation Date is at or above its corresponding Interest Barrier.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Y**" means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable (after which interest or a coupon shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

9.26 **Phoenix One Touch – Daily without memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Phoenix One Touch – Daily without memory', then this General Condition 9.26 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If the Interest Payment Condition is satisfied during the relevant Interest Observation Period, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date in respect of the Interest Valuation Date falling at the end of such Interest Observation Period shall be calculated as follows:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

(ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means the percentage specified as such in the Final Terms.

- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price$_{(Interest)}$ of such Underlying Asset.

- "**Interest Barrier Percentage**" means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Final Terms.

- "**Interest Observation Period**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Interest Payment Condition**" means, in respect of an Interest Observation Period ending on an Interest Valuation Date:

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Single Asset', the Valuation Price of the Underlying Asset is at or above the corresponding Interest Barrier in respect of any Observation Date during such Interest Observation Period; or

  (ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Worst-of', the Valuation Price of every Underlying Asset is at or above its corresponding Interest Barrier in respect of any Observation Date during such Interest Observation Period.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.27 **Phoenix One Touch – Daily with memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Phoenix One Touch – Daily with memory', then this General Condition 9.27 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If the Interest Payment Condition is satisfied during the relevant Interest Observation Period, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date in respect of the Interest Valuation Date falling at the end of such Interest Observation Period shall be calculated as follows:

$$[\text{Fixed Interest Rate} \times \text{Calculation Amount}] + [Y \times \text{Fixed Interest Rate} \times \text{Calculation Amount}]$$

(ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means the percentage specified as such in the Final Terms.

- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial $\text{Price}_{(\text{Interest})}$ of such Underlying Asset.

- "**Interest Barrier Percentage**" means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Final Terms.

- "**Interest Observation Period**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Interest Payment Condition**" means, in respect of an Interest Observation Period ending on an Interest Valuation Date:

  (i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Single Asset', the Valuation Price of the Underlying Asset is at or above the corresponding Interest Barrier in respect of any Observation Date during such Interest Observation Period; or

  (ii) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Worst-of', the Valuation Price of every Underlying Asset is at or above its corresponding Interest Barrier in respect of any Observation Date during such Interest Observation Period.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Y**" means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable (after which interest or a coupon shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

9.28 **Phoenix One Touch – Continuous without memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Phoenix One Touch – Continuous without memory', then this General Condition 9.28 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If the Determination Agent determines that the Interest Payment Condition is satisfied during the relevant Interest Observation Period, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date in respect of the Interest Valuation Date falling at the end of such Interest Observation Period shall be calculated as follows:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

(ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means the percentage specified as such in the Final Terms.

- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price$_{(Interest)}$ of such Underlying Asset.

- "**Interest Barrier Percentage**" means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Final Terms.

- "**Interest Observation Period**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Interest Payment Condition**" means, in respect of an Interest Observation Period ending on an Interest Valuation Date:

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Single Asset', the market price or level of the Underlying Asset is at or above the corresponding Interest Barrier at any time in respect of any Observation Date during such Interest Observation Period; or

  (ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Worst-of', the market price or level of every Underlying Asset is at or above its corresponding Interest Barrier at any time in respect of any Observation Date during such Interest Observation Period.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.29 **Phoenix One Touch – Continuous with memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Phoenix One Touch – Continuous with memory', then this General Condition 9.29 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If the Determination Agent determines that the Interest Payment Condition is satisfied during the relevant Interest Observation Period, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date in respect of the Interest Valuation Date falling at the end of such Interest Observation Period shall be calculated as follows:

$$[\text{Fixed Interest Rate} \times \text{Calculation Amount}] + [Y \times \text{Fixed Interest Rate} \times \text{Calculation Amount}]$$

(ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means the percentage specified as such in the Final Terms.

- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial $\text{Price}_{(\text{Interest})}$ of such Underlying Asset.

- "**Interest Barrier Percentage**" means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Final Terms.

- "**Interest Observation Period**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Interest Payment Condition**" means, in respect of an Interest Observation Period ending on an Interest Valuation Date:

  (i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Single Asset', the market price or level of the Underlying Asset is at or above the corresponding Interest Barrier at any time in respect of any Observation Date during such Interest Observation Period; or

  (ii) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Worst-of', the market price or level of every Underlying Asset is at or above its corresponding Interest Barrier at any time in respect of any Observation Date during such Interest Observation Period.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Y**" means the number of previous Interest Valuation Dates in respect of which no interest was payable (after which interest shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

9.30 **Phoenix No Touch – Daily without memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Phoenix No Touch – Daily without memory', then this General Condition 9.30 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If a 'No Interest Event' occurs during the relevant Interest Observation Period: no interest is payable on the related Interest Payment Date falling at the end of such Interest Observation Period;

(ii) Otherwise, the "**Interest Amount**" per Calculation Amount payable on such Interest Payment Date shall be calculated as follows:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means the percentage specified as such in the Final Terms.

- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price$_{(Interest)}$ of such Underlying Asset.

- "**Interest Barrier Percentage**" means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Final Terms.

- "**Interest Observation Period**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**No Interest Event**" means, in respect of an Interest Observation Period ending on an Interest Valuation Date:

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Single Asset', the Valuation Price of the Underlying Asset is below the corresponding Interest Barrier in respect of any Scheduled Trading Day during such Interest Observation Period; or

  (ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Worst-of', the Valuation Price of any Underlying Asset is below its corresponding Interest Barrier in respect of any Scheduled Trading Day during such Interest Observation Period.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.31 **Phoenix No Touch – Daily with memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Phoenix No Touch – Daily with memory', then this General Condition 9.31 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If a 'No Interest Event' occurs during the relevant Interest Observation Period, no interest amount is payable on the related Interest Payment Date falling at the end of such Interest Observation Period;

(ii) Otherwise, the "**Interest Amount**" per Calculation Amount payable on such Interest Payment Date shall be calculated as follows:

$$[\text{Fixed Interest Rate} \times \text{Calculation Amount}] + [Y \times \text{Fixed Interest Rate} \times \text{Calculation Amount}]$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means the percentage specified as such in the Final Terms.

- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial $\text{Price}_{(\text{Interest})}$ of such Underlying Asset.

- "**Interest Barrier Percentage**" means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Final Terms.

- "**Interest Observation Period**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**No Interest Event**" means, in respect of an Interest Observation Period ending on an Interest Valuation Date:

  (i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Single Asset', the Valuation Price of the Underlying Asset is below the corresponding Interest Barrier in respect of any Scheduled Trading Day during such Interest Observation Period; or

  (ii) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Worst-of', the Valuation Price of any Underlying Asset is below its corresponding Interest Barrier in respect of any Scheduled Trading Day during such Interest Observation Period.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Y**" means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable (after which interest or a coupon shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

9.32 **Phoenix No Touch – Continuous without memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Phoenix No Touch – Continuous without memory', then this General Condition 9.32 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If a 'No Interest Event' occurs during the relevant Interest Observation Period, no interest amount is payable on the related Interest Payment Date falling at the end of such Interest Observation Period;

(ii) **Otherwise**, the "**Interest Amount**" per Calculation Amount payable on such Interest Payment Date shall be calculated as follows:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means the percentage specified as such in the Final Terms.

- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the

Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price$_{(Interest)}$ of such Underlying Asset.

- "**Interest Barrier Percentage**" means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Final Terms.

- "**Interest Observation Period**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**No Interest Event**" means, in respect of an Interest Valuation Date and an Interest Observation Period ending on an Interest Valuation Date:

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Single Asset', the market price or level of the Underlying Asset is below the corresponding Interest Barrier at any time in respect of any Scheduled Trading Day during such Interest Observation Period; or

  (ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Worst-of', the market price or level of any Underlying Asset is below its corresponding Interest Barrier at any time in respect of any Scheduled Trading Day during such Interest Observation Period.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.33 **Phoenix No Touch – Continuous with memory**

(a) **Interest Type and Application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Phoenix No Touch – Continuous with memory', then this General Condition 9.33 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If a 'No Interest Event' occurs during the relevant Interest Observation Period, no interest amount is payable on the related Interest Payment Date falling at the end of such Interest Observation Period;

(ii) Otherwise, the "**Interest Amount**" per Calculation Amount payable on such Interest Payment Date shall be calculated as follows:

$$[\text{Fixed Interest Rate} \times \text{Calculation Amount}] + [Y \times \text{Fixed Interest Rate} \times \text{Calculation Amount}]$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means the percentage specified as such in the Final Terms.

- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price$_{(\text{Interest})}$ of such Underlying Asset.

- "**Interest Barrier Percentage**" means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Final Terms.

- "**Interest Observation Period**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**No Interest Event**" means, in respect of an Interest Valuation Date and an Interest Observation Period ending on an Interest Valuation Date:

(i) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Single Asset', the market price or level of the Underlying Asset is below the corresponding Interest Barrier at any time in respect of any Scheduled Trading Day during such Interest Observation Period; or

(ii) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Worst-of', the market price or level of any Underlying Asset is below its corresponding Interest Barrier at any time in respect of any Scheduled Trading Day during such Interest Observation Period.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Y**" means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable (after which interest or a coupon shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

9.34 **Knock-out**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Knock-out', then this General Condition 9.34 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If a Knock-out has not occurred in relation to the relevant Interest Valuation Date, the "**Interest Amount**" per Calculation Amount payable with respect to the related Interest Valuation Date shall be calculated as follows:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

(ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

For the purposes of this General Condition 9.34, the following terms as used above have the following meanings (and any other defined terms shall have the meaning set out in General Condition 65.1 (*Definitions*)):

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Fixed Interest Rate**" means the percentage specified as such in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

(i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to

adjustment in accordance with the Business Day Convention (if applicable);

(ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

(iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Knock-out**" means, in respect of an Interest Valuation Date:

  (i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Single Asset', the Valuation Price of the Underlying Asset is less than the Knock-out Barrier on any Scheduled Trading Day from (but excluding) the Initial Valuation Date to (and including) such Interest Valuation Date;

  (ii) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Interest})}$' to be 'Worst-of', the Valuation Price of any Underlying Asset is less than its Knock-out Barrier on any Scheduled Trading Day from (but excluding) the Initial Valuation Date to (and including) such Interest Valuation Date.

- "**Knock-out Barrier**" means, in respect of an Underlying Asset, the Knock-out Barrier Percentage multiplied by the Initial Price of such Underlying Asset.

- "**Knock-out Barrier Percentage**" means the percentage specified as such in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.35 **Snowball with upside**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Snowball with upside', then this General Condition 7.35 will apply to the Securities on such Interest Valuation Date. The Underlying Performance $\text{Type}_{(\text{Interest})}$ shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Final Terms.

(b) **Interest Amount**

(i) If the Interest Condition is satisfied in respect of the relevant Interest Valuation Date, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

(A) if the Final Terms specifies '$\text{Cap}_{(\text{Interest})}$' to be 'Not Applicable':

$$\text{CA} \times \text{Max}\left\{\text{Floor}_{(\text{Interest})}, \left[\text{P}_{(\text{I})} \times \left(\text{MP} - \text{SPP}_{(\text{Interest})}\right)\right]\right\}$$

(B) if the Final Terms specifies '$\text{Cap}_{(\text{Interest})}$' to be 'Applicable':

$$CA \times \text{Max}\{\text{Floor}_{(\text{Interest})}, \text{Min}(\text{Cap}_{(\text{Interest})}, [P_{(I)} \times (MP - SPP_{(\text{Interest})})])\}$$

(ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

For the purposes of this General Condition 9.35, the following terms as used above have the following meanings:

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Cap$_{(\text{Interest})}$**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Fixed Interest Rate**" means, in respect of an Underlying Asset and an Interest Valuation Date, the percentage specified as such in respect of such Interest Valuation Date in the Final Terms..

- "**Floor$_{(\text{Interest})}$**" means, in relation to an Interest Valuation Date, if applicable:

  (i) if the Final Terms specifies the 'Floor$_{(\text{Interest})}$' to be 'FIR Floor' in relation to an Interest Valuation Date, then, in respect of such Interest Valuation Date:

  $$N \times \text{Fixed Interest Rate}$$

  (ii) otherwise, such percentage as specified in respect of such Interest Valuation Date in the Final Terms.

- "**Interest Barrier Percentage**" means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Interest Condition**" means, in relation to an Interest Valuation Date, the Modified Performance is at or above the corresponding Interest Barrier Percentage.

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**MP**" or "**Modified Performance**" means:

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to the sole Underlying Asset as calculated in respect of such Interest Valuation Date;

  (ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

  (iii) if the Final Terms specifies 'Underlying Performance Type$_{(Interest)}$' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or

  (iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket as calculated in respect of such Interest Valuation Date.

- "**N**" means, in relation to an Interest Valuation Date, the number of Interest Valuation Dates falling in the period prior to and including such Interest Valuation Date. For example, if there are four Interest Valuation Dates, in relation to (i) the first Interest Valuation Date, N = 1 and (ii) the fourth Interest Valuation Date, N = 4.

- "**P$_{(I)}$**" or "**Participation$_{(Interest)}$**" means the percentage as specified in the Final Terms.

- "**SPP$_{(Interest)}$**" or "**Strike Price Percentage$_{(Interest)}$**" means the percentage as specified in the Final Terms.

9.36 **Strip of annualised calls with possibility for cap**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Strip of annualised calls with possibility for cap', then this General Condition 9.36 will apply to the Securities on such Interest Valuation Date. The Underlying Performance Type$_{(Interest)}$ shall be 'Basket', 'Best-of', 'Single Asset', 'Worst-of' or 'Rainbow Basket' as specified in the Final Terms.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of the relevant Interest Valuation Date and payable on the related Interest Payment Date shall be calculated as follows:

(i) if the Final Terms specifies '$Cap_{(Interest)}$' to be 'Not Applicable':

$$CA \times Max\left\{Floor_{(Interest)}, \left[P_{(I)} \times \left(\frac{1}{N}\right) \times \left(MP - SPP_{(Interest)}\right)\right]\right\}$$

(ii) if the Final Terms specifies '$Cap_{(Interest)}$' to be 'Applicable':

$$CA \times Max\left\{Floor_{(Interest)}, Min\left(Cap_{(Interest)}, \left[P_{(I)} \times \left(\frac{1}{N}\right) \times \left(MP - SPP_{(Interest)}\right)\right]\right)\right\}$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

For the purposes of this General Condition 9.36, the following terms as used above have the following meanings:

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Cap(Interest)**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.
- "**Floor(Interest)**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.
- "**Interest Payment Date**" means, in respect of:
  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
  (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or
  (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- "**MP**" or "**Modified Performance**" means:

(i) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to the sole Underlying Asset as calculated in respect of such Interest Valuation Date;

(ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price(Interest), each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

(iii) if the Final Terms specifies 'Underlying Performance Type$_{(Interest)}$' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

(iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket as calculated in respect of such Interest Valuation Date; or

(v) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Rainbow Basket', then, in relation to an Interest Valuation Date, the sum of the Rainbow Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket as calculated in respect of such Interest Valuation Date.

- "**N**" means, in relation to an Interest Valuation Date, the number as specified in the Final Terms in respect of such Interest Valuation Date, or, if none is specified in the Final Terms, the number of Interest Valuation Dates falling in the period prior to and including such Interest Valuation Date (for example, if there are four Interest Valuation Dates, in relation to (i) the first Interest Valuation Date, N = 1 and (ii) the fourth Interest Valuation Date, N = 4).

- "**P$_{(I)}$**" or "**Participation$_{(Interest)}$**" means the percentage as specified in the Final Terms.

- "**SPP$_{(Interest)}$**" or "**Strike Price Percentage$_{(Interest)}$**" means the percentage as specified in the Final Terms.

9.37 **Digital plus Call**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Digital plus Call', then this General Condition 9.37 will apply to the Securities on such Interest Valuation Date. The Underlying Performance Type$_{(Interest)}$ shall be 'Basket', 'Single Asset', 'Worst-of', 'Best-of' or 'Rainbow Basket' as specified in the Final Terms.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if a Digital Down Trigger Event has not occurred and:

(A) if the Final Terms specifies '$Cap_{(Interest)}$' to be 'Not Applicable':

$$CA \times \{\text{Fixed Interest Rate} + Max[0\%, P_{(Interest)} \times (MP - SPP_{(Interest)})]\}$$

(B) if the Final Terms specifies '$Cap_{(Interest)}$' to be 'Applicable':

$$CA \times \{\text{Fixed Interest Rate} + Max(0\%, Min[Cap_{(Interest)}, P_{(Interest)} \times (MP - SPP_{(Interest)})])\}$$

(ii) otherwise:

Global Floor × Calculation Amount

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**$Cap_{(Interest)}$**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.
- "**Digital Down Trigger Event**" means:

  (i) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Single Asset', then:

  (A) if the Final Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier; or

  (B) if the Final Terms specifies the 'Interest Trigger Event Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the market price or level of the Underlying Asset at any time in respect of any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier.

  OR

  (ii) if 'Worst-of' is specified in the Final Terms as the 'Underlying Performance $Type_{(Interest)}$', then:

  (A) if the Final Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset in respect of any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier; or

  (B) if the Final Terms specifies the 'Interest Trigger Event' Type' to be 'Continuous' in relation to an Interest Valuation

Date, a Digital Down Trigger Event shall be deemed to have occurred if the market price or level of any Underlying Asset, at any time in respect of any Observation Date corresponding to such Interest Valuation Date, is below the relevant Interest Barrier.

OR

(iii) if 'Best-of' is specified in the Final Terms as the 'Underlying Performance Type$_{(Interest)}$', then:

(A) if the Final Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Valuation Price of the Best Performing Underlying Asset in respect of any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier; or

(B) if the Final Terms specifies the 'Interest Trigger Event' Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the market price or level of the Best Performing Underlying Asset, at any time in respect of any Observation Date corresponding to such Interest Valuation Date, is below the relevant Interest Barrier.

OR

(iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Basket', then, in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Interest Performance in respect of any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier Percentage.

OR

(v) if the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$' to be 'Rainbow Basket', then, in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Rainbow Basket Interest Performance in respect of any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier Percentage.

- "**Fixed Interest Rate**" means, in relation to an Interest Valuation Date, the percentage as specified in respect of such Interest Valuation Date in the Final Terms.

- "**Global Floor**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date multiplied by the Initial Price$_{(Interest)}$ of such Underlying Asset.

- "**Interest Barrier Percentage**" means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

(i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

(ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

(iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.

- "**MP**" or "**Modified Performance**" means:

(i) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial $Price_{(Interest)}$, each in relation to the sole Underlying Asset as calculated in respect of such Interest Valuation Date;

(ii) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial $Price_{(Interest)}$, each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

(vi) if the Final Terms specifies 'Underlying Performance $Type_{(Interest)}$' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial $Price_{(Interest)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

(iii) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket as calculated in respect of such Interest Valuation Date; or

(iv) if the Final Terms specifies the 'Underlying Performance Type(Interest)' to be 'Rainbow Basket', then, in relation to an Interest Valuation Date, the sum of the Rainbow Weighted Modified Asset Performance in respect of each Underlying Asset

in the Basket as calculated in respect of such Interest Valuation Date.

- "**$P_{(Interest)}$**" or "**Participation$_{(Interest)}$**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**$SPP_{(Interest)}$**" or "**Strike Price Percentage$_{(Interest)}$**" means the percentage as specified in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

9.38 **Strip of forward striking calls**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Strip of forward striking calls', then this General Condition 9.38 will apply to the Securities on such Interest Valuation Date. The Underlying Performance Type$_{(Interest)}$ shall be 'Basket', 'Single Asset', 'Worst-of', 'Best-of' or 'Rainbow Basket' as specified in the Final Terms.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if the Final Terms specifies '$Cap_{(Interest)}$' to be 'Not Applicable':

$$CA \times Max[Floor_{(Interest)}, P_{(Interest)} \times (MP - SPP_{(Interest)})]$$

(ii) otherwise, if the Final Terms specifies '$Cap_{(Interest)}$' to be 'Applicable'

$$CA \times Max(Floor_{(Interest)}, Min[Cap_{(Interest)}, P_{(Interest)} \times (MP - SPP_{(Interest)})])$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**$Cap_{(Interest)}$**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**$Floor_{(Interest)}$**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Final Terms.

- "**Interest Payment Date**" means, in respect of:

  (i) each Share Linked Security, Equity Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Final Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

(ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); or

(iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Final Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- "**Interest Valuation Date**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.

- "**MP**" or "**Modified Performance**" means:

  (i) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by $IVP_{(i-1)}$, each in relation to the sole Underlying Asset;

  (ii) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by $IVP_{(i-1)}$, each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or

  (iii) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by $IVP_{(i-1)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or

  (iv) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Reset Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket; or

  (v) if the Final Terms specifies the 'Underlying Performance $Type_{(Interest)}$' to be 'Rainbow Basket', then, in relation to an Interest Valuation Date, the sum of the Reset Rainbow Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.

- "**$P_{(Interest)}$**" or "**$Participation_{(Interest)}$**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

- "**Reset Weighted Modified Asset Performance**" means, in relation to an Underlying Asset and Interest Valuation Date, Weight × ($IVP/IVP_{(i-1)}$).

- "**Reset Rainbow Weighted Modified Asset Performance**" means, in relation to an Underlying Asset and Interest Valuation Date, Rainbow Weight(i) × (IVP/IVP$_{(i-1)}$).

- "**SPP$_{(Interest)}$**" or "**Strike Price Percentage$_{(Interest)}$**" means the percentage as specified in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

10. **Automatic Settlement (Autocall)**

10.1 **Application**

This General Condition 10 applies to all Securities for which the Final Terms specifies 'Automatic Settlement (Autocall)' to be 'Applicable'.

10.2 **Autocall Cash Settlement Amount following an Automatic Settlement (Autocall) Event**

If an Automatic Settlement (Autocall) Event occurs in respect of an Autocall Valuation Date, then, provided that no redemption, purchase or cancellation of the Securities has occurred prior to the relevant Autocall Settlement Date, each Security will be redeemed or cancelled (in whole) on the Autocall Settlement Date corresponding to such Autocall Valuation Date at a cash amount per Calculation Amount in the Settlement Currency, determined in accordance with the following (the "**Autocall Cash Settlement Amount**"):

Autocall Settlement Percentage × Calculation Amount

In the case of Securities having a Settlement Currency that is different from the Issue Currency, for the purpose of calculation of the Autocall Cash Settlement Amount, the Calculation Amount shall be converted into the Settlement Currency by applying the applicable Conversion Rate (FX) on the relevant Autocall Valuation Date (and, if more than one relevant Autocall Valuation Date, on the latest to occur) in respect of which the Automatic Settlement (Autocall) Event occurred. If the Final Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply.

10.3 **Relevant defined terms**

- "**Autocall Barrier Percentage**" means, in relation to an Autocall Valuation Date, the percentage as specified in the Final Terms.

- "**Autocall Barrier Percentage$_{(Reset)}$**" means, in relation to an Autocall Valuation Date, the percentage as specified in the Final Terms.

- "**Autocall Performance**" means, in relation to an Autocall Valuation Date:

  (a) in respect of FX Linked Securities, the FX Performance;

  (b) otherwise, if the Final Terms specifies 'Autocall Observation Type' to be 'Discrete':

    (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Autocall)}$' to be 'Single Asset', then the Autocall Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to the sole Underlying Asset;

    (ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Autocall)}$' to be 'Worst-of', then the Autocall Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to the Worst

Performing Underlying Asset as calculated in respect of such Autocall Valuation Date;

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Autocall)}$' to be 'Best-of', then the Autocall Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Autocall Valuation Date;

(iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Autocall)}$' to be 'Basket', then the sum of the Weighted Modified Autocall Performance in respect of each Underlying Asset in the Basket;

(c) if the Final Terms specifies 'Autocall Observation Type' to be 'Continuous':

(i) if the Final Terms specifies the 'Underlying Performance Type$_{(Autocall)}$' to be 'Single Asset', then the Autocall Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to the sole Underlying Asset;

(ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Autocall)}$' to be 'Worst-of', then the Autocall Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to the Worst Performing Underlying Asset as calculated in respect of such Autocall Valuation Date;

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Autocall)}$' to be 'Best-of', then the Autocall Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Autocall Valuation Date;

(iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Autocall)}$' to be 'Basket', then the sum of the Weighted Asset Performance$_{(Settlement)}$ in respect of each Underlying Asset in the Basket;

- "**Autocall Reset Event**" shall occur if, in relation to an Autocall Reset Observation Date, the Autocall Reset Performance is below the Autocall Reset Percentage.

- "**Autocall Reset Percentage**"means the percentage as specified in the Final Terms.

- "**Autocall Reset Performance**" means:

(i) if the Final Terms specifies the 'Underlying Performance Type$_{(Autocall)}$' to be 'Single Asset', then, in relation to an Autocall Reset Observation Date, the Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to the sole Underlying Asset;

(ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Autocall)}$' to be 'Worst-of' then, in relation to an Autocall Rest Observation Date, the Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to the Worst Performing Underlying Asset as calculated in respect of such Autocall Reset Observation Date;

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Autocall)}$' to be 'Best-of' then, in relation to an Autocall Rest Observation Date, the Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation

to the Best Performing Underlying Asset as calculated in respect of such Autocall Rest Observation Date; or

(iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Autocall)}$' to be 'Basket' then, in relation to an Autocall Rest Observation Date, the sum of the Weighted Asset Performance$_{(Settlement)}$, in respect of each Underlying Asset in the Basket.

- "**Autocall Reset Observation Date**" means, in respect of a Share Linked Security, Equity Index Linked Security, Fund Linked Security, Barclays Index Linked Security or Hybrid Basket Linked Security and in respect of an Underlying Asset, each Asset Scheduled Trading Day from (and including) the Autocall Reset Period Start Date to and (and including) the Autocall Reset Period End Date.

- "**Autocall Reset Period End Date**" means the date as specified in the Final Terms.

- "**Autocall Reset Period Start Date**" means the date as specified in the Final Terms.

- "**Autocall Settlement Date**" means, in relation to an Autocall Valuation Date, the date as specified in the Final Terms (provided that (i) if the Securities are Fund Linked Securities or Hybrid Basket Linked Securities (inc Fund), such date shall be subject to adjustment in accordance with General Condition 33 (*Adjustments to Payment Dates*), or (ii) if the Securities are Barclays Index Linked Securities (inc Fund), such date shall be subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*)).

- "**Autocall Settlement Percentage**" means, in relation to an Autocall Valuation Date, the percentage as specified in the Final Terms.

- "**Autocall Valuation Date**" means:

  (a) if the Final Terms specifies the 'Autocall Observation Type' to be 'Discrete' and the Securities are:

    (i) Share Linked Securities and/or Equity Index Linked Securities, each date as specified in the Final Terms, subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*);

    (ii) FX Linked Securities, each date as specified in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention);

    (iii) Fund Linked Securities, each date as specified in the Final Terms, subject to adjustment in accordance with General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*);

    (iv) Barclays Index Linked Securities, each date as specified in the Final Terms, subject to adjustment in accordance with General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) or General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable);

    (v) Hybrid Basket Linked Securities, each date as specified in the Final Terms, subject to adjustment in accordance with General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*); or

(b) if the Final Terms specifies the 'Autocall Observation Type' to be 'Continuous' and the Securities are other than FX Linked Securities, each date as specified in the Final Terms and each Asset Scheduled Trading Day from (and including) the Continuous Autocall Start Date to (and including) the Continuous Autocall End Date, each as specified in the Final Terms.

- "**Autocall Valuation Price**" means, in relation to an Underlying Asset and an Autocall Valuation Date:

  (a) if the Final Terms specifies 'Averaging-out' to be 'Applicable', the arithmetic average of the Valuation Price on each of the Averaging-out Dates corresponding to the Autocall Valuation Date;

  (b) if the Final Terms specifies 'Min Lookback-out' to be 'Applicable', the lowest Valuation Price observed in respect of each of the Lookback-out Dates corresponding to the Autocall Valuation Date;

  (c) if the Final Terms specifies 'Max Lookback-out' to be 'Applicable', the maximum Valuation Price observed in respect of each of the Lookback-out Dates corresponding to the Autocall Valuation Date; or

  (d) if none of items (a) to (c) applies, the Valuation Price of the Underlying Asset in respect of the Autocall Valuation Date.

- "**Automatic Settlement (Autocall) Event**" shall occur if, in relation to an Autocall Valuation Date, the Autocall Performance is greater than or equal to:

  (i) if the Final Terms specifies 'Autocall Reset Event' to be 'Not Applicable', the relevant Autocall Barrier Percentage;

  (ii) if the Final Terms specifies 'Autocall Reset Event' to be 'Applicable" and an Autocall Reset Event has not occurred, the relevant Autocall Barrier Percentage;

  (iii) if the Final Terms specifies 'Autocall Reset Event' to be 'Applicable' and an Autocall Reset Event has occurred, the relevant Autocall Barrier Percentage$_{(Reset)}$.

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).

- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).

- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

11. **Optional Early Settlement Event**

(a) **Application and Type**

If the Final Terms specifies 'Optional Early Settlement Event' to be 'Applicable', this General Condition 11 will apply. The Final Terms will indicate whether an Optional Early Settlement Event occurs 'At Par' or 'Above Par'.

(b) **Certain information to be found in the Final Terms**

The Final Terms will contain provisions applicable to the Optional Early Settlement Event provisions and must be read in conjunction with this General Condition 11 for full information on the manner in which an option may be exercised. In particular, the Final Terms will specify the following information items where relevant to the particular Securities:

- the Issuer Option Exercise Period(s);
- the Issuer Call Early Settlement Percentage used to calculate the Optional Cash Settlement Amount; and
- the Optional Cash Settlement Date(s).

11.1 **Optional Early Settlement – At Par**

(a) **Application**

This General Condition 11.1 applies only to those Securities for which the Final Terms specifies 'Optional Early Settlement Event' to be 'At Par'.

(b) **Optional Cash Settlement Amount**

By giving irrevocable notice to Holders on any Business Day (an "**Optional Early Settlement Event**") falling within a period specified as an Issuer Option Exercise Period (the "**Issuer Option Exercise Period**") in the Final Terms, the Issuer may (at its option) elect to redeem or cancel (as applicable) all (but not some only) of the Securities in whole (but not in part) prior to the Scheduled Settlement Date on the date (or dates) specified as an 'Optional Cash Settlement Date' (each an "**Optional Cash Settlement Date**") in the Final Terms for a cash amount per Calculation Amount (the "**Optional Cash Settlement Amount**") equal to:

100% x Calculation Amount

(c) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

11.2 **Optional Early Settlement – Above Par**

(a) **Application**

This General Condition 11.2 applies only to those Securities for which the Final Terms specifies 'Optional Early Settlement Event' to be 'Above Par'.

(b) **Optional Cash Settlement Amount**

By giving irrevocable notice to Holders on any Business Day (an "**Optional Early Settlement Event**") falling within a period specified as an Issuer Option Exercise Period (the "**Issuer Option Exercise Period**") in the Final Terms, the Issuer may (at its option) elect to redeem or cancel (as applicable) all (but not some only) of the Securities in whole (but not in part) prior to the Scheduled Settlement Date on the date (or dates) specified as an 'Optional Cash Settlement Date' (each an "**Optional Cash Settlement Date**") in the Final Terms for a cash amount per Calculation Amount (the "**Optional Cash Settlement Amount**") equal to:

(100% + Issuer Call Early Settlement Percentage) x Calculation Amount

(c) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Issuer Call Early Settlement Percentage**" means, in relation to an Issuer Option Exercise Period, the percentage as specified in the Final Terms.

12. **Final Settlement**

(a) **Final Settlement Type**

The Final Terms will indicate whether the 'Final Settlement Type' that the Securities will pay is:

- Fixed;
- Capped (including Vanilla Barrier – Autocall, Vanilla Barrier – Reverse Convertible, Knock-in Barrier – American – Autocall, Knock-in Barrier – American – Reverse Convertible and Knock-in Barrier – European);
- Up & Out Note, Type 1;
- Up & Out Note, Type 2;
- Supertracker (and whether the Switch Option applies);
- Ladder;
- Discount;
- Bonus;
- Capped Bonus;
- Bull Bear (constant upside participation);
- Bull Bear (variable upside participation);
- Delta One;
- Delta One (with fee drain);
- Fixed Settlement (FX);
- Participation Settlement (FX);
- Market Plus Settlement (FX);
- Digital Settlement (FX);
- Digital Plus Settlement (FX);
- Cash Plus Settlement (FX);
- Barrier with Rebate Settlement (FX);
- Tracker Settlement (FX);
- Supertracker Settlement (FX);
- Put Spread;
- Twin Win; or
- Ladder Call.

(b) **Certain information to be found in the Final Terms**

The Final Terms will contain provisions applicable to the Final Settlement provisions and must be read in conjunction with this General Condition 12 for full information on the manner in which the Final Cash Settlement Amount will be calculated. In particular, the Final Terms will specify the following information items where relevant to the particular Securities:

- the Underlying Asset(s) (including, if applicable, the Underlying Asset(s)($_{\text{Final Settlement}}$));
- the Initial Price($_{\text{Settlement}}$) (or the method of determining the Initial Price($_{\text{Settlement}}$)) of each Underlying Asset;
- the Calculation Amount;
- the SPP or the Strike Price Percentage;
- the LSSP or the Lower Strike Price Percentage;
- the FBP or the Final Barrier Percentage;
- the Initial Valuation Date;

- the Final Valuation Date;
- the American Barrier Type;
- the Vanilla Barrier Type;
- the Knock-in Barrier Type;
- the Knock-in Barrier Price;
- the Knock-in Barrier Percentage;
- the Knock-in Trigger Event;
- the Knock-out Trigger Event;
- the Local Cap;
- the Local Floor;
- the Protection Level;
- the Participation($_{\text{Settlement}}$);
- the Rebate Rate;
- the Cap($_{\text{Settlement}}$);
- the Ladder Barrier Observation Date(s);
- the Ladder Barrier Percentage;
- the Ladder Type;
- the Bonus;
- the Leverage;
- the Dparticipation;
- the Uparticipation;
- the Up & Out Observation Date(s);
- the Up & Out Barrier Percentage;
- the Up & Out Barrier Price;
- the PostTriggerUparticipation;
- the PreTriggerUparticipation;
- the Underlying Performance Type($_{\text{Settlement}}$);
- the Trigger Event Type;
- details of any applicable Switch Option;
- the Type of FX(i,t);
- the Fixed Settlement Percentage;
- the Upside Strike Shift;
- the Downside Strike Shift;
- the Floor;
- the Protection Barrier;
- the Digital Percentage;
- the Digital Strike;
- the Bonus Percentage;
- the Rebate Barrier;
- whether Ladder Trigger Event Downside Deactivation applies;
- the Weight;
- the Rainbow Weight;
- the Rainbow Profile;
- the Rainbow Profile Component Weight;
- whether Downside applies and information relating to the Downside;
- whether Short Downside applies and information relating to the Short Downside; and
- whether Upside applies and information relating to the Upside.

(c) **Application of cash proceeds to purchase and deliver Underlying Asset Provisions**

If the relevant final redemption provision in this General Condition 12 provides that the 'Application of cash proceeds to purchase and deliver Underlying Asset Provisions' apply, rather than pay the applicable Final Cash Settlement Amount to the Holders, the Issuer shall instead redeem or cancel each Security on the Scheduled Settlement Date by applying the Final Cash Settlement Amount to purchase Deliverable Underlying Asset(s) in an amount equal to the Final Physical Delivery Entitlement and delivering

such amount to Holders (subject to General Condition 7 (*Settlement*)), together with paying the Residual Cash Amount (if any) to Holders.

The following terms used above have the following meaning:

- "**Final Physical Delivery Entitlement**" means, in respect of the Deliverable Underlying Asset, the number of units of the Deliverable Underlying Asset equal to:

  (i) if the Settlement Currency is the same as the Underlying Asset Currency of the Deliverable Underlying Asset, the Final Cash Settlement Amount divided by the Final Valuation Price of the Deliverable Underlying Asset; or

  (ii) if the Settlement Currency is not the same as the Underlying Asset Currency of the Deliverable Underlying Asset, the Final Cash Settlement Amount multiplied by the Entitlement Exchange Rate and further divided by the Final Valuation Price of the Deliverable Underlying Asset,

  provided that any resulting fraction of a deliverable Underlying Asset (the "**Fractional Amount**") shall be excluded from the Final Physical Delivery Entitlement.

- "**Residual Cash Amount**" means a cash amount in the Settlement Currency rounded to the nearest unit of such currency equal to the Fractional Amount (expressed as a decimal amount) resulting from the calculation of the related Final Physical Delivery Entitlement multiplied by the Final Valuation Price of the Deliverable Underlying Asset (if applicable, converted to the Settlement Currency at the Entitlement Exchange Rate).

12.1 **Fixed Settlement**

(a) **Application**

This General Condition 12.1 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Fixed'.

(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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following:

Protection Level × Calculation Amount

(c) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Protection Level**" means the percentage as specified in the Final Terms.

12.2 **Capped Settlement**

(a) **Application**

This General Condition 12.2 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Capped'. The Final Terms shall specify the Underlying Performance Type($_{Settlement}$) to be either 'Basket', 'Single Asset' or 'Worst-of'.

(b) **Cash Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash', then 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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following:

(i) if either:

(A) the Vanilla Barrier Type is Autocall:

(1) FP ≥ FBP; or

(2) FP ≥ SPP;

(B) the Vanilla Barrier Type is Reverse Convertible and FP ≥ SPP;

(C) the Knock-in Barrier Type is American, the American Barrier Type is Autocall and:

(1) FP ≥ FBP;

(2) FP ≥ SPP; or

(3) a Knock-in Trigger Event has not occurred;

(D) the Knock-in Barrier Type is American, the American Barrier Type is Reverse Convertible and:

(1) FP ≥ SPP; or

(2) a Knock-in Trigger Event has not occurred; or

(E) the Knock-in Barrier Type is European and FP ≥ Knock-in Barrier Percentage,

then:

100% × Calculation Amount

(ii) otherwise:

(FP/SPP) × Calculation Amount

(c) **Cash or Physical Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash or Physical', then 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 on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

(i) if either:

(A) the Vanilla Barrier Type is Autocall:

(1) FP ≥ FBP; or

(2) FP ≥ SPP;

(B) the Vanilla Barrier Type is Reverse Convertible and FP ≥ SPP;

(C) the Knock-in Barrier Type is American, the American Barrier Type is Autocall and:

(1) FP ≥ FBP;

(2) FP ≥ SPP; or

(3) a Knock-in Trigger Event has not occurred;

(D) the Knock-in Barrier Type is American, the American Barrier Type is Reverse Convertible and:

(1) FP ≥ SPP; or

(2) a Knock-in Trigger Event has not occurred; or

(E) the Knock-in Barrier Type is European and FP ≥ Knock-in Barrier Percentage,

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount per Calculation Amount in the Settlement Currency equal to 100% × Calculation Amount;

(ii) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

- "**American Barrier Type**" means Autocall or Reverse Convertible, as specified in the Final Terms.
- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**FBP**" or "**Final Barrier Percentage**" means, in relation to the Final Valuation Date, the relevant percentage specified as such in the Final Terms.
- "**Knock-in Barrier Percentage**" means the percentage as specified in the Final Terms.

- "**Knock-in Barrier Type**" means American or European, as specified in the Final Terms.

- "**Knock-in Trigger Event**" means:

  (i) if the Final Terms specifies the 'Underlying Performance Type($_{Settlement}$)' to be 'Single Asset', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the sole Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;

  OR

  (ii) if the Final Terms specifies the 'Underlying Performance Type($_{Settlement}$)' to be 'Worst-of', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, on any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date, to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date, to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;

  OR

  (iii) if the Final Terms specifies the 'Underlying Performance Type($_{Settlement}$)' to be 'Basket', then a Knock-in Trigger Event shall be deemed to have occurred if the Performance, in respect of any Asset Scheduled Trading Day (in respect of Share Linked Securities, Equity Index Linked Securities, Fund Linked Securities, Barclays Index Linked Securities or Hybrid Basket Linked Securities) from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage.

- "**Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**SPP**" or "**Strike Price Percentage**" means the percentage as specified in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

12.3 **Up & Out Note, Type 1**

(a) **Application**

This General Condition 12.3 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Up & Out Note, Type 1'. The Final Terms shall specify the Underlying Performance $\text{Type}_{(\text{Settlement})}$ to be either 'Basket' or 'Single Asset'.

(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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

(i) if an Up Trigger Event has occurred:

Protection Level × Calculation Amount + Rebate Rate × Calculation Amount

(ii) if an Up Trigger Event has not occurred then:

(A) if FP > SPP:

Protection Level × Calculation Amount + $\text{Participation}_{(\text{Settlement})}$ × (FP – SPP) × Calculation Amount

(B) otherwise:

Protection Level × Calculation Amount

(c) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "$\textbf{Participation}_{\textbf{(Settlement)}}$" means the percentage as specified in the Final Terms.

- "**Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Protection Level**" means the percentage as specified in the Final Terms.

- "**Rebate Rate**" means the percentage as specified in the Final Terms.

- "**SPP**" or "**Strike Price Percentage**" means the percentage as specified in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Up Trigger Event**" means:

  (i) if the Final Terms specifies 'Single Asset' to be 'Underlying Performance $Type_{(Settlement)}$', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', an Up Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of any Up & Out Observation Date is above the Up & Out Barrier Price of such Underlying Asset; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', an Up Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from and including the Up & Out Observation Start Date to and including the Up & Out Observation End Date is above the Up & Out Barrier Price of such Underlying Asset;

  OR

  (ii) if the Final Terms specifies the 'Underlying Performance $Type_{(Settlement)}$' to be 'Basket', then an Up Trigger Event shall be deemed to have occurred if the Performance in respect of any Up & Out Observation Date is above the Up & Out Barrier Percentage.

12.4 **Up & Out Note, Type 2**

(a) **Application**

This General Condition 12.4 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Up & Out Note, Type 2'. The Final Terms shall specify the Underlying Performance $Type_{(Settlement)}$ to be either 'Basket' or 'Single Asset'.

(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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

(i) if an Up Trigger Event has occurred:

Protection Level × Calculation Amount + Rebate Rate × Calculation Amount

(ii) if an Up Trigger Event has not occurred then:

(A) if $FP \geq 100\%$:

Protection Level × Calculation Amount + $\text{Participation}_{(\text{Settlement})}$ × (FP – 100%) × Calculation Amount

(B) if FP < 100% and FP ≥ Protection Level:

FP × Calculation Amount

(C) otherwise:

Protection Level × Calculation Amount

(c) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "$\textbf{Participation}_{\textbf{(Settlement)}}$" means the percentage as specified in the Final Terms.
- "**Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Protection Level**" means the percentage as specified in the Final Terms.
- "**Rebate Rate**" means the percentage as specified in the Final Terms.
- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Up Trigger Event**" means:

(i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Settlement})}$' to be 'Single Asset', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', an Up Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of any Up & Out Observation Date is above the Up & Out Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', an Up Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from and including the Up & Out Observation Start Date to and including the Up & Out Observation End Date is above the Up & Out Barrier Price of such Underlying Asset;

OR

(ii) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Settlement})}$' to be 'Basket', then an Up Trigger Event shall be deemed to have occurred if the Performance in respect of any Up & Out Observation Date is above the Up & Out Barrier Percentage.

12.5 **Supertracker**

(a) **Application**

This General Condition 12.5 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Supertracker'. The Final Terms shall specify the Underlying Performance Type$_{(Settlement)}$ to be 'Basket', 'Single Asset', 'Worst-of', 'Best-of', 'Outperformance', 'Rainbow Basket' or 'Rainbow Weighted Profile'.

(b) **Cash Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash', then 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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following as the sum of:

(i) an amount equal to:

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

Protection Level × Calculation Amount

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

(1) if:

(a) DFP ≥ SPP; or

(b) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(c) Knock-in Barrier Type = European and DFP ≥ Knock-in Barrier Percentage,

then:

Protection Level × Calculation Amount

(2) otherwise:

Max{DF, Protection Level – [DP x (SPP – DFP)]} × Calculation Amount

PLUS

(ii) if:

(A) FP ≥ USP, then:

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

Max[Floor, Participation$_{(Settlement)}$ × (FP – USP)] × Calculation Amount

(2) if the Final Terms specifies 'Cap$_{(Settlement)}$' to be 'Applicable':

Max{Floor, Min[Participation$_{(Settlement)}$ × (FP – USP), Cap$_{(Settlement)}$]} × Calculation Amount

(B) otherwise, zero.

(c) **Cash or Physical Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash or Physical', then 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 on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

(i) if:

$FP \geq USP$

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

(A) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Not Applicable':

$$\text{Protection Level} \times \text{Calculation Amount} + \text{Participation}_{(Settlement)} \times (FP - USP) \times \text{Calculation Amount}$$

(B) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Applicable':

$$\text{Protection Level} \times \text{Calculation Amount} + \text{Participation}_{(Settlement)} \times \text{Min}(FP - USP, Cap_{(Settlement)}) \times \text{Calculation Amount}$$

in each case subject to a minimum of Protection Level × Calculation Amount;

(ii) if $FP < USP$ and either:

(A) $FP \geq SPP$; or

(B) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(C) Knock-in Barrier Type = European and $FP \geq$ Knock-in Barrier Percentage,

then:

the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to Protection Level × Calculation Amount;

(iii) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**$Cap_{(Settlement)}$**" means, if applicable, the percentage as specified in the Final Terms.

- "**DF**" or "**Downside Floor**" means the percentage as specified in the Final Terms.

- "**DFP**" or "**Downside Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**DP**" or "**Downside Participation**" means the percentage as specified in the Final Terms.

- "**Downside Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Floor**" means the percentage as specified in the Final Terms.

- "**Knock-in Barrier Percentage**" means, if applicable, the percentage as specified in the Final Terms.

- "**Knock-in Barrier Type**" means American or European, as specified in the Final Terms.

- "**Knock-in Trigger Event**" means the following determined in respect of the relevant Downside Underlying Performance $\text{Type}_{(\text{Settlement})}$ and (as applicable) the relevant Downside Underlying Asset(s):

  (i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Settlement})}$' to be 'Single Asset', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

  OR

  (ii) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Settlement})}$' to be 'Worst-of', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to

have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

OR

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Best-of', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Best Performing Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Best Performing Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

OR

(iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket', 'Rainbow Basket', 'Rainbow Weighted Profile' or 'Outperformance', then a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage.

For the avoidance of doubt, references to the Underlying Performance Type$_{(Settlement)}$ shall be construed as the Downside Underlying Performance Type$_{(Settlement)}$ and references to, and the definitions of, 'Trigger Event Type', Valuation Price, Trigger Event Observation Date, Knock-in Barrier Period Start Date, Knock-in Barrier Period End Date, Knock-in Barrier Price, Scheduled Trading Day, Underlying Asset, Best Performing Underlying Asset, Performance, Asset Scheduled Trading Day, Knock-in Barrier Percentage and other relevant terms shall be construed in respect of the relevant Downside Underlying Asset(s).

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example 'Min(x,y)' means whichever is the lesser of component x and component y.

- "**Participation$_{(Settlement)}$**" means the percentage as specified in the Final Terms.

- "**Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Protection Level**" means the percentage as specified in the Final Terms.
- "**SPP**" or "**Strike Price Percentage**" means the percentage as specified in the Final Terms.
- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**USP**" or "**Upper Strike Percentage**" means the percentage as specified in the Final Terms.

12.6 **Ladder**

(a) **Application**

This General Condition 12.6 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Ladder'. The Final Terms shall specify Underlying Performance Type$_{(Settlement)}$ to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) **Cash Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash', then 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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

(i) if a Ladder Trigger Event has occurred,

then:

(A) if the Final Terms specifies 'Ladder Type' to be 'Type A':

100% × Calculation Amount + Max(FP − 100%, Ladder Payoff) × Calculation Amount

(B) if the Final Terms specifies 'Ladder Type' to be 'Type B':

100% × Calculation Amount + Ladder Payoff × Calculation Amount

(ii) if a Ladder Trigger Event has not occurred, and either:

(A) FP ≥ SPP; or

(B) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(C) Knock-in Barrier Type = European and FP ≥ Knock-in Barrier Percentage,

then:

100% × Calculation Amount

(iii) otherwise:

(FP/SPP) × Calculation Amount

(c) **Cash or Physical Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash or Physical', then 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 on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

(i) if a Ladder Trigger Event has occurred, then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

(A) if the Final Terms specifies 'Ladder Type' to be 'Type A':

100% × Calculation Amount + Max(FP − 100%, Ladder Payoff) × Calculation Amount

(B) if the Final Terms specifies 'Ladder Type' to be 'Type B':

100% × Calculation Amount + Ladder Payoff × Calculation Amount

(ii) if a Ladder Trigger Event has not occurred, and either:

(A) FP ≥ SPP; or

(B) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(C) Knock-in Barrier Type = European and FP ≥ Knock-in Barrier Percentage,

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

100% × Calculation Amount

(iii) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Knock-in Barrier Percentage**" means, if applicable, the percentage as specified in the Final Terms.
- "**Knock-in Barrier Type**" means American or European, as specified in the Final Terms.

- "**Knock-in Trigger Event**" means:

  (i) if the Final Terms specifies the 'Underlying Performance $Type_{(Settlement)}$' to be 'Single Asset', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date, to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time, in respect of any Scheduled Trading Day, from (and including) the Knock-in Barrier Period Start Date, to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

  in each case as determined by the Determination Agent.

  OR

  (ii) if the Final Terms specifies the 'Underlying Performance $Type_{(Settlement)}$' to be 'Worst-of', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

  OR

  (iii) if the Final Terms specifies the 'Underlying Performance $Type_{(Settlement)}$' to be 'Basket', then a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day (in respect of Share Linked Securities, Equity Index Linked Securities, Fund Linked Securities, Barclays Index Linked Securities or Hybrid Basket Linked Securities) from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage.

- "**Ladder Barrier Observation Date**" means each date as specified in the Final Terms in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Equity Index Linked

Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) or General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable) (in the case of Barclays Index Linked Securities), or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities).

- "**Ladder Barrier Percentage(i)**" means the percentage specified in the table appearing in 'Ladder Percentage(i) in the Final Terms, in the column headed 'Ladder Barrier Percentage' and in the row numbered the value of i.

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

- "**Ladder Performance**" means, in relation to a Ladder Barrier Observation Date and a Ladder Barrier Percentage(i):

  (i) if the Performance is greater than or equal to the Ladder Barrier Percentage(i),

  then:

  Ladder Percentage(i)

  (ii) otherwise, zero.

- "**Ladder Percentage(i)**" means the percentage specified in the table appearing in 'Ladder Percentage(i)' in the Final Terms, in the column headed 'Ladder Percentage' and in the row numbered the value of i.

- "**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).

- "**Ladder Type**" means either 'Type A' or 'Type B', as specified in the Final Terms.

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

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

- "**SPP**" or "**Strike Price Percentage**" means the percentage as specified in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

12.7 **Discount**

(a) **Application**

This General Condition 12.7 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Discount'. The Final Terms shall specify the Underlying Performance Type$_{(Settlement)}$ to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) **Cash Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash', then 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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**", which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

(i) if either:

(A) $FP \geq Cap_{(Settlement)}$; or

(B) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(C) Knock-in Barrier Type = European and FP ≥ Knock-in Barrier Percentage,

then:

$Cap_{(Settlement)} \times$ Calculation Amount

(ii) otherwise:

FP × Calculation Amount

(c) **Cash or Physical Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash or Physical', then 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 on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

(i) if either:

(A) $FP \geq Cap_{(Settlement)}$; or

(B) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(C) Knock-in Barrier Type = European and FP ≥ Knock-in Barrier Percentage,

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

$Cap_{(Settlement)} \times$ Calculation Amount

(ii) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application

of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \text{x Calculation Amount}$$

(d) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Cap$_{\text{(Settlement)}}$**" means, if applicable, the percentage as specified in the Final Terms.
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Knock-in Barrier Percentage**" means the percentage as specified in the Final Terms.
- "**Knock-in Barrier Type**" means American or European, as specified in the Final Terms.
- "**Knock-in Trigger Event**" means:

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{\text{(Settlement)}}$' to be 'Single Asset', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily' as, a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous' as, a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

  OR

  (ii) if the Final Terms specifies the 'Underlying Performance Type$_{\text{(Settlement)}}$' to be 'Worst-of', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value

of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

OR

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket', then a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage.

- "**Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

12.8 **Bonus**

(a) **Application**

This General Condition 12.8 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Bonus'. The Final Terms shall specify 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) **Cash Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash', then 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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

(i) if:

(A) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(B) Knock-in Barrier Type = European and FP ≥ Knock-in Barrier Percentage,

then:

Max(Bonus, FP) × Calculation Amount

(ii) otherwise:

FP × Calculation Amount

(c) **Cash or Physical Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash or Physical', then 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 on the Scheduled

Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

(i) if:

FP > Bonus

then the Issuer will pay the Final Cash Settlement Amount, which amount will be a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(ii) if FP ≤ Bonus and either:

(A) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(B) Knock-in Barrier Type = European and FP ≥ Knock-in Barrier Percentage,

then the Issuer will deliver the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

Bonus × Calculation Amount

(iii) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

- "**Bonus**" means the percentage as specified in the Final Terms.
- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Knock-in Barrier Percentage**" means the percentage as specified in the Final Terms.
- "**Knock-in Barrier Type**" means American or European, as specified in the Final Terms.
- "**Knock-in Trigger Event**" means:

  (i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Settlement})}$' to be 'Single Asset', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

OR

(ii) If the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$" to be Worst-of', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

OR

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket', then a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage.

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

12.9 **Capped Bonus**

(a) **Application**

This General Condition 12.9 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Capped Bonus'. The Final Terms shall specify the Underlying Performance Type$_{(Settlement)}$ to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) **Cash Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash', then 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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**", which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

(i) if:

$FP \geq Cap_{(Settlement)}$

then:

$Cap_{(Settlement)} \times$ Calculation Amount

(ii) if $FP < Cap_{(Settlement)}$ and either:

(A) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(B) Knock-in Barrier Type = European and FP ≥ Knock-in Barrier Percentage,

then:

Max(Bonus, FP) × Calculation Amount

(iii) otherwise:

FP × Calculation Amount

(c) **Cash or Physical Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash or Physical', then 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 on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

(i) if:

$FP \geq Cap_{(Settlement)}$

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

$Cap_{(Settlement)} \times$ Calculation Amount

(ii) if $Cap_{(Settlement)} > FP >$ Bonus:

then a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(iii) if FP ≤ Bonus and either:

(A) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(B) Knock-in Barrier Type = European and FP ≥ Knock-in Barrier Percentage,

then the Issuer will deliver the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

Bonus × Calculation Amount

(iv) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

- "**Bonus**" means the percentage as specified in the Final Terms.
- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Cap$_{(Settlement)}$**" means, if applicable, the percentage as specified in the Final Terms.
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Knock-in Barrier Percentage**" means the percentage as specified in the Final Terms.
- "**Knock-in Barrier Type**" means American or European, as specified in the Final Terms.
- "**Knock-in Trigger Event**" means:

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Single Asset', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

OR

(ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Worst-of', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time on any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

OR

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket', then a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage.

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

12.10 **Bull Bear (constant upside participation)**

(a) **Application**

This General Condition 12.10 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Bull Bear (constant upside participation)'. The Final Terms shall specify Underlying Performance Type$_{(Settlement)}$ to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) **Cash Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash', then 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 on the Scheduled Settlement Date at the "Final Cash Settlement Amount", which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

(i) if:

FP ≥ SPP

then:

(A) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Not Applicable':

[100% × Calculation Amount] + [Uparticipation × (FP – SPP) × Calculation Amount]

(B) if the Final Terms specifies 'a $Cap_{(Settlement)}$' to be 'Applicable':

[100% × Calculation Amount] + [Uparticipation × Min(FP – SPP, $Cap_{(Settlement)}$) × Calculation Amount]

(ii) if FP< SPP and either:

(A) Knock-in Barrier Type is American and a Knock-in Trigger Event has not occurred; or

(B) Knock-in Barrier Type is European and FP ≥ Knock-in Barrier Percentage,

then:

[100% × Calculation Amount] + [Dparticipation × (SPP – FP) × Calculation Amount]

(iii) otherwise:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(c) **Cash or Physical Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash or Physical', then 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 on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

(i) if:

FP ≥ SPP

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

(A) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Not Applicable':

[100% × Calculation Amount] + [Uparticipation × (FP – SPP) × Calculation Amount]

(B) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Applicable':

[100% × Calculation Amount] + [Uparticipation × Min(FP – SPP, $Cap_{(Settlement)}$) × Calculation Amount]

(ii) if FP < SPP and either:

(A) Knock-in Barrier Type is American and a Knock-in Trigger Event has not occurred; or

(B) Knock-in Barrier Type is European and FP ≥ Knock-in Barrier Percentage,

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

[100% × Calculation Amount] + [Dparticipation × (SPP – FP) × Calculation Amount]

(iii) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**$Cap_{(Settlement)}$**" means, if applicable, the percentage as specified in the Final Terms.
- "**Dparticipation**" means the percentage as specified in the Final Terms.
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Knock-in Barrier Percentage**" means the percentage as specified in the Final Terms.
- "**Knock-in Barrier Type**" means American or European, as specified in the Final Terms.
- "**Knock-in Trigger Event**" means:

(i) if the Final Terms specifies the 'Underlying Performance $Type_{(Settlement)}$' to be 'Single Asset', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and

including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

(ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Worst-of', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket', then a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage.

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.

- "**Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**SPP**" or "**Strike Price Percentage**" means the percentage as specified in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Uparticipation**" means the percentage as specified in the Final Terms.

12.11 **Bull Bear (variable upside participation)**

(a) **Application**

This General Condition 12.11 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Bull Bear (variable upside participation)'. The Final Terms shall specify Underlying Performance $Type_{(Settlement)}$ to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) **Cash Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash', then 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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

(i) if:

(A) $FP \geq 100\%$; and

(B) a Knock-in Trigger Event has not occurred,

then:

(1) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Not Applicable':

$100\% \times \text{Calculation Amount} + \text{PreTriggerUparticipation} \times (FP - 100\%) \times \text{Calculation Amount}$

(2) if the Final Terms specifies '$Cap_{(Settlement)}$'is to be 'Applicable':

$100\% \times \text{Calculation Amount} + \text{PreTriggerUparticipation} \times \text{Min}(FP - 100\%, Cap_{(Settlement)}) \times \text{Calculation Amount}$

(ii) if:

(A) $FP \geq 100\%$; and

(B) a Knock-in Trigger Event has occurred,

then:

(1) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Not Applicable':

$100\% \times \text{Calculation Amount} + \text{PostTriggerUparticipation} \times (FP - 100\%) \times \text{Calculation Amount}$

(2) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Applicable':

$100\% \times \text{Calculation Amount} + \text{PostTriggerUparticipation} \times \text{Min}(FP - 100\%, Cap_{(Settlement)}) \times \text{Calculation Amount}$

(iii) if:

(A) $FP < 100\%$; and

(B) a Knock-in Trigger Event has not occurred,

then:

100% × Calculation Amount + Dparticipation × (100% – FP) × Calculation Amount

(iv) otherwise:

FP × Calculation Amount

(c) **Cash or Physical Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash or Physical', then 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 on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

(i) if:

(A) FP ≥ 100%; and

(B) a Knock-in Trigger Event has not occurred,

then the Issuer will deliver the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

(1) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Not Applicable':

100% × Calculation Amount + PreTriggerUparticipation × (FP – 100%) × Calculation Amount

(2) If the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Applicable':

100% × Calculation Amount + PreTriggerUparticipation × Min(FP – 100%, $Cap_{(Settlement)}$) × Calculation Amount

(ii) if:

(A) FP ≥ 100%; and

(B) a Knock-in Trigger Event has occurred,

then the Issuer will deliver the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

(1) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Not Applicable':

100% × Calculation Amount + PostTriggerUparticipation × (FP – 100%) × Calculation Amount

(2) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Applicable':

100% × Calculation Amount + PostTriggerUparticipation × Min(FP – 100%, $Cap_{(Settlement)}$) × Calculation Amount

(iii) if:

(A) FP < 100%; and

(B) a Knock-in Trigger Event has not occurred,

then the Issuer will deliver the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

100% × Calculation Amount + Dparticipation × (100% – FP) × Calculation Amount

(iv) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Cap$_{(Settlement)}$**" means, if applicable, the percentage as specified in the Final Terms.
- "**Dparticipation**" means the percentage as specified in the Final Terms.
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Knock-in Barrier Percentage**" means the percentage as specified in the Final Terms.
- "**Knock-in Trigger Event**" means:

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Single Asset', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;

  OR

  (ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Worst-of', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily' as, a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous' as, a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time on any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket', then a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage.

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.

- "**Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**PostTriggerUparticipation**" means the percentage as specified in the Final Terms.

- "**PreTriggerUparticipation**" means the percentage as specified in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

12.12 **Delta One**

(a) **Application**

This General Condition 12.12 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Delta One'. The Final Terms shall specify the Underlying Performance Type$_{(Settlement)}$ to be 'Basket', 'Best-of, 'Single Asset' or 'Worst-of'.

(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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**", which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

(i) if:

$FP \geq 100\%$

then:

$100\% \times \text{Calculation Amount} + \text{Participation}_{(\text{Settlement})} \times (FP - 100\%) \times \text{Calculation Amount}$

(ii) otherwise:

$FP \times \text{Calculation Amount}$

(c) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**FP**" or "**Final Performanc**e" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Participation$_{(\text{Settlement})}$**" means the percentage as specified in the Final Terms.

12.13 **Delta One (with fee drain)**

(a) **Application**

This General Condition 12.13 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Delta One (with fee drain)'. The Final Terms shall specify Underlying Performance Type$_{(\text{Settlement})}$ to be either 'Basket' or 'Single Asset'.

(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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**", which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

(i) if:

$AFP \geq 100\%$

then:

$100\% \times \text{Calculation Amount} + \text{Participation}_{(\text{Settlement})} \times (AFP - 100\%) \times \text{Calculation Amount}$

(ii) otherwise:

$AFP \times \text{Calculation Amount}$

(c) **Relevant defined terms**

- "**AFP**" or "**Adjusted Final Performance**" means the Adjusted Performance in respect of the Final Valuation Date.
- "**Adjusted Performance**" means, in relation to the Initial Valuation Date (as adjusted, if applicable, in accordance with the Conditions), 100%,

and, in relation to any following Asset Scheduled Trading Day, an amount determined equal to:

$Max(APD\text{-}1 \times (Performance_D / Performance_{D-1}) \times (1 – Fee \times d/365), 0)$

Where:

"**AP_{D-1}**" means the Adjusted Performance in respect of the Asset Scheduled Trading Day immediately preceding such Asset Scheduled Trading Day.

"**d**" is the number of calendar days from (but excluding) the immediately preceding Asset Scheduled Trading Day (D-1) to (and including) such Asset Scheduled Trading Day (D).

"**Fee**" means the percentage as specified in the Final Terms.

"**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

"**$Performance_D$**" means the Performance in respect of such Asset Scheduled Trading Day.

"**$Performance_{D-1}$**" means the Performance in respect of the Asset Scheduled Trading Day immediately preceding such Asset Scheduled Trading Day.

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**$Participation_{(Settlement)}$**" means the percentage as specified in the Final Terms.
- "**Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

12.14 **Fixed Settlement (FX)**

(a) **Application**

This General Condition 12.14 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Fixed Settlement (FX)'.

(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**") equal to the Fixed Settlement Amount, where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, such Fixed Settlement Amount is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Final Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply.

(c) **Relevant defined terms**

The following terms as used in this General Condition 12.14 have the following meanings:

- "**Calculation Amount**" or "**CA**" means a nominal amount per Security in the Issue Currency equal to the Specified Denomination (unless a different amount is specified as such in the Final Terms, in which case, such amount).
- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).
- "**Final Observation Date**" means the date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- "**Fixed Settlement Amount**" means the product of (i) Calculation Amount and (ii) the Fixed Settlement Percentage.
- "**Fixed Settlement Percentage**" means the percentage specified as such in the Final Terms.
- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).

12.15 **Participation Settlement (FX)**

(a) **Application**

This General Condition 12.15 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Participation Settlement (FX)'.

(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 Observation Date by the Determination Agent as follows:

(i) if the Final Terms specifies 'Capped Participation' to be 'Not Applicable':

$$\text{Fixed Settlement Amount} + (CA \times \text{Participation}_{(\text{Settlement})} \times \text{Max}(0, \text{FX Performance(f)} + \text{Upside Strike Shift}))$$

(ii) if the Final Terms specifies 'Capped Participation' to be 'Applicable':

$$\text{Fixed Settlement Amount} + (CA \times \text{Participation}_{(\text{Settlement})} \times \text{Max}(0, \text{Min}(\text{Cap}_{(\text{Settlement})}, \text{FX Performance(f)} + \text{Upside Strike Shift})))$$

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, the result of such calculation is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Final Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply.

(c) **Relevant defined terms**

The following terms as used in this General Condition 12.15 have the following meanings:

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Cap$_{(Settlement)}$**" means the level specified as such in the Final Terms.
- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).
- "**Final Observation Date**" means the date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- "**Fixed Settlement Amount**" means Calculation Amount × Fixed Settlement Percentage.
- "**Fixed Settlement Percentage**" means the percentage specified as such in the Final Terms.
- "**FX Performance(f)**" means the FX Performance at the Valuation Time (FX) on the Final Observation Date.
- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- "**Participation$_{(Settlement)}$**" means the level specified as such in the Final Terms.
- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Upside Strike Shift**" means the level specified as such in the Final Terms.

12.16 **Market Plus Settlement (FX)**

(a) **Application**

This General Condition 12.16 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Market Plus Settlement (FX)'.

(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 Observation Date by the Determination Agent as follows:

(i) if FX Performance(f) is greater than or equal to the Protection Barrier but less than or equal to the Digital Percentage:

Fixed Settlement Amount + (Calculation Amount × Digital Percentage)

(ii) otherwise, if FX Performance(f) is greater than the Digital Percentage or less than the Protection Barrier and:

if the Final Terms specifies 'Capped Market Plus' to be 'Not Applicable':

(A) Fixed Settlement Amount + (CA × FX Performance(f))

if the Final Terms specifies 'Capped Market Plus' to be 'Applicable':

(B) Fixed Settlement Amount + (CA × Min[FX Performance(f), $Cap_{(Settlement)}$])

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, the result of such calculation is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Final Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply. For the avoidance of doubt the Final Cash Settlement Amount shall not be less than zero.

(c) **Relevant defined terms**

The following terms as used in this General Condition 12.16 have the following meanings:

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**$Cap_{(Settlement)}$**" means the level specified as such in the Final Terms.
- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).
- "**Digital Percentage**" means the percentage specified as such in the Final Terms.
- "**Final Observation Date**" means the date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- "**Fixed Settlement Amount**" means Calculation Amount × Fixed Settlement Percentage.
- "**Fixed Settlement Percentage**" means the percentage specified as such in the Final Terms.
- "**FX Performance(f)**" means the FX Performance at the Valuation Time (FX) on the Final Observation Date.
- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example,

'Min(x,y)' means whichever is the lesser of component x and component y.

- "**Protection Barrier**" means the level specified as such in the Final Terms.

- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).

12.17 **Digital Settlement (FX)**

(a) **Application**

This General Condition 12.17 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Digital Settlement (FX).

(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 Observation Date by the Determination Agent as follows:

(i) if FX Performance(f) is greater than or equal to the Digital Strike:

Fixed Settlement Amount + (CA × Digital Percentage)

(ii) otherwise, if FX Performance(f) is less than the Digital Strike and:

(A) if the Final Terms specifies 'Digital Settlement (FX) – Vanilla' to be 'Applicable', the Fixed Settlement Amount; or

(B) if the Final Terms specifies 'Digital Settlement (FX) – Floored Downside' to be 'Applicable':

(1) if the Floored Downside Strike Shift Performance is less than or equal to zero:

Fixed Settlement Amount + (CA × Floored Downside Strike Shift Performance)

(2) otherwise, Fixed Settlement Amount; or

(C) if 'the Final Terms specifies Digital Settlement (FX) – Barrier Protection' to be 'Applicable':

(1) if the Downside Strike Shift Performance(f) is less than or equal to zero and the Barrier Condition has been satisfied:

Fixed Settlement Amount + (CA × Downside Strike Shift Performance(f))

(2) otherwise, Fixed Settlement Amount,

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, the result of such calculation is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Final Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply. For the

avoidance of doubt the Final Cash Settlement Amount shall not be less than zero.

(c) **Relevant defined terms**

The following terms as used in this General Condition 12.17 have the following meanings:

- "**Barrier Condition**" means:

  (i) if the Final Terms specifies 'European Barrier Condition' to be 'Applicable', the Barrier Condition shall be deemed to have been satisfied where the Downside Strike Shift Performance(f) is less than Protection Barrier; or

  (ii) if the Final Terms specifies 'American Barrier Condition – Discrete' to be 'Applicable', the Barrier Condition shall be deemed to have been satisfied where the Downside Strike Shift Performance is less than Protection Barrier on any Barrier Observation Date; or

  (iii) if the Final Terms specifies 'American Barrier Condition – Continuous' to be as 'Applicable', the Barrier Condition shall be deemed to have been satisfied where the Downside Strike Shift Performance is less than Protection Barrier at any time on any weekday (observed continuously from 5:00 a.m. Sydney time on a Monday in any week to 5:00 p.m. New York time on the Friday of that week) during the Barrier Observation Period.

- "**Barrier Observation Date**" means each date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.

- "**Barrier Observation Period**" means the period specified as such in the Final Terms.

- "**Calculation Amount**" or "**CA**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).

- "**Digital Percentage**" means the percentage specified as such in the Final Terms.

- "**Digital Strike**" means the level specified as such in the Final Terms.

- "**Downside Strike Shift**" means the level specified as such in the Final Terms.

- "**Downside Strike Shift Performance**" means, in respect of any time on any day, the FX Performance at such time on such day plus the Downside Strike Shift.

- "**Downside Strike Shift Performance(f)**" means FX Performance(f) plus the Downside Strike Shift.

- "**Final Observation Date**" means the date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.

- "**Fixed Settlement Amount**" means Calculation Amount × Fixed Settlement Percentage.

- "**Fixed Settlement Percentage**" means the percentage specified as such in the Final Terms.

- "**Floor**" means the level specified as such in the Final Terms.

- "**Floored Downside Strike Shift Performance**" means an amount determined in accordance with the following formula:

  Max(Floor; (FX Performance(f) + Downside Strike Shift))

- "**FX Performance(f)**" means the FX Performance at the Valuation Time (FX) on the Final Observation Date, provided that, where the Final Terms specifies 'Type of FX(i,t)' to be 'Intra-Day(spot)', the Type of FX(i,t) for the purpose of determining the FX Performance(f) shall be deemed to be 'Discrete Fixing'.

- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**Protection Barrier**" means the level specified as such in the Final Terms.

- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).

12.18 **Digital Plus Settlement (FX)**

(a) **Application**

This General Condition 12.18 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' be 'Digital Plus Settlement (FX)'.

(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 Observation Date by the Determination Agent as follows:

(i) if the Upside Strike Shift Performance(f) is greater than or equal to the Digital Strike, but less than or equal to the Digital Percentage:

Fixed Settlement Amount + (Calculation Amount × Digital Percentage)

(ii) otherwise, if Upside Strike Shift Performance(f) is greater than the Digital Percentage and:

(A) if the Final Terms specifies 'Capped Digital Plus' to be 'Not Applicable':

Fixed Settlement Amount + (Calculation Amount × Upside Strike Shift Performance(f))

(B) if the Final Terms specifies 'Capped Digital Plus' to be 'Applicable':

Fixed Settlement Amount + (Calculation Amount × Min(Upside Strike Shift Performance(f); $Cap_{(Settlement)}$)

(iii) otherwise, if Upside Strike Shift Performance(f) is less than the Digital Strike and:

(A) if the Final Terms specifies 'Digital Plus Settlement (FX) – Vanilla' to be 'Applicable', the Fixed Settlement Amount, or

(B) if the Final Terms specifies 'Digital Plus Settlement (FX) – Floored Downside' to be 'Applicable':

(1) if the Floored Downside Strike Shift Performance is less than or equal to zero:

Fixed Settlement Amount + (Calculation Amount × Floored Downside Strike Shift Performance)

(2) otherwise, Fixed Settlement Amount; or

(C) if the Final Terms specifies 'Digital Plus Settlement (FX) – Barrier Protection' to be 'Applicable':

(1) if the Downside Strike Shift Performance(f) is less than or equal to zero and the Barrier Condition has been satisfied:

Fixed Settlement Amount + (Calculation Amount × Downside Strike Shift Performance(f))

(2) otherwise, Fixed Settlement Amount,

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, the result of such calculation is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Final Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply. For the avoidance of doubt the Final Cash Settlement Amount shall not be less than zero.

(c) **Relevant defined terms**

The following terms as used in this General Condition 12.18 have the following meanings:

- "**Barrier Condition**" means:

(i) if the Final Terms specifies 'European Barrier Condition' to be 'Applicable', the Barrier Condition shall be deemed to have been satisfied where the Downside Strike Shift Performance(f) is less than Protection Barrier; or

(ii) if the Final Terms specifies 'American Barrier Condition – Discrete' to be 'Applicable', the Barrier Condition shall be deemed to have been satisfied where the Downside Strike Shift Performance is less than Protection Barrier on any Barrier Observation Date; or

(iii) if the Final Terms specifies 'American Barrier Condition – Continuous' to be 'Applicable', the Barrier Condition shall be deemed to have been satisfied where the Downside Strike Shift Performance is less than Protection Barrier at any time on any weekday (observed continuously from 5:00 a.m. Sydney time on a Monday in any week to 5:00 p.m. New York time on the Friday of that week) during the Barrier Observation Period.

- "**Barrier Observation Date**" means each date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.

- "**Barrier Observation Period**" means the period specified as such in the Final Terms.

- "**Calculation Amount**" or "CA" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Cap$_{(Settlement)}$**" means the level specified as such in the Final Terms.

- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).

- "**Digital Percentage**" means the percentage specified as such in the Final Terms.

- "**Digital Strike**" means the level specified as such in the Final Terms.

- "**Downside Strike Shift**" means the level specified as such in the Final Terms.

- "**Downside Strike Shift Performance**" means, in respect of any time on any day, the FX Performance at such time on such day plus the Downside Strike Shift.

- "**Downside Strike Shift Performance(f)**" means FX Performance(f) plus the Downside Strike Shift;

- "**Final Observation Date**" means the date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.

- "**Fixed Settlement Amount**" means Calculation Amount × Fixed Settlement Percentage.

- "**Fixed Settlement Percentage**" means the percentage specified as such in the Final Terms.

- "**Floor**" means the level specified as such in the Final Terms.

- "**Floored Downside Strike Shift Performance**" means an amount determined in accordance with the following formula:

  Max(Floor; (FX Performance(f) + Downside Strike Shift))

- "**FX Performance(f)**" means the FX Performance at the Valuation Time (FX) on the Final Observation Date, provided that, where the Final Terms specifies 'Type of FX(i,t)' to be 'Intra-Day(spot)', the Type of FX(i,t) for the purpose of determining the FX Performance(f) shall be deemed to be 'Discrete Fixing'.

- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- "**Protection Barrier**" means the level specified as such in the Final Terms.
- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Upside Strike Shift**" means the level specified as such in the Final Terms.
- "**Upside Strike Shift Performance**" means, in respect of any time on any day, the FX Performance at such time on such day plus the Upside Strike Shift.
- "**Upside Strike Shift Performance(f)**" means FX Performance(f) plus the Upside Strike Shift.

12.19 **Cash Plus Settlement (FX)**

(a) **Application**

This General Condition 12.19 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Cash Plus Settlement (FX)'.

(b) **Cash Settlement**

Provided that none of an Optional Early Settlement Event, or 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 Observation Date by the Determination Agent as follows:

(i) if FX Performance(f) is greater than or equal to the Bonus Percentage and the Final Terms specifies 'Capped' to be 'Not Applicable':

Fixed Settlement Amount + (CA × FX Performance(f))

(ii) if FX Performance(f) is greater than or equal to the Bonus Percentage and the Final Terms specifies 'Capped' to be 'Applicable':

Fixed Settlement Amount + (CA × Min(FX Performance(f); $Cap_{(Settlement)}$)

(iii) otherwise:

Fixed Settlement Amount + (CA × Bonus Percentage)

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, the result of such calculation is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Final Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply. For the avoidance of doubt the Final Cash Settlement Amount shall not be less than zero.

(c) **Relevant defined terms**

The following terms as used in this General Condition 12.19 have the following meanings:

- "**Bonus Percentage**" means the percentage specified as such in the Final Terms.
- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Cap$_{(Settlement)}$**" means the level specified as such in the Final Terms.
- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).
- "**Final Observation Date**" means the date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- "**Fixed Settlement Amount**" means Calculation Amount × Fixed Settlement Percentage.
- "**Fixed Settlement Percentage**" means the percentage specified as such in the Final Terms.
- "**FX Performance(f)**" means the FX Performance at the Valuation Time (FX) on the Final Observation Date.
- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).

12.20 **Barrier with Rebate Settlement (FX)**

(a) **Application**

This General Condition 12.20 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Barrier with Rebate Settlement (FX)'.

(b) **Cash Settlement**

Provided that none of an Optional Early Settlement Event, or 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 Observation Date by the Determination Agent as follows:

(i) if the Rebate Barrier Condition is satisfied:

Fixed Settlement Amount + (CA × Bonus Percentage)

(ii) if the Rebate Barrier Condition is not satisfied and:

(A) the Upside Strike Shift Performance(f) is greater than or equal to zero:

Fixed Settlement Amount + (CA × Upside Strike Shift Performance(f))

(B) the Upside Strike Shift Performance is less than zero, the Fixed Settlement Amount,

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, the result of such calculation is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Final Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply. For the avoidance of doubt the Final Cash Settlement Amount shall not be less than zero.

(c) **Relevant defined terms**

The following terms as used in this General Condition 12.20 have the following meanings:

- "**Barrier Observation Date**" means each date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- "**Barrier Observation Period**" means the period specified as such in the Final Terms.
- "**Bonus Percentage**" means the percentage specified as such in the Final Terms.
- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).
- "**Final Observation Date**" means the date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- "**Fixed Settlement Amount**" means Calculation Amount × Fixed Settlement Percentage.
- "**Fixed Settlement Percentage**" means the percentage specified as such in the Final Terms.
- "**FX Performance(f)**" means the FX Performance at the Valuation Time (FX) on the Final Observation Date, provided that, where the Final Terms specifies 'Type of FX(i,t)' to be 'Intra-Day(spot)', the Type of FX(i,t) for the purpose of determining the FX Performance(f) shall be deemed to be 'Discrete Fixing'.

- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Rebate Barrier**" means the level specified as such in the Final Terms.
- "**Rebate Barrier Condition**" means:

  (i) if the Final Terms specifies 'European Barrier Condition' to be 'Applicable', the Rebate Barrier Condition shall be deemed to have been satisfied where the Upside Strike Shift Performance(f) is equal to or greater than the Rebate Barrier; or

  (ii) if the Final Terms specifies 'American Barrier Condition – Discrete' to be 'Applicable', the Rebate Barrier Condition shall be deemed to have been satisfied where the Upside Strike Shift Performance is equal to or greater than the Rebate Barrier on any Barrier Observation Date; or

  (iii) if the Final Terms specifies 'American Barrier Condition – Continuous' to be 'Applicable', the Rebate Barrier Condition shall be deemed to have been satisfied where the Upside Strike Shift Performance is equal to or greater than the Rebate Barrier at any time on any weekday (observed continuously from 5:00 a.m. Sydney time on a Monday in any week to 5:00 p.m. New York time on the Friday of that week) during the Barrier Observation Period.

- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Upside Strike Shift**" means the level specified as such in the Final Terms.
- "**Upside Strike Shift Performance**" means, in respect of any time on any day, FX Performance at such time on such day plus the Upside Strike Shift.
- "**Upside Strike Shift Performance(f)**" means FX Performance(f) plus the Upside Strike Shift.

12.21 **Tracker Settlement (FX)**

(a) **Application**

This General Condition 12.21 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Tracker Settlement (FX)'.

(b) **Cash Settlement**

Provided that none of an Optional Early Settlement Event, or 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 Observation Date by the Determination Agent as follows:

(i) if the Final Terms specifies 'Capped and Floored' to be 'Not Applicable':

Fixed Settlement Amount + (CA × Upside Strike Shift Performance(f))

(ii) if the Final Terms specifies 'Capped and Floored' to be 'Applicable':

Fixed Settlement Amount + (CA × Max[Floor; Min(Upside Strike Shift Performance(f); $Cap_{(Settlement)}$)])

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, the result of such calculation is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Final Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply. For the avoidance of doubt the Final Cash Settlement Amount shall not be less than zero.

(c) **Relevant defined terms**

The following terms as used in this General Condition 12.21 have the following meanings:

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**$Cap_{(Settlement)}$**" means the level specified as such in the Final Terms.
- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).
- "**Final Observation Date**" means the date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- "**Fixed Settlement Amount**" means Calculation Amount × Fixed Settlement Percentage.
- "**Fixed Settlement Percentage**" means the percentage specified as such in the Final Terms.
- "**Floor**" means the level specified as such in the Final Terms.
- "**FX Performance(f)**" means the FX Performance at the Valuation Time (FX) on the Final Observation Date.
- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).
- "**Upside Strike Shift**" means the level specified as such in the Final Terms.
- "**Upside Strike Shift Performance(f)**" means FX Performance(f) plus the Upside Strike Shift.

12.22 **Supertracker Settlement (FX)**

(a) **Application**

This General Condition 12.22 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Supertracker Settlement (FX)'.

(b) **Cash Settlement**

Provided that none of an Optional Early Settlement Event, or 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 Observation Date by the Determination Agent as follows:

(i) If the Final Terms specifies 'Supertracker Settlement (FX) – Capped and Floored' to be 'Applicable' and:

(A) if the Upside Strike Shift Performance(f) is greater than or equal to zero:

Fixed Settlement Amount + (CA × $\text{Participation}_{(\text{Settlement})}$ × Min(Upside Strike Shift Performance(f); $\text{Cap}_{(\text{Settlement})}$))

(B) otherwise, if the Upside Strike Shift Performance(f) is less than zero and:

(1) the Downside Strike Shift Performance(f) is less than or equal to zero:

Fixed Settlement Amount + (CA × Max(Downside Strike Shift Performance(f); Floor))

(2) otherwise, the Fixed Settlement Amount;

(ii) if the Final Terms specifies 'Supertracker Settlement (FX) – Vanilla' to be 'Applicable' and:

(A) if the Upside Strike Shift Performance(f) is greater than or equal to zero:

Fixed Settlement Amount + (CA × $\text{Participation}_{(\text{Settlement})}$ × Upside Strike Shift Performance(f))

(B) otherwise, if the Upside Strike Shift Performance(f) is less than zero and:

(1) if the Downside Strike Shift Performance(f) is less than or equal to zero:

Fixed Settlement Amount + (CA × Downside Strike Shift Performance(f))

(2) otherwise, Fixed Settlement Amount; or

(iii) if the Final Terms specifies 'Supertracker Settlement (FX) – Barrier Protection' to be 'Applicable' and:

(A) if the Upside Strike Shift Performance(f) is greater than or equal to zero:

Fixed Settlement Amount + (CA × $\text{Participation}_{(\text{Settlement})}$ × Upside Strike Shift Performance(f))

(B) otherwise, if the Upside Strike Shift Performance(f) is less than zero and:

(1) if the Downside Strike Shift Performance(f) is less than or equal to zero and the Barrier Condition has been satisfied:

Fixed Settlement Amount + (CA × Downside Strike Shift Performance(f))

(2) otherwise, Fixed Settlement Amount,

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, the result of such calculation is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Final Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply. For the avoidance of doubt the Final Cash Settlement Amount shall not be less than zero.

(c) **Relevant defined terms**

The following terms as used in this General Condition 12.22 have the following meanings:

- "**Barrier Condition**" means:

(i) if the Final Terms specifies 'European Barrier Condition' to be 'Applicable', the Barrier Condition shall be deemed to have been satisfied where the Downside Strike Shift Performance(f) is less than the Protection Barrier; or

(ii) if the Final Terms specifies 'American Barrier Condition – Discrete' to be 'Applicable', the Barrier Condition shall be deemed to have been satisfied where the Downside Strike Shift Performance is less than the Protection Barrier on any Barrier Observation Date; or

(iii) if the Final Terms specifies 'American Barrier Condition – Continuous' to be 'Applicable', the Barrier Condition shall be deemed to have been satisfied where the Downside Strike Shift Performance is less than the Protection Barrier at any time on any weekday (observed continuously from 5:00 a.m. Sydney time on a Monday in any week to 5:00 p.m. New York time on the Friday of that week) during the Barrier Observation Period.

- "**Barrier Observation Date**" means each date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.

- "**Barrier Observation Period**" means the period specified as such in the Final Terms.

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Cap$_{(Settlement)}$**" means the level specified as such in the Final Terms.

- "**Conversion Rate (FX)**" is as defined in General Condition 65.1 (*Definitions*).

- "**Downside Strike Shift**" means the level specified as such in the Final Terms.

- "**Downside Strike Shift Performance**" means, in respect of any time on any day, the FX Performance at such time on such day plus the Downside Strike Shift.

- "**Downside Strike Shift Performance(f)**" means FX Performance(f) plus the Downside Strike Shift.

- "**Final Observation Date**" means the date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.

- "**Fixed Settlement Amount**" means Calculation Amount × Fixed Settlement Percentage.

- "**Fixed Settlement Percentage**" means the percentage specified as such in the Final Terms.

- "**Floor**" means the level specified as such in the Final Terms.

- "**FX Performance(f)**" means the FX Performance at the Valuation Time (FX) on the Final Observation Date, provided that, where the Final Terms specifies 'Type of FX(i,t)' to be 'Intra-Day(spot)', the Type of FX(i,t) for the purpose of determining the FX Performance(f) shall be deemed to be 'Discrete Fixing'.

- "**Issue Currency**" is as defined in General Condition 65.1 (*Definitions*).

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.

- "**Participation$_{\text{(Settlement)}}$**" means the level specified as such in the Final Terms.

- "**Protection Barrier**" means the level specified as such in the Final Terms.

- "**Settlement Currency**" is as defined in General Condition 65.1 (*Definitions*).

- "**Upside Strike Shift**" means the level specified as such in the Final Terms.

- "**Upside Strike Shift Performance**" means, in respect of any time on any day, FX Performance at such time on such day plus the Upside Strike Shift.

- "**Upside Strike Shift Performance(f)**" means FX Performance(f) plus the Upside Strike Shift.

12.23 **Put Spread**

(a) **Application**

This General Condition 12.23 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Put Spread'. The Final

Terms shall specify Underlying Performance Type$_{(Settlement)}$ to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) **Cash Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase and cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount per Calculation Amount in the Settlement Currency determined by the Determination Agent in accordance with the following:

(i) if:

(A) FP ≥ FBP; or

(B) FP ≥ SPP,

then:

$$100\% \times \text{Calculation Amount}$$

(ii) otherwise, if:

(A) FP < SPP; and

(B) FP ≥ LSPP,

then:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(iii) otherwise, if FP < LSPP, then:

$$\text{Lower Strike Price Percentage} \times \text{Calculation Amount}$$

(c) **Cash or Physical Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash or Physical', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase and cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date by payment of the 'Final Cash Settlement Amount', determined in accordance with the following:

(i) if:

(A) FP ≥ FBP; or

(B) FP ≥ SPP,

then the Issuer will pay the Final Cash Settlement Amount which will be a cash amount per Calculation Amount in the Settlement Currency equal to:

$$100\% \times \text{Calculation Amount}$$

(ii) otherwise, if:

(A) FP < SPP; and

(B) FP ≥ LSPP,

then the Issuer will pay the Final Cash Settlement Amount, which amount will be a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(iii) otherwise, if FP < LSPP, then the Issuer will pay the Final Cash Settlement Amount which will be a cash amount per Calculation Amount in the Settlement Currency equal to:

$$\text{Lower Strike Price Percentage} \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**FBP**" or "**Final Barrier Percentage**" means the percentage specified as such in the Final Terms.
- "**LSPP**" or "**Lower Strike Price Percentage**" means the percentage specified as such in the Final Terms.
- "**SPP**" or "**Strike Price Percentage**" means the percentage specified as such in the Final Terms.
- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

12.24 **Twin Win**

(a) **Application**

This General Condition 12.24 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Twin Win'. The Final Terms shall specify Underlying Performance $\text{Type}_{(\text{Settlement})}$ to be 'Basket', 'Single Asset', 'Worst-of' or 'Rainbow Basket'.

(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 ≥ 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 < 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 ≥ 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:

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

(iii) if (1) FP < 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:

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

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

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

(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 FP < 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 FP < Knock-in Barrier Percentage; or

(B) if the Final Terms specifies 'Knock-in Trigger Event' to be 'Not Applicable' and if FP < 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):

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

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**DC**" or "**Downside Cap**" means the level specified as such in the Final Terms.
- "**DF**" or "**Downside Floor**" means the level specified as such in the Final Terms.
- "**DP**" or "**Downside Participation**" means the percentage specified as such in the Final Terms.
- "**DSPP**" or "**Downside Strike Price Percentage**" means the percentage as specified in the Final Terms.
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Knock-in Barrier Percentage**" means, if applicable, the percentage as specified in the Final Terms.
- "**Knock-in Barrier Type**" means American or European, as specified in the Final Terms.
- "**Knock-in Trigger Event**" means:

  (i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Settlement})}$' to be 'Single Asset', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date, to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time, in respect of any Scheduled Trading Day, from (and

including) the Knock-in Barrier Period Start Date, to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

in each case as determined by the Determination Agent.

OR

(ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Worst-of', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

OR

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket' or 'Rainbow Basket', then a Knock-in Trigger Event shall be deemed to have occurred if the Performance on any Asset Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage.

- "**Knock-out Barrier Percentage**" means, if applicable, the percentage as specified in the Final Terms.

- "**Knock-out Barrier Period End Date**" means, if applicable, the date as specified in the Final Terms.

- "**Knock-out Barrier Period Start Date**" means, if applicable, the date as specified in the Final Terms.

- "**Knock-out Barrier Price**" means, in relation to an Underlying Asset, the Knock-out Barrier Percentage multiplied by the Initial Price$_{(Settlement)}$ of such Underlying Asset, the resultant calculation of which may be specified in the Final Terms.

- "**Knock-out Barrier Type**" means American or European, as specified in the Final Terms.

- "**Knock-out Trigger Event**" means:

(i) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Single Asset', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-out Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-out Barrier Period Start Date, to (and including) the Knock-out Barrier Period End Date is below the Knock-out Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-out Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time, in respect of any Scheduled Trading Day, from (and including) the Knock-out Barrier Period Start Date, to (and including) the Knock-out Barrier Period End Date is below the Knock-out Barrier Price of such Underlying Asset,

in each case as determined by the Determination Agent.

OR

(ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Worst-of', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-out Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-out Barrier Period Start Date to (and including) the Knock-out Barrier Period End Date is below the Knock-out Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-out Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-out Barrier Period Start Date to (and including) the Knock-out Barrier Period End Date is below the Knock-out Barrier Price of such Underlying Asset,

OR

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket' or 'Rainbow Basket', then a Knock-out Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day from (and including) the Knock-out Barrier Period Start Date to (and including) the Knock-out Barrier Period End Date is below the Knock-out Barrier Percentage.

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.

- "**Protection Level**" means the percentage specified as such in the Final Terms.

- "**SDF**" or "**Short Downside Floor**" means the level specified as such in the Final Terms.

- "**SDP**" or "**Short Downside Participation**" means the percentage specified as such in the Final Terms.

- "**SPP**" or "**Strike Price Percentage**" means the percentage as specified in the Final Terms.

- "**UC**" or "**Upside Cap**" means the level specified as such in the Final Terms.

- "**UF**" or "**Upside Floor**" means the level specified as such in the Final Terms.

- "**UP**" or "**Upside Participation**" means the percentage specified as such in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

12.25 **Ladder Call**

(a) **Application**

This General Condition 12.25 applies only to those Securities for which the Final Terms specifies the 'Final Settlement Type' to be 'Ladder Call'. The Final Terms shall specify Underlying Performance $\text{Type}_{(\text{Settlement})}$ to be 'Basket', 'Single Asset', 'Worst-of', 'Best-of' or 'Rainbow Basket'.

(b) **Cash Settlement**

If the Final Terms specifies 'Settlement Method' to be 'Cash', then 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 on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following as the sum of:

(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:

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

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

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

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

(1) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Not Applicable', then:

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

(2) if the Final Terms specifies '$Cap_{(Settlement)}$' to be 'Applicable', then:

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

PLUS EITHER:

(ii) if DFP < SPP and the Final Terms specifies 'Knock-in Trigger Event' to be 'Not Applicable', then:

(A) if a Ladder Trigger Event has occurred and the Final Terms specifies 'Ladder Trigger Event Downside Deactivation' to be 'Applicable', then:

CA × Protection Level

(B) if either (a) a Ladder Trigger Event has occurred and the Final Terms specifies 'Ladder Trigger Event Downside Deactivation' to be 'Not Applicable', or (b) a Ladder Trigger Event has not occurred, then:

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

OR

(iii) if DFP < SPP and the Final Terms specifies 'Knock-in Trigger Event' to be 'Applicable', then:

(A) if a Ladder Trigger Event has occurred and the Final Terms specifies 'Ladder Trigger Event Downside Deactivation' to be 'Applicable', then:

CA × Protection Level

(B) if either (a) a Ladder Trigger Event has occurred and the Final Terms specifies 'Ladder Trigger Event Downside Deactivation' to be 'Not Applicable', or (b) a Ladder Trigger Event has not occurred, then:

(1) if either:

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

(b) Knock-in Barrier Type = European and DFP < Knock-in Barrier Percentage,

then:

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

(2) otherwise:

CA × Protection Level

OR

(iv) otherwise, if DFP ≥ SPP, then:

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

For the avoidance of doubt, if any of paragraph (ii), (iii) or (iv) above does not apply, the amount payable under such paragraph (ii), (iii) or (iv) shall be zero.

(c) **Relevant defined terms**

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Cap$_{(Settlement)}$**" means, if applicable, the percentage as specified in the Final Terms.
- "**DF**" or "**Downside Floor**" means the percentage as specified in the Final Terms.
- "**DFP**" or "**Downside Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**DP**" or "**Downside Participation**" means the percentage as specified in the Final Terms.
- "**Downside Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).
- "**Knock-in Barrier Percentage**" means, if applicable, the percentage as specified in the Final Terms.
- "**Knock-in Barrier Type**" means American or European, as specified in the Final Terms.
- "**Knock-in Trigger Event**" means in respect of the relevant Downside Underlying Performance Type$_{(Settlement)}$ and (as applicable) the relevant Downside Underlying Asset(s):

  (i) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Single Asset', then:

  (A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date, to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

  (B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time, in respect of any Scheduled Trading Day, from (and including) the Knock-in Barrier Period Start Date, to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

in each case as determined by the Determination Agent.

OR

(ii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Worst-of', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, on any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

OR

(iii) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Best-of', then:

(A) if the Final Terms specifies the 'Trigger Event Type' to be 'Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Best Performing Underlying Asset, on any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(B) if the Final Terms specifies the 'Trigger Event Type' to be 'Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Best Performing Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset,

OR

(iv) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket' or 'Rainbow Basket', then a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage.

For the avoidance of doubt, references to the Underlying Performance Type$_{(Settlement)}$ shall be construed as the Downside Underlying Performance Type$_{(Settlement)}$ and references to, and the definitions of, 'Trigger Event Type', Valuation Price, Trigger Event Observation Date, Knock-in Barrier Period Start Date, Knock-in Barrier Period End Date,

Knock-in Barrier Price, Scheduled Trading Day, Underlying Asset, Best Performing Underlying Asset, Performance, Asset Scheduled Trading Day, Knock-in Barrier Percentage and other relevant terms shall be construed in respect of the relevant Downside Underlying Asset(s).

- "**Ladder Barrier Observation Date**" means each date as specified in the Final Terms in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) or General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable) (in the case of Barclays Index Linked Securities), or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities).

- "**Ladder Barrier Percentage(i)**" means the percentage specified in the table appearing in 'Ladder Percentage(i)' in the Final Terms, in the column headed 'Ladder Barrier Percentage' and in the row numbered the value of i.

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

- "**Ladder Performance**" means, in relation to a Ladder Barrier Observation Date and a Ladder Barrier Percentage(i):

  (i) if the Performance is greater than or equal to the Ladder Barrier Percentage(i),

  then:

  Ladder Percentage(i)

  (ii) otherwise, zero.

- "**Ladder Percentage(i)**" means the percentage specified in the table appearing in 'Ladder Percentage(i)' in the Final Terms, in the column headed 'Ladder Percentage' and in the row numbered the value of i.

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

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

- "**Min**", followed by amounts with brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min (x, y)' means whichever is the lesser of component x and component y.

- "**Performance**" has the meaning given to it in General Condition 65.1 (*Definitions*).

- "**Protection Level**" means the percentage as specified in the Final Terms.

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

- "**SPP**" or "**Strike Price Percentage**" means the percentage as specified in the Final Terms.

- "**Underlying Asset**" has the meaning given to it in General Condition 65.1 (*Definitions*).

13. **Nominal Call Event Settlement**

13.1 **Application**

This General Condition 13 applies to those Securities for which 'Nominal Call Event Settlement' is specified to apply in the Final Terms.

13.2 **Exercise**

If a Nominal Call Event occurs, the Issuer may, by giving not less than 15 Business Days' irrevocable notice to Holders (such notice, a "**Nominal Call Event Settlement Notice**" and the date on which it is delivered, the "**Nominal Call Event Settlement Notice Date**"), redeem or cancel all of the Securities in whole (but not in part) by paying the Nominal Call Event Cash Settlement Amount on the Nominal Call Event Settlement Date, provided that: (a) the Nominal Call Event Settlement Notice Date is within the Nominal Call Option Exercise Period; and (b) no redemption or purchase and cancellation of the Securities occurs prior to (or is due to occur on) the Nominal Call Event Settlement Date.

This General Condition is subject to General Condition 5 (*Calculations and Publication*), General Condition 6 (*Payments and Deliveries*) and General Condition 7 (*Settlement*).

13.3 **Relevant defined terms**

The following terms as used above shall have the following meanings:

- "**Nominal Call Event**" means, with respect to a Series, that on any day the outstanding Aggregate Nominal Amount or outstanding Number of such Securities is less than the Nominal Call Threshold Amount (or the Settlement Currency equivalent thereof).

- "**Nominal Call Event Cash Settlement Amount**" means, in respect of each Security, an amount in the Settlement Currency equal to the market value of such Security on the Nominal Call Event Settlement Notice Date. Such amount shall be determined by the Determination Agent by reference to such factors as the Determination Agent considers to be appropriate including, without limitation:

  (a) market prices or values for the Underlying Asset(s) and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time;

  (b) the remaining life of the Securities had they remained outstanding to scheduled maturity or expiry;

  (c) the value at the relevant time of any minimum redemption or cancellation amount which would have been applicable had the Securities remained outstanding to scheduled maturity or expiry and/or any scheduled early redemption or cancellation date;

  (d) internal pricing models; and

(e) prices at which other market participants might bid for securities similar to the Securities,

provided that, where the Final Terms specifies 'Unwind Costs' to be 'Not Applicable', the Determination Agent shall not take into account deductions for any costs, charges, fees, accruals, losses and expenses, which are incurred by the Issuer or its Affiliates relating to the unwinding of any Hedge Positions and/or related funding arrangements, when determining such market value.

- "**Nominal Call Event Settlement Date**" means, in relation to a Nominal Call Event in respect of the Securities, the date falling 15 Business Days after the Nominal Call Event Settlement Notice Date.

- "**Nominal Call Option Exercise Period**" means the period from, and including, the Issue Date, to, and including, the date which is 16 Business Days prior to the Final Valuation Date.

- "**Nominal Call Threshold Amount**" means an amount equal to the Nominal Call Threshold Percentage, multiplied by the Aggregate Nominal Amount or aggregate Number of Securities as at the first Issue Date of such Securities (or the equivalent amount in the currency of the Securities).

- "**Nominal Call Threshold Percentage**" means 10 per cent or such other percentage specified as such in the Final Terms (which shall not be greater than 10 per cent).

14. **Switch Feature**

(a) **Application**

This General Condition 14 applies to Securities for which the Final Terms specifies:

- the 'Interest Type' to be 'Not Applicable';

- the 'Final Settlement Type' to be 'Supertracker'; and

- the 'Switch Option' to be 'Applicable'.

(b) **Switch Option**

The Issuer may, at its option (the "**Switch Option**"), elect to switch:

(i) the interest or coupon payable in respect of the Securities from Interest Type 'Not Applicable' to interest calculated by reference to Interest Type 'Fixed with Memory' (as described in General Condition 9.3 (*Fixed with Memory (following the exercise of the Switch Option)*); and

(ii) the redemption amount payable in respect of the Securities from Final Settlement Type 'Supertracker' to Final Settlement Type 'Fixed' (as described in General Condition 12.1 (*Fixed Settlement*)).

The Issuer may exercise the Switch Option only once during the term of the Securities and, for the avoidance of doubt, must exercise the Switch Option in respect of both the Interest Type and Final Settlement Type. It may determine not to exercise the Switch Option.

(A) **Exercise**

The Issuer may exercise the Switch Option on any Business Day falling within any period specified as a 'Switch Exercise Period' (the "**Switch Exercise Period**") in the Final Terms. The last day of each Switch Exercise Period shall be a date falling not less than the number of Business Days specified as the

'Switch Notice Period Number' of Business Days in the Final Terms (which shall not be less than ten Business Days) preceding the Interest Payment Date for such Switch Exercise Period. The Final Terms will specify which Interest Payment Date (the "**Switch Date**") corresponds to each Switch Exercise Period.

(B) **Effect**

Upon exercise of the Switch Option:

(1) as at the Switch Date immediately following the date of exercise of the Switch Option, the Securities will be deemed to (a) no longer be Securities for which the Interest Type is 'Not Applicable' and (b) become Securities for which the Interest Type is 'Fixed with Memory' and so start paying interest from (and including) such Switch Date in accordance with General Condition 9.3 (*Fixed with Memory (following the exercise of the Switch Option)*); and

(2) the Securities will be deemed to (a) no longer be Securities for which the Final Settlement Type is 'Supertracker' and so no longer pay a Final Cash Settlement Amount that is calculated in accordance with General Condition 12.5) and (b) become Securities for which the Final Settlement Type is 'Fixed Settlement' and so instead pay a Final Cash Settlement Amount that is calculated in accordance with General Condition 12.1 (*Fixed Settlement*).

15. **Settlement by Instalments**

(a) **Application**

This General Condition 15 applies only to those Notes for which the Final Terms specifies 'Instalment Notes' to be 'Applicable' ("**Instalment Notes**").

(b) **Cash Settlement**

Provided that none of an Optional Early Settlement Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Notes has occurred prior to the relevant Instalment Date, each Note will be partially redeemed by the Issuer on each Instalment Date at the Instalment Amount specified in the Final Terms for such Instalment Date. The outstanding nominal amount of each such Security and the Calculation Amount shall be reduced by the relevant Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Security, such proportion) with effect from the related Instalment Date following payment of such amount.

If any amount is specified in the Final Terms as a 'Minimum Instalment Amount' or 'Maximum Instalment Amount', then any Instalment Amount shall be subject to such minimum or maximum, as applicable.

If "Reduction of Nominal" is specified as the Instalment Methodology in the Final Terms or if "Pool Factor" is not specified as the Instalment Methodology in the Final Terms, then with effect from the related Instalment Date, unless payment of the Instalment Amount is withheld other than in accordance with applicable laws, regulations or orders of any court of competent jurisdiction or refused on presentation of the related Receipt, for purposes only of the determination of any amount of interest or other amount payable (other than the Instalment Amount) or asset deliverable in respect of the Notes, the Calculation Amount (and, if applicable, the Specified Denomination) shall be deemed to be reduced pro rata to such nominal amount reduction in respect of such Instalment Amount.

If "Pool Factor" is specified as the Instalment Methodology in the Final Terms, then neither the Calculation Amount nor the Specified Denomination shall be deemed to be reduced pro rata upon payment of an Instalment Amount; instead, with effect from the

related Instalment Date following payment of an Instalment Amount, for purposes only of the calculation of any amount of interest or other amount payable (other than the Instalment Amount) or asset deliverable in respect of the Notes, the Calculation Amount (and, if applicable, the Specified Denomination) shall be multiplied by a pool factor (the "**Pool Factor**") which is equal to (A) (1) the Calculation Amount (or, if applicable, the Specified Denomination) minus (2) the sum of all Instalment Amounts paid in respect of each Note from the Issue Date to, and including, the related Instalment Date, divided by (B) the Calculation Amount.

D. EQUITY LINKED CONDITIONS AND DISRUPTION EVENTS

16. Equity Index Modification, Cancellation, Disruption or Adjustment Event

The following provisions of this General Condition 16 (*Equity Index Modification, Cancellation, Disruption or Adjustment Event*) will apply to all Equity Index Linked Securities.

16.1 Equity Index Adjustment Events

(a) If,

(i) on or prior to any date on which the level of an Equity Index is to be calculated, including, without limitation, any Averaging Date, Lookback Date or Valuation Date (a "**Determination Date**"), the relevant Index Sponsor announces that it will make a material change in the formula for or the method of calculating that Equity Index or in any other way materially modifies that Equity Index (other than a modification prescribed in that formula or method to maintain that Equity Index in the event of changes in constituent stock and capitalisation and other routine events) (an "**Index Modification**") or permanently cancels the Equity Index and no successor Equity Index exists (an "**Index Cancellation**"); or

(ii) on any Determination Date in respect of any Equity Index the Index Sponsor fails to calculate and announce a relevant Equity Index (an "**Index Disruption**" and, together with an Index Modification and an Index Cancellation, an "**Index Adjustment Event**"),

then the Determination Agent shall on each relevant Determination Date determine if such Index Adjustment Event has a material effect on the relevant Securities and, if so, shall calculate the level of that Equity Index by using, in lieu of a published level for the relevant Equity Index, the level for that Equity Index as at that Determination Date in accordance with the formula for and method of calculating that Equity Index last in effect prior to that Index Adjustment Event, but using only those Components that constituted the relevant Equity Index immediately prior to that Index Adjustment Event (other than those Components that have since ceased to be listed on any relevant Exchange), provided that:

(A) in the case of Index Cancellation, if a Pre-nominated Index has been specified in the Final Terms in respect of the cancelled Equity Index, the cancelled Equity Index shall be replaced by such Pre-nominated Index with effect from the date as determined by the Determination Agent and the Pre-nominated Index will be deemed to be the Equity Index with effect from such date. The Determination Agent may make such adjustments, if any, to any one or more of the Conditions or other terms of the Securities, including without limitation, any Condition or term relevant to the settlement or payment under the Securities, as the Determination Agent determines appropriate to preserve the economics of the Securities to account for such replacement (including, without limitation, any adjustment which the Determination Agent determines is

appropriate in order to reduce or eliminate to the extent reasonably practicable any transfer of economic value from the Issuer to the Holders or vice versa as a result of such replacement, including as a result of a different term structure or methodology); and

(B) if the Determination Agent determines that it is unable, or can no longer continue, to calculate such Equity Index (or, in the case of Index Cancellation, the cancelled Equity Index is not replaced by a Pre-nominated Index), the Determination Agent may deem such Index Adjustment Event to constitute an Additional Disruption Event for the purposes of these provisions and shall take any necessary action in accordance with the applicable provisions of General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*), as the case may be, in respect of the Securities.

16.2 **Successor Index Sponsor or Substitution of Equity Index with substantially similar calculation**

If an Equity 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 Determination Agent or (b) replaced by a successor index (the "**Successor Index**") using, in the determination of the Determination Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Equity Index, then (i) the index as calculated and announced by the Successor Index Sponsor or (ii) the Successor Index will be deemed to be the Equity Index.

16.3 **Correction of an Equity Index**

If the level of an Equity Index published on any Determination Date and used or to be used by the Determination Agent to determine the relevant Equity Index value is subsequently corrected and the correction is published by the Index Sponsor or a Successor Index Sponsor no later than the second Exchange Business Day prior to the next date upon which any payment shall be made by the Issuer, the Determination Agent shall recalculate the amount that is payable, using such corrected level of the relevant Equity Index and, to the extent necessary, will adjust any relevant terms of the Securities to account for such correction. The Determination Agent shall notify the Holders of (a) that correction (b) the amount, if any, that is payable as a result of that correction and (c) any adjustment being made.

16.4 **Manifest Error in Index Calculation**

(a) Notwithstanding anything to the contrary herein, if, on any Determination Date, there is, in the reasonable opinion of the Determination Agent, a manifest error in the calculation of an Equity Index by the relevant Index Sponsor (as manifested in the level of such Equity Index published by such Index Sponsor), the Determination Agent may calculate the level of such Equity Index for such date in lieu of using the level published on such date by such Index Sponsor. Such calculation will be determined in accordance with the methodology and formula for calculating the relevant Equity Index used by the relevant Index Sponsor last in effect prior to the manifest error occurring. Where the Determination Agent calculates the level of an Equity Index in accordance with this paragraph, it shall give notice to the Holder(s) of the level of the Equity Index so calculated no later than five Business Days after the relevant Determination Date.

(b) If the relevant Index Sponsor continues to calculate the relevant Equity Index with manifest error for more than three Scheduled Trading Days, then the Determination Agent may make such adjustments to the terms of the Security as it may determine, including, without limitation, selecting an alternative index to

replace the relevant Equity Index (provided that such alternative index is substantially similar to the Equity Index being replaced) and/or replicating the constituents of the relevant Equity Index and/or continuing to calculate the relevant Equity Index in accordance with the methodology and formula for calculating such Equity Index used by the relevant Index Sponsor last in effect prior to the manifest error occurring and/or adjusting the constituents and weightings of such Equity Index. Where the Determination Agent makes any adjustment(s) in accordance with this paragraph, it shall give notice to the Holder(s) as soon as is reasonably practicable after making such adjustment(s).

(c) Where a correction to the level of an Equity Index is published by the Index Sponsor as described in General Condition 16.3 (*Correction of an Equity Index*) after the Determination Agent has calculated the level of such Equity Index pursuant to this General Condition 16.4, the Determination Agent may recalculate any amount to be paid, using such corrected level in accordance with the provisions of this General Condition 16.4, after the correction to the level of the relevant Equity Index is published by the relevant Index Sponsor. Where a correction to the level of an Equity Index is published by the relevant Index Sponsor after an adjustment has been made to the terms of the Security in accordance with the preceding paragraph, General Condition 16.3 (*Correction of an Equity Index*) shall not apply and the terms of such adjustment shall prevail.

17. Share Adjustments or Disruptions

The following provisions of this General Condition 17 (*Share Adjustments or Disruptions*) will apply to all Share Linked Securities.

17.1 Potential Adjustment Events

The Determination Agent may at any time determine that a Potential Adjustment Event has occurred. Following such determination, the Determination Agent will then determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Shares and, if so, will (a) make the corresponding adjustment(s), relevant to the settlement, payment or other terms of the Securities as the Determination Agent determines appropriate to account for the diluting or concentrative effect of such Potential Adjustment Event (the "**Adjustment(s)**") (provided that, in the case of French Notes, any amendment to the Conditions may be subject to the prior consent of the General Meeting of the Holders where 'Full *Masse*' or 'Contractual *Masse*' is specified as applicable in the Final Terms in accordance with General Condition 59.3 (*Modifications of French Notes*)) and (b) determine the effective date(s) of the Adjustment(s). The Determination Agent may (but need not) determine the appropriate Adjustment(s) by reference to the Adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on the relevant Shares traded on that options exchange.

Any Adjustment shall take into account the economic cost of any taxes, duties, levies, fees or registration payable by or on behalf of the Issuer or any of its relevant Affiliates or a foreign investor charged on subscription, acquisition or receipt of any Shares or other securities received as a result of the Potential Adjustment Event, such calculations to be determined and carried out by the Determination Agent.

Notwithstanding the above, the Issuer may, alternatively, on giving notice to the Holders, elect, in lieu of the Determination Agent making an Adjustment in respect of a Potential Adjustment Event, to deliver to each Holder one or more additional Securities (the "**Adjustment Event Securities**") and/or pay to each Holder a cash amount (the "**Adjustment Event Amount**") to account for the diluting or concentrative effect of such Potential Adjustment Event. Where the Issuer elects to deliver Adjustment Event Securities, such Adjustment Event Securities will be issued on the same (or substantially the same) terms as the relevant Securities as the Determination Agent may determine. In such notice the Issuer will set out the amount of Securities to be delivered

and/or cash to be paid and the manner in which such delivery and/or payment is to be made.

17.2 **Merger Events, Nationalisation, Insolvency, Insolvency Filing, Delisting and Tender Offers**

Following the occurrence of any Merger Event, Nationalisation, Insolvency, Insolvency Filing, Delisting or Tender Offer, such event shall constitute an Additional Disruption Event and the applicable provisions of General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*) shall apply.

17.3 **Substitution of Shares**

(a) If the Final Terms specifies 'Substitution of Shares' to be 'Substitution of Shares – Standard':

(i) If any Share shall be affected by an Extraordinary Event (the "**Affected Shares**"), then, without prejudice to the rights that the Issuer has under the Securities (as described above), the Issuer shall have the option to substitute the Affected Shares with substitute shares (the "**Substitute Shares**") as selected by the Determination Agent as at the Announcement Date or the Tender Offer Date or such other date as the Determination Agent may deem appropriate, as the case may be.

(ii) The Substitute Shares shall have such criteria as the Determination Agent deems appropriate, including, but not limited to, the following:

(A) the Substitute Shares shall belong to a similar economic sector as the Share Company of the Affected Shares;

(B) the issuer of the Substitute Shares shall be of a similar international standing and creditworthiness as the Share Company of the Affected Shares; and

(C) in case of Notes listed and admitted to trading on the regulated market of Borsa Italiana S.p.A., and/or Certificates listed and admitted to trading on the multilateral trading facility of SeDex (MTF), the Substitute Shares shall be listed on a stock exchange, market or quotation system which is acceptable to Borsa Italiana S.p.A.

(iii) The Initial $\text{Price}_{(\text{Interest})}$ and Initial $\text{Price}_{(\text{Settlement})}$ of the Substitute Shares shall be determined in accordance with the following, as applicable:

(A) Initial $\text{Price}_{(\text{Interest})}$ = Substitute Price × (Affected $\text{Share(k)}_{(\text{Interest})}$/Affected Share(j))

(B) Initial $\text{Price}_{(\text{Settlement})}$ = Substitute Price × (Affected $\text{Share(k)}_{(\text{Settlement})}$/Affected Share(j))

where:

- "**Affected Share(j)**" means either (i) the last closing price per Share of the Affected Shares on or prior to the Announcement Date or the Tender Offer Date (as the case may be), or (ii) an exchange traded price per Share of the Affected Shares on or recently prior to the Announcement Date or the Tender Offer Date (as the case may be) as determined by the Determination Agent acting in good faith and in a commercially reasonable manner;

- "**Affected Share(k)$_{(Interest)}$**" means the Initial Price(Interest) per Share of the relevant Affected Shares as specified in the Final Terms;

- "**Affected Share(k)$_{(Settlement)}$**" means the Initial Price$_{(Settlement)}$ per Share of the relevant Affected Shares as specified in the Final Terms; and

- "**Substitute Price**" means the official closing price per Share of the relevant Substitute Shares as at the Valuation Time on the dates on which the Affected Share(j) is determined or, if such date is not a Scheduled Trading Day on the relevant Exchange in respect of the Substitute Shares, the following Scheduled Trading Day of the Substitute Shares.

(iv) The Determination Agent shall notify the Holders as soon as practicable after the selection of the relevant Substitute Shares.

(v) If the Final Terms specifies the 'Settlement Method' to be 'Cash or Physical', 'Entitlement Substitution' may be specified in the Final Terms to apply with respect to a Series.

(b) If the Final Terms specifies 'Substitution of Shares' to be 'Substitution of Share – ETF underlying':

(i) On the occurrence of an Extraordinary Event, without prejudice to the rights that the Issuer has under the Securities (including, for the avoidance of doubt, the right to make appropriate adjustments or redeem all of the Securities in accordance with General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*) the Issuer shall determine whether to substitute the relevant Share with such shares, units or other interests of an exchange-traded fund or other financial security, index or instrument (each a "**Replacement Security**") that the Determination Agent determines is comparable to the relevant discontinued Share (or discontinued Replacement Security) as at the Announcement Date or the Tender Offer Date or such other date as the Determination Agent may deem appropriate, as the case may be, and such Replacement Security shall be deemed to be the relevant Share for all purposes of the Securities after the substitution.

(ii) Upon the substitution by the Determination Agent of a Replacement Security, the Determination Agent may adjust any variable in the terms of the Securities (including, without limitation, any variable relating to the price of the shares, units or other interests in the relevant Share, the number of such shares, units or other interests outstanding, created or redeemed or any dividend or other distribution made in respect of such shares, units or other interests) as, in the judgment of the Determination Agent, may be, and for such time as may be, necessary to render the Replacement Security comparable to the shares or other interests of the relevant discontinued Share (or discontinued Replacement Security) for purposes of the Securities.

(iii) Upon any substitution by the Determination Agent of a Replacement Security, the Determination Agent shall notify the Holders as soon as practicable after the selection of the Replacement Security.

(c) In the event that (i) the Issuer determines not to substitute the Share in accordance with paragraph (a) above or paragraph (b) above, as may be applicable, or (ii) the Determination Agent determines that it cannot substitute the Affected Share in accordance with paragraph (a) above or cannot determine

a Replacement Security in accordance with paragraph (b) above, the Issuer may determine that such Extraordinary Event is an Additional Disruption Event and shall make appropriate adjustments or cancel all of the Securities of the relevant Series in whole in accordance with General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*).

18. **Consequences of Disrupted Days**

The following provisions of this General Condition 18 will apply to all Share Linked Securities and Equity Index Linked Securities.

18.1 **Valuation Dates**

If, in the opinion of the Determination Agent, any Valuation Date is a Disrupted Day in respect of an Underlying Asset, then:

(a) if there is only one Underlying Asset, the Valuation Date shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the original date that, but for the Disrupted Days, would have been the Valuation Date (the "**Scheduled Valuation Date**") is a Disrupted Day, in which case the eighth Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that it is a Disrupted Day, and the Determination Agent shall determine:

(i) in the case of any Underlying Asset that is a Share, the relevant exchange-traded or quoted price (the "**Traded Price**") for such Share that would have prevailed as of the Valuation Time on that eighth Scheduled Trading Day but for that Disrupted Day; or

(ii) in the case of any Underlying Asset that is an Equity Index, the level of the Equity Index as at the Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating the Equity Index last in effect prior to the occurrence of the first Disrupted Day using the Traded Price as at the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the Equity Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that eighth Scheduled Trading Day, the Traded Price for the relevant security as at the Valuation Time on that eighth Scheduled Trading Day);

(b) if there is more than one Underlying Asset, the Valuation Date for each Underlying Asset not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date and the Valuation Date for each Underlying Asset affected by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day, in which case, that eighth Scheduled Trading Day shall be deemed to be the Valuation Date for the relevant Underlying Asset notwithstanding the fact that it is a Disrupted Day and the Determination Agent shall determine:

(i) in the case of any Underlying Asset that is a Share, the Traded Price for such Share that would have prevailed as of the Valuation Time on that eighth Scheduled Trading Day but for the Disrupted Day; or

(ii) in the case of any Underlying Asset that is an Equity Index, the level of the Equity Index as at the Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating the Equity Index last in effect prior to the occurrence of the first Disrupted Day using the Traded Price as at the Valuation Time on

that eighth Scheduled Trading Day of each security comprised in that Equity Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that eighth Scheduled Trading Day, the Traded Price for the relevant security as at the Valuation Time on that eighth Scheduled Trading Day).

18.2 **Reference Dates**

If, in the opinion of the Determination Agent, any Reference Date is a Disrupted Day in respect of an Underlying Asset, then:

(a) if there is only one Underlying Asset:

(i) if the Final Terms specifies 'Omission' to be 'Applicable', such date will be deemed not to be a Reference Date for the purposes of determining the relevant level, price or amount, provided that, if, through the operation of this provision, no Reference Date would occur in respect of such Underlying Asset, then the provisions of the definition of 'Valuation Date' and General Condition 18.1 (*Valuation Dates*) (as applicable) will apply for the purposes of determining the relevant level, price or amount on the final Reference Date as if such Reference Date were a Valuation Date that was a Disrupted Day; or

(ii) if the Final Terms specifies 'Postponement' to be 'Applicable', the provisions of General Condition 18.1 (*Valuation Dates*) (as applicable) will apply for the purposes of determining the relevant level, price or amount on that Reference Date as if such Reference Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Reference Date would fall on a day that already is or is deemed to be a Reference Date; or

(iii) if the Final Terms specifies 'Modified Postponement' to be 'Applicable', the Reference Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred as at the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Reference Date or Disrupted Day, would have been the final Reference Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the Reference Date (irrespective of whether that eighth Scheduled Trading Day is already a Reference Date) and (B) the Determination Agent shall determine the relevant level or price for that Reference Date in accordance with General Condition 18.1 (*Valuation Dates*) (as applicable). For the purposes of this paragraph (iii), "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Reference Date does not or is not deemed to occur;

(b) if there is more than one Underlying Asset, the Reference Date for each Underlying Asset not affected by the occurrence of a Disrupted Day shall be the original date that, but for the occurrence of a Disrupted Day, would have been the Reference Date for all Underlying Assets (the "**Scheduled Reference Date**") and for each Underlying Asset affected by the occurrence of a Disrupted Day; and

(i) if the Final Terms specifies 'Omission' to be 'Applicable', such date will be deemed not to be a Reference Date for the purposes of determining the relevant level, price or amount for each Underlying Asset affected by the occurrence of a Disrupted Day, provided that, if, through the operation of this provision, no Reference Date would occur in respect of such Underlying Asset, then the provisions of the definition of 'Valuation Date' and General Condition 18.1 (*Valuation Dates*) (as applicable) will apply for the purposes of determining the relevant level, price or amount

of such Underlying Asset on the final Reference Date as if such Reference Date were a Valuation Date that was a Disrupted Day; or

(ii) if the Final Terms specifies 'Postponement' to be 'Applicable', the provisions of General Condition 18.1 (*Valuation Dates*) (as applicable) will apply for the purposes of determining the relevant level, price or amount of such Underlying Asset on that Reference Date as if such Reference Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Reference Date would fall on a day that already is or is deemed to be a Reference Date; or

(iii) if the Final Terms specifies 'Modified Postponement' to be 'Applicable', the Reference Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred as at the Valuation Time on the eighth Scheduled Trading Day immediately following the final Scheduled Reference Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the Reference Date (irrespective of whether that eighth Scheduled Trading Day is already a Reference Date for such Underlying Asset) and (B) the Determination Agent shall determine the relevant level or price for such Underlying Asset on that Reference Date in accordance with General Condition 18.1 (*Valuation Dates*) (as applicable). For the purposes of this paragraph (iii), "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day for an Underlying Asset and on which another Reference Date does not or is not deemed to occur.

19. **Adjustments**

The following provisions of this General Condition 19 will apply to all Share Linked Securities and Equity Index Linked Securities.

If the Issuer requests that the Determination Agent determine whether an appropriate adjustment can be made in accordance with General Condition 18 (*Consequences of Disrupted Days*), the Issuer shall not be obliged to make any adjustment that it does not think is appropriate and save in respect of French Securities, none of the Determination Agent, the Issuer or any other party shall be liable for the Issuer making or failing to make any such adjustment.

In particular, notwithstanding that an adjustment is required to be made by the provisions set out in this Section D: EQUITY LINKED CONDITIONS AND DISRUPTION EVENTS in respect of any event affecting a Share Company or its Shares, or an Equity Index or its Index Sponsor, the Issuer reserves the right not to make that adjustment if, at the time the adjustment is to be made pursuant thereto, an option or future on the relevant Share or Equity Index is traded on any Futures or Options Exchange and no adjustment is made by that Futures or Options Exchange to the entitlement under that traded option or future in respect of that event.

The Issuer will give, or procure that there is given, notice as soon as practicable of any adjustment and of the date from which such adjustment is effective.

E. FX DISRUPTION EVENTS AND ADJUSTMENTS

20. **Consequences of FX Disruption Events (FX)**

This General Condition 20 shall apply in respect of FX Linked Securities only.

20.1 **Single Underlying Asset and Rate Calculation Dates**

Where the Securities relate to a single Underlying Asset, if one or more FX Disruption Events (FX) has occurred at any time on a Rate Calculation Date and is continuing, the Determination Agent shall determine the relevant FX(i,t) in respect of such Underlying

Asset for such time on such Rate Calculation Date in accordance with General Condition 20.3 (*Disruption Fallbacks*) below.

20.2 **Basket of Underlying Assets and Rate Calculation Dates**

Where the Securities relate to a Basket, if one or more FX Disruption Events (FX) has occurred at any time on a Rate Calculation Date and is continuing in respect of one or more of such Underlying Assets, then:

(a) for each Underlying Asset for which no Price Source Disruption (FX) has occurred, the FX(i,t) will be determined at such time and on such Rate Calculation Date; and

(b) for each Underlying Asset for which a Price Source Disruption (FX) has occurred, the Determination Agent shall determine the FX(i,t) in respect of such Underlying Asset for such time on such Rate Calculation Date in accordance with General Condition 20.3 (*Disruption Fallbacks*) below.

20.3 **Disruption Fallbacks**

The fallbacks to be applied by the Determination Agent ("**Disruption Fallbacks (FX)**") are as set out in (a) or (b) below, as applicable:

(a) following the occurrence of an FX Disruption Event (FX) that is a Price Source Disruption (FX), the fallbacks shall include any of a Fallback Reference Price (FX), Dealer Poll, Postponement (FX) and/or, in the case of a Currency Replacement Event (FX), a Currency Replacement (FX) as shall be specified in the Final Terms (such Disruption Fallbacks (FX) shall apply in the order in which they are specified), such that if the Determination Agent determines that the FX(i,t) cannot be determined by applying one Disruption Fallback (FX), then the next Disruption Fallback (FX) specified shall apply. In the event the Determination Agent is unable to determine the FX(i,t) by applying such Disruption Fallbacks (FX), the FX(i,t) (or a method for determining the FX(i,t)) will be determined by the Determination Agent taking into consideration all available information that it deems relevant; or

(b) following the occurrence of any FX Disruption Event (FX) other than a Price Source Disruption (FX) the Determination Agent shall:

(i) adjust any Rate Calculation Date, Interest Payment Date, Autocall Settlement Date, Scheduled Settlement Date, and/or any other date for payment of any FX Linked Amount(s) or calculation thereof to account for such event; and/or

(ii) treat the relevant FX Disruption Event (FX) as if an Additional Disruption Event had occurred in respect of the Securities for the purposes of exercising any applicable rights under these General Conditions.

20.4 **Relevant defined terms**

The following terms as used in this General Condition 20 have the following meanings:

- "**Currency Replacement (FX)**" means, in respect of any time on any relevant day, that the Determination Agent will specify and adopt a replacement of any one or more relevant Currencies, as the case may be.

- "**Dealer Poll**" means, in respect of any time on any relevant day, that the Determination Agent will request each of the Reference Dealers to provide a quotation of its rate for the Underlying Asset, at the applicable time on such relevant day. If, for any such rate, at least two quotations are provided, the relevant rate will be the arithmetic mean of the quotations. If fewer than two

quotations are provided for any such rate, the relevant rate will be the arithmetic mean of the relevant rates quoted by major banks in the relevant market, selected by the Determination Agent, at or around the applicable time on such relevant day.

- "**Fallback Reference Price (FX)**" means, in respect of any time on any relevant day, that the Determination Agent will determine the FX(i,t) on such relevant day on the basis of the prevailing foreign exchange rate for such FX(i,t), published by available recognised financial information vendors (as selected by the Determination Agent) other than the applicable Fixing Source, at or around the applicable time on such relevant day.

- "**Postponement (FX)**" means that the Rate Calculation Date for the FX(i,t) will be deemed to be the first succeeding FX Business Day on which the Price Source Disruption (FX) ceases to exist (or, if such Rate Calculation Date is also an Averaging Date (FX) or Lookback Date (FX) and if the Final Terms specifies 'Modified Postponement (FX)' to be 'Applicable', the first succeeding Valid Date (FX)), subject to a cut-off of five consecutive FX Business Days.

- "**Reference Dealers**" means, in respect of an Underlying Asset, four leading dealers in the relevant foreign exchange market, as selected by the Determination Agent.

- "**Valid Date (FX)**" means, in respect of a Rate Calculation Date that is an Averaging Date (FX) or Lookback Date (FX), an FX Business Day on which a Price Source Disruption (FX) is not occurring and on which another Averaging Date (FX) or Lookback Date (FX) does not or is not deemed to occur.

21. **Replacement of a Currency**

Each Currency will be deemed to include any lawful successor currency (the "**Successor Currency**") of the relevant jurisdiction subject to General Condition 20 (*Consequences of FX Disruption Events (FX)*). If, after the Trade Date and on or before any relevant Rate Calculation Date, Interest Payment Date, Scheduled Settlement Date, Early Cash Settlement Date or Autocall Settlement Date, as the case may be, a jurisdiction has lawfully eliminated, converted, redenominated or exchanged its currency in effect on such Trade Date or any Successor Currency, as the case may be (the "**Original Currency**"), for a Successor Currency, then, for the purposes of calculating any amounts of such currency in respect of a Security, and for the purposes of effecting settlement thereof, any Original Currency amounts will be converted into the Successor Currency by multiplying the amount of the Original Currency by a ratio of Successor Currency to Original Currency, which ratio will be calculated on the basis of the exchange rate set out by such country for converting the Original Currency into the Successor Currency on the date on which the elimination, conversion, redenomination or exchange took place. If there is more than one such date, the date closest to the relevant Rate Calculation Date, Interest Payment Date, Scheduled Settlement Date, Early Cash Settlement Date or Autocall Settlement Date, as the case may be, will be selected. Notwithstanding the foregoing provisions, and subject to any alternative determination by the Determination Agent, with respect to any currency that is substituted or replaced by the euro, the consequences of such substitution or replacement will be determined in accordance with applicable law.

22. **Corrections to Published and Displayed Rates**

For purposes of determining any FX(i,t) for any Rate Calculation Date:

(a) in any case where the FX Rate or Spot Rate (as applicable) is based on information obtained from Bloomberg Index Services Limited, Refinitiv Benchmark Services (UK) Ltd, Refinitiv Ltd or other third-party source, the FX Rate or Spot Rate (as applicable) will be subject to the corrections, if any, to that information subsequently displayed by that source within one hour of the time when such rate is first displayed by such source;

(b) notwithstanding paragraph (a) above, in any case where the FX Rate or Spot Rate (as applicable) for a Rate Calculation Date is based on information published or announced by any Governmental Authority in the relevant jurisdiction, the FX Rate or Spot Rate (as applicable) will be subject to the corrections, if any, to that information subsequently published or announced by that source within five days of the Rate Calculation Date; and

(c) if the methodology or formula for determining the foreign exchange rate(s) comprising the FX Rate or Spot Rate (as applicable, the "**Original FX Rate**") in respect of any Securities or any other means of calculating the FX Rate or Spot Rate (as applicable), is changed (irrespective of the materiality of any such change or changes), then for the avoidance of doubt references to the FX Rate or Spot Rate (as applicable) in respect of such Securities shall remain as the Original FX Rate notwithstanding such changes.

23. **Postponements of Payments**

If the determination of any FX Rate or Spot Rate used to calculate any amount payable is delayed or postponed pursuant to the Conditions, payment will occur on the later of either (i) the Interest Payment Date, Autocall Settlement Date, Scheduled Settlement Date and/or other scheduled date for payment of any FX Linked Amount(s), or (ii) the fifth Business Day following the date of determination. No additional amounts shall be payable by the Issuer because of such postponement (provided this sentence shall not apply in respect of Belgian Securities).

24. **Depository Receipt Provisions**

24.1 **Partial Lookthrough Depository Receipt Provisions**

Where the Final Terms specifies 'Partial Lookthrough Depository Receipt Provisions' to be 'Applicable' in respect of a Share, then the provisions set out below shall apply, and, in relation to such Share, the other General Conditions shall be deemed to be amended and modified as set out in this General Condition 24.1.

(a) The definition of 'Potential Adjustment Event' shall be amended so that it reads as follows:

"'**Potential Adjustment Event**" means any of the following or a declaration by the Share Company of the terms of any of the following:

(i) a subdivision, consolidation or reclassification of the relevant Shares and/or Underlying Share (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares and/or Underlying Share to existing holders by way of bonus, capitalisation or similar issue;

(ii) a distribution, issue or dividend to existing holders of the relevant Shares and/or Underlying Share of (i) additional Shares and/or Underlying Share, or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of dissolution, liquidation or termination of the Share Company or Underlying Share Company, as appropriate, equally or proportionately with such payments to holders of such Shares and/or Underlying Share, or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Company or Underlying Share Company, as appropriate, as a result of a spin-off or other similar transaction, or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Determination Agent;

(iii) in respect of a Share and/or Underlying Share, an amount per Share and/or Underlying Share which the Determination Agent determines should be characterised as an extraordinary dividend;

(iv) a call by the Share Company or Underlying Share Company, as appropriate, in respect of the relevant Shares and/or Underlying Share that are not fully paid;

(v) a repurchase by the Share Company or Underlying Share Company, as appropriate, or any of its subsidiaries of the relevant Shares and/or Underlying Share whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;

(vi) in respect of the Share Company or Underlying Share Company, as appropriate, 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 the Share Company or Underlying Share Company, as appropriate, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights;

(vii) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares and/or Underlying Share; or

(viii) the making of any amendment or supplement to the terms of the Deposit Agreement, provided that an event under (i) to (vii) (inclusive) above in respect of the Underlying Share shall not constitute a Potential Adjustment Event unless, in the opinion of the Determination Agent, such event has a diluting or concentrative effect on the theoretical value of the Shares.'

(b) If the Determination Agent determines that:

(i) an event under (i) to (vii) (inclusive) of the definition of 'Potential Adjustment Event' has occurred in respect of any Underlying Share, the Determination Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Shares; or

(ii) an event under (viii) of the definition of 'Potential Adjustment Event' has occurred, the Determination Agent will determine whether such Potential Adjustment Event has an economic effect on the Securities;

and, in each case, the Determination Agent will make the corresponding adjustment(s), if any, to one or more of any variable relevant to the exercise, settlement, payment or other terms of the Securities as the Determination Agent determines appropriate to account for (x) in respect of an event under (i) to (vii) (inclusive) of the definition of 'Potential Adjustment Event', that diluting or concentrative effect, and (y) in respect of an event under (viii) of the definition of 'Potential Adjustment Event', such economic effect on the Securities, as the case may be (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) following the Potential Adjustment Event. The Determination Agent may (amongst other factors) have reference to any adjustment made by the Depository under the Deposit Agreement.

Any adjustment to the terms of the Securities following a Potential Adjustment Event shall take into account the economic cost of any taxes, duties, levies, fees or registration payable by or on behalf of the Issuer or any of its relevant Affiliates or a foreign investor charged on subscription, acquisition or receipt of any Shares or other securities received as a result of the Potential Adjustment

Event, such calculations to be determined and carried out by the Determination Agent in good faith.

Notwithstanding the above, the Issuer may, alternatively, on giving notice to the Holders, elect, in lieu of the Determination Agent making an Adjustment in respect of a Potential Adjustment Event, to deliver to each Holder one or more additional Securities (the "**Adjustment Event Securities**") and/or pay to each Holder a cash amount (the "**Adjustment Event Amount**") to account for the diluting or concentrative effect of such Potential Adjustment Event. Where the Issuer elects to deliver Adjustment Event Securities, such Adjustment Event Securities will be issued on the same (or substantially the same) terms as the relevant Securities as the Determination Agent may determine. In such notice the Issuer will set out the amount of Securities to be delivered and/or cash to be paid and the manner in which such delivery and/or payment is to be made.

For the purpose of this General Condition 24.1, the General Condition 17.1 (*Potential Adjustment Events*) will not apply.

If the Determination Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer (where applicable) and the Holder that the relevant consequence shall be the early redemption or cancellation of the Securities, in which case, on such date as selected by the Determination Agent in its reasonable commercial discretion, the Issuer shall redeem the Securities upon prior notice made to the Holders, and the Issuer will cause to be paid to each Holder in respect of each Security held by it an amount equal to the Early Cash Settlement Amount (as defined in General Condition 65.1 (*Definitions*)).

(c) The definitions of 'Merger Event' and 'Tender Offer' shall be amended so that (x) all references to 'Shares' shall be deleted and replaced with the words 'Shares and/or the Underlying Share'; and (y) all references to 'Share Company' shall be deleted and replaced with the words 'Share Company or Underlying Share Company, as appropriate'. If the Determination Agent determines that a Merger Event or Tender Offer has occurred in respect of an Underlying Share, then where the Determination Agent makes an adjustment to the Securities in connection with a Merger Event or Tender Offer, the Determination Agent may (amongst other factors) have reference to any adjustment made by the Depository under the Deposit Agreement.

(d) The definitions of 'Nationalisation', 'Insolvency' and 'Delisting' shall be amended so that (x) all references to 'Shares' shall be deleted and replaced with the words 'Shares and/or the Underlying Share'; and (y) all references to 'Share Company' shall be deleted and replaced with the words 'Share Company or Underlying Share Company, as appropriate'.

If any of 'Nationalisation', 'Insolvency' or 'Delisting' occurs in respect of the Underlying Share or the Underlying Share Company, then the consequence of such events shall be interpreted consistently.

Notwithstanding anything to the contrary in the definition of 'Delisting', a Delisting shall not occur in respect of the Underlying Share if the Underlying Share is immediately re-listed, re-traded or re-quoted on an exchange or quotation system regardless of the location of such exchange or quotation system.

(e) The definition of 'Insolvency Filing' shall be amended so that (x) all references to 'Shares' shall be deleted and replaced with the words 'Shares and/or the Underlying Share'; and (y) all references to 'Share Company' shall be deleted and replaced with the words 'Share Company or Underlying Share Company, as appropriate'.

If 'Insolvency Filing' occurs in respect of the Underlying Share or the Underlying Share Company, then the consequence of such event shall be interpreted consistently.

(f) The definition of 'Announcement Date' to add at the end thereof the following:

'(c) in the case of a termination of the Deposit Agreement, the date of the first public announcement by the Depository that the Deposit Agreement is (or will be) terminated.'

24.2 **Full Lookthrough Depository Receipt Provisions**

Where the Final Terms specifies 'Full Lookthrough Depository Receipt Provisions' to be 'Applicable' in respect of a Share, then the provisions set out below shall apply, and, in relation to such Share, the other General Conditions shall be deemed to be amended and modified as set out in this General Condition 24.

(a) The definition of 'Potential Adjustment Event' shall be amended so that it reads as follows:

"'**Potential Adjustment Event**" means any of the following or a declaration by the Share Company of the terms of any of the following:

(i) a subdivision, consolidation or reclassification of the relevant Shares and/or Underlying Share (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares and/or Underlying Share to existing holders by way of bonus, capitalisation or similar issue;

(ii) a distribution, issue or dividend to existing holders of the relevant Shares and/or Underlying Share of (i) additional Shares and/or Underlying Share, or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of dissolution, liquidation or termination of the Share Company or Underlying Share Company, as appropriate, equally or proportionately with such payments to holders of such Shares and/or Underlying Share, or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Company or Underlying Share Company, as appropriate, as a result of a spin-off or other similar transaction, or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Determination Agent;

(iii) in respect of a Share and/or Underlying Share, an amount per Share and/or Underlying Share which the Determination Agent determines should be characterised as an extraordinary dividend;

(iv) a call by the Share Company or Underlying Share Company, as appropriate, in respect of the relevant Shares and/or Underlying Share that is not fully paid;

(v) a repurchase by the Share Company or Underlying Share Company, as appropriate, or any of its subsidiaries of the relevant Shares and/or Underlying Share whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;

(vi) in respect of the Share Company or Underlying Share Company, as appropriate, 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 the Share Company or Underlying Share Company, as appropriate, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock,

warrants, debt instruments or stock rights at a price below their market value, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights;

(vii) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares and/or Underlying Share; or

(viii) the making of any amendment or supplement to the terms of the Deposit Agreement, provided that an event under (i) to (vii) (inclusive) above in respect of the Underlying Share shall not constitute a Potential Adjustment Event unless, in the opinion of the Determination Agent, such event has a diluting or concentrative effect on the theoretical value of the Shares.'

(b) If the Determination Agent determines that:

(i) an event under (i) to (vii) (inclusive) of the definition of 'Potential Adjustment Event' has occurred in respect of any Underlying Share, the Determination Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Shares; or

(ii) an event under (viii) of the definition of 'Potential Adjustment Event' has occurred, the Determination Agent will determine whether such Potential Adjustment Event has an economic effect on the Securities;

and, in each case, the Determination Agent will make the corresponding adjustment(s), if any, to one or more of any variable relevant to the exercise, settlement, payment or other terms of the Securities as the Determination Agent determines appropriate to account for (x) in respect of an event under (i) to (vii) (inclusive) of the definition of 'Potential Adjustment Event', that diluting or concentrative effect, and (y) in respect of an event under (viii) of the definition of 'Potential Adjustment Event', such economic effect on the Securities, as the case may be (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) following the Potential Adjustment Event. The Determination Agent may (among other factors) have reference to any adjustment made by the Depository under the Deposit Agreement.

Any adjustment to the terms of the Securities following a Potential Adjustment Event shall take into account the economic cost of any taxes, duties, levies, fees or registration payable by or on behalf of the Issuer or any of its relevant Affiliates or a foreign investor charged on subscription, acquisition or receipt of any Shares or other securities received as a result of the Potential Adjustment Event, such calculations to be determined and carried out by the Determination Agent in good faith.

Notwithstanding the above, the Issuer may, alternatively, on giving notice to the Holders, elect, in lieu of the Determination Agent making an Adjustment in respect of a Potential Adjustment Event, to deliver to each Holder one or more additional Securities (the "**Adjustment Event Securities**") and/or pay to each Holder a cash amount (the "**Adjustment Event Amount**") to account for the diluting or concentrative effect of such Potential Adjustment Event. Where the Issuer elects to deliver Adjustment Event Securities, such Adjustment Event Securities will be issued on the same (or substantially the same) terms as the relevant Securities as the Determination Agent may determine. In such notice the Issuer will set out the amount of Securities to be delivered and/or cash to be paid and the manner in which such delivery and/or payment is to be made.

For the purpose of this General Condition 24, the General Condition 17.1 (*Potential Adjustment Events*) will not apply.

If the Determination Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer (where applicable) and the Holders that the relevant consequence shall be the early redemption or cancellation of the Securities, in which case, on such date as selected by the Determination Agent in its reasonable commercial discretion, the Issuer shall redeem the Securities upon prior notice made to the Holders, and the Issuer will cause to be paid to each Holder in respect of each Security held by it an amount equal to the Early Cash Settlement Amount (as defined in General Condition 65.1 (*Definitions*)).

(c) The definitions of 'Merger Event' and 'Tender Offer' shall be amended so that (x) all references to 'Shares' shall be deleted and replaced with the words 'Shares and/or the Underlying Share'; and (y) all references to 'Share Company' shall be deleted and replaced with the words 'Share Company or Underlying Share Company, as appropriate'. If the Determination Agent determines that a Merger Event or Tender Offer has occurred in respect of an Underlying Share, then where the Determination Agent makes an adjustment to the Securities in connection with a Merger Event or Tender Offer, the Determination Agent may (amongst other factors) have reference to any adjustment made by the Depository under the Deposit Agreement.

(d) The definitions of 'Nationalisation', 'Insolvency' and 'Delisting' shall be amended so that (x) all references to 'Shares' shall be deleted and replaced with the words 'Shares and/or the Underlying Share'; and (y) all references to 'Share Company' shall be deleted and replaced with the words 'Share Company or Underlying Share Company, as appropriate'.

If any of 'Nationalisation', 'Insolvency' or 'Delisting' occurs in respect of the Underlying Share or the Underlying Share Company, then the consequence of such events shall be interpreted consistently.

(e) The definition of 'Insolvency Filing' shall be amended so that (x) all references to 'Shares' shall be deleted and replaced with the words 'Shares and/or the Underlying Share'; and (y) all references to 'Share Company' shall be deleted and replaced with the words 'Share Company or Underlying Share Company, as appropriate'.

If 'Insolvency Filing' occurs in respect of the Underlying Share or the Underlying Share Company, then the consequence of such event shall be interpreted consistently.

(f) The definition of 'Announcement Date' to add at the end thereof the following:

'(c) in the case of a termination of the Deposit Agreement, the date of the first public announcement by the Depository that the Deposit Agreement is (or will be) terminated.'

(g) For the purpose of determining whether a Market Disruption Event has occurred in respect of the Share, the following amendments shall be deemed to be made to the General Conditions:

(i) each reference in the definition of 'Exchange Business Day', 'Scheduled Closing Time', 'Scheduled Trading Day', 'Trading Disruption', 'Exchange Disruption', 'Early Closure' and 'Disrupted Day', to the 'Exchange' shall be deemed to include a reference to the primary exchange or quotation system on which the Underlying Share is traded; and

(ii) the definition of 'Market Disruption Event', 'Trading Disruption' and 'Exchange Disruption' shall be amended so that (x) all references to 'Shares' shall be deleted and replaced with the words 'Shares and/or the Underlying Share'; and (y) all references to 'Share Company' shall be

deleted and replaced with the words 'Share Company or Underlying Share Company, as appropriate'. If the event described in such provisions occurs in respect of the Underlying Share or the Underlying Share Company, then the consequence of such event shall be interpreted consistently.

F. FUND LINKED CONDITIONS AND ADJUSTMENTS

The provisions set out in this Section F apply to Fund Linked Securities.

25. Adjustments to Valuation Dates and Reference Dates

25.1 Adjustments for non-Dealing Dates

In respect of any Fund, if (i) (subject to (ii)) any date specified to be subject to adjustment in accordance with this General Condition 25 would otherwise fall on a day that is not a Dealing Date in respect of such Fund, or (ii) the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$', the 'Underlying Performance Type$_{(Autocall)}$' or the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket', 'Best-of', 'Worst-of', 'Outperformance', 'Rainbow Basket' or 'Rainbow Weighted Profile' and such date is not a Dealing Date in respect of such Fund and such Fund is one of the Funds in the Fund Basket, then:

(a) in respect of each Security for which the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$', the 'Underlying Performance Type$_{(Autocall)}$' or the 'Underlying Performance Type$_{(Settlement)}$' to be 'Single Asset', such date shall be postponed to the next day that is a Dealing Date in respect of such Fund; or

(b) in respect of each Security for which the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$', the 'Underlying Performance Type$_{(Autocall)}$' or the 'Underlying Performance Type$_{(Settlement)}$' to be 'Best-of', 'Worst-of', 'Outperformance', 'Basket', 'Rainbow Basket' or 'Rainbow Weighted Profile', such date shall be postponed to the next day that is a Common Dealing Date. For such purpose, "**Common Dealing Date**" means, in respect of more than one Fund and Fund Basket, each day which is a Dealing Date for every such Fund in the Fund Basket.

Any day which is specified as a Valuation Date or Reference Date, following any adjustment pursuant to this General Condition 25.1, a "**Scheduled Valuation Date$_{(Reference\ Dealing\ Date)}$**" or a "**Scheduled Reference Date$_{(Reference\ Dealing\ Date)}$**", respectively. For the avoidance of doubt, if a Valuation Date or Reference Date has not been subject to adjustment pursuant to this General Condition 25.1, a "**Scheduled Valuation Date$_{(Reference\ Dealing\ Date)}$**" shall mean the Valuation Date (as originally specified) or a "**Scheduled Reference Date$_{(Reference\ Dealing\ Date)}$**" shall mean the Reference Date (as originally specified), respectively.

25.2 Adjustments for NAV Deadline Date and Disrupted Days

(a) **Valuation Dates**

If, in respect of any Scheduled Valuation Date$_{(Reference\ Dealing\ Date)}$ and a Fund, such day is not the NAV Deadline Date, then:

(i) if there is only one Fund, the relevant Valuation Date shall be postponed to the next day that is the NAV Deadline Date.

(ii) if there is more than one Fund:

(A) in respect of each Fund for which the Scheduled Valuation Date$_{(Reference\ Dealing\ Date)}$ is the NAV Deadline Date in respect of such Fund and such Scheduled Valuation Date$_{(Reference\ Dealing\ Date)}$, the

Scheduled Valuation Date(Reference Dealing Date) shall be the Valuation Date; and

(B) in respect of each Fund for which the Scheduled Valuation Date(Reference Dealing Date) is not the NAV Deadline Date in respect of such Fund and such Scheduled Valuation Date(Reference Dealing Date), the relevant Valuation Date shall be postponed to the NAV Deadline Date.

If the NAV Deadline Date in respect of a Fund and such Scheduled Valuation Date(Reference Dealing Date) is not a Disrupted Day in respect of such Fund and such Scheduled Valuation Date(Reference Dealing Date), then the relevant Valuation Date shall continue to be the NAV Deadline Date in respect of the Scheduled Valuation Date(Reference Dealing Date) and such Fund.

If the NAV Deadline Date in respect of a Fund and such Scheduled Valuation Date(Reference Dealing Date) is a Disrupted Day in respect of such Fund and such Scheduled Valuation Date(Reference Dealing Date), then the Determination Agent may in its reasonable discretion estimate, in a commercially reasonable manner, the Net Asset Value of such Fund in respect of the Scheduled Valuation Date(Reference Dealing Date) based on the then available information, and such estimate, if any, shall be the 'Net Asset Value' or 'NAV' of the Fund in respect of such Valuation Date.

If, the Determination Agent does not in its reasonable commercial discretion estimate the Net Asset Value on the NAV Deadline Date, it may in its reasonable commercial discretion (I) estimate the Net Asset Value on any subsequent Disrupted Day in respect of such Fund and in respect of such Scheduled Valuation Date(Reference Dealing Date), or (II) estimate the Net Asset Value on any subsequent Disrupted Day in respect of such Fund and in respect of any Dealing Date falling after the Scheduled Valuation Date(Reference Dealing Date)), or (III) determine to accept as the 'Net Asset Value' or 'NAV' of the Fund in respect of such Scheduled Valuation Date(Reference Dealing Date) and related Valuation Date any subsequent publication of net asset value of the Fund by the Fund Administrator in respect of such Scheduled Valuation Date(Reference Dealing Date) or any subsequent Dealing Date. In the case of each of (I), (II) and (III) above, any such estimate by the Determination Agent of the Net Asset Value or acceptance by the Determination Agent of net asset value published by the Fund Administrator will be deemed to be the 'Net Asset Value' or 'NAV' of the Fund in respect of the relevant Valuation Date. For the avoidance of doubt, the 'Net Asset Value' or 'NAV' of the relevant Fund in respect of a Valuation Date shall be the 'Net Asset Value' or 'NAV' of the relevant Fund calculated in respect of the Scheduled Valuation Date(Reference Dealing Date), (or other Dealing Date determined in accordance with (II) or (III) above, as applicable) notwithstanding that the related Valuation Date may fall on a date which falls after the Scheduled Valuation Date(Reference Dealing Date), (or other Dealing Date determined in accordance with (II) or (III) above, as applicable).

(b) **Reference Dates**

If, in respect of any Scheduled Reference Date(Reference Dealing Date) and a Fund, such day is not the NAV Deadline Date, then:

(i) if there is only one Fund, the relevant Reference Date shall be postponed to the next day that is the NAV Deadline Date.

(ii) if there is more than one Fund:

(A) in respect of each Fund for which the Scheduled Reference Date(Reference Dealing Date) is the NAV Deadline Date in respect of such Fund and such Scheduled Reference Date(Reference Dealing Date), the

Scheduled Reference Date$_{\text{(Reference Dealing Date)}}$ shall be the Reference Date; and

(B) in respect of each Fund for which the Scheduled Reference Date$_{\text{(Reference Dealing Date)}}$ is not the NAV Deadline Date in respect of such Fund and such Scheduled Reference Date$_{\text{(Reference Dealing Date)}}$, the relevant Reference Date shall be postponed to the NAV Deadline Date.

If the NAV Deadline Date in respect of a Fund and such Scheduled Reference Date$_{\text{(Reference Dealing Date)}}$ is not a Disrupted Day in respect of such Fund and such Scheduled Reference Date$_{\text{(Reference Dealing Date)}}$, then the relevant Reference Date shall continue to be the NAV Deadline Date in respect of the Scheduled Reference Date$_{\text{(Reference Dealing Date)}}$ and such Fund.

If the NAV Deadline Date in respect of a Fund and such Scheduled Reference Date$_{\text{(Reference Dealing Date)}}$ is a Disrupted Day in respect of such Fund and such Scheduled Reference Date$_{\text{(Reference Dealing Date)}}$, then:

(i) if there is only one Fund:

(A) if the Final Terms specifies 'Omission' to be 'Applicable', such date will be deemed not to be a Reference Date for the purposes of determining the relevant Net Asset Value, provided that, if, through the operation of this provision, no Reference Date would occur in respect of such Underlying Asset, then the provisions of General Condition 25.2(a) (*Valuation Dates*) will apply for the purposes of determining the relevant Net Asset Value in respect of the final Reference Date; or

(B) if the Final Terms specifies 'Postponement' to be 'Applicable', the provisions of General Condition 25.2(a) (*Valuation Dates*) will apply for the purposes of determining the Net Asset Value in respect of that Reference Date irrespective of whether, pursuant to such determination, that deferred Reference Date would fall on a day that already is or is deemed to be a Reference Date; or

(ii) if there is more than one Fund, the relevant Reference Date shall continue to be the NAV Deadline Date in respect of the Scheduled Reference Date$_{\text{(Reference Dealing Date)}}$ and such Fund where such NAV Deadline Date is not a Disrupted Day in respect of the Scheduled Reference Date$_{\text{(Reference Dealing Date)}}$ and such Fund, but in respect of each other Fund:

(A) if the Final Terms specifies 'Omission' to be 'Applicable', the Scheduled Reference Date (Adjusted) will be deemed not to be a Reference Date for the purposes of determining the relevant Net Asset Value for such Fund, provided that, if, through the operation of this provision, no Reference Date would occur in respect of any such Fund, then the provisions of General Condition 25.2(a) (*Valuation Dates*) will apply for the purposes of determining the relevant Net Asset Value of such Fund in respect of the final Reference Date; or

(B) if the Final Terms specifies 'Postponement' to be 'Applicable', the provisions of General Condition 25.2(a) (*Valuation Dates*) will apply for the purposes of determining the relevant Net Asset Value of such Fund in respect of that Scheduled Reference Date$_{\text{(Reference Dealing Date)}}$ irrespective of whether, pursuant to such determination, that deferred Reference Date would fall on a day that already is or is deemed to be a Reference Date.

For the avoidance of doubt, the 'Net Asset Value' or 'NAV' of the relevant Fund in respect of a Reference Date shall be the 'Net Asset Value' or 'NAV' of the relevant Fund calculated in respect of the Scheduled Reference Date$_{\text{(Reference Dealing Date),}}$ (or other Dealing Date determined in accordance with (II) or (III) of General Condition 25.2(a) (*Valuation Dates*), as applicable) notwithstanding that the related Reference Date may fall on a date which falls after the Scheduled Reference Date$_{\text{(Reference Dealing Date),}}$ (or other Dealing Date determined in accordance with (II) or (III) of General Condition 25.2(a) (*Valuation Dates*), as applicable).

25.3 **Related definitions**

The following terms have the following meanings in these Conditions:

"**Disrupted Day**" means, in respect of a Fund and a Scheduled Valuation Date$_{\text{(Reference Dealing Date)}}$, 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$_{\text{(Reference Dealing Date)}}$.

"**Market Disruption Event**" means, in respect of a Fund:

(a) and any day which is the NAV Deadline Date in respect of a Dealing Date and the related Valuation Date, the Fund Administrator fails to calculate and publish the Net Asset Value of such Fund in respect of such Dealing Day on such NAV Deadline Date. Thereafter, such Market Disruption Event shall be deemed to be continuing on each Business Day until the 'Net Asset Value' or 'NAV' for the related Valuation Date (and in respect of the original Dealing Date or subsequent Dealing Date, as applicable) is determined in accordance with the provisions of General Condition 25.2(a) (*Valuation Dates*); or

(b) the Determination Agent is unable to determine any amount or rate required to be determined by it pursuant to the Conditions of the Securities on any Business Day due to market conditions including, but not limited to: (i) market volatility, (ii) market liquidity and (iii) regulatory or artificial market limitations. Such Market Disruption Event shall be deemed to be continuing until the Determination Agent determines the relevant amount or rate required to be determined by it pursuant to the Conditions of the Securities.

For the purpose of this definition, the Net Asset Value shall be deemed to have been 'published' on a Business Day if such Net Asset Value has been received by the Determination Agent from the Fund Administrator by 4:00 p.m., London time, on such Business Day. If, for any reason, such Net Asset Value is received by the Determination Agent from the Fund Administrator after 4:00 p.m., London time, or on a day that is not a Business Day, it will be deemed to have been 'published' on the following Business Day. The term 'publication' shall be construed accordingly.

"**NAV Deadline Date**" means, in respect of a Fund and a relevant Dealing Date, the expected date of publication of the net asset value of the Fund by the Fund Administrator in respect of such Dealing Date pursuant to the Fund Documents (as determined by the Determination Agent); unless otherwise specified in the Final Terms, the NAV Deadline Date in respect of a Fund and a relevant Dealing Date shall be the first Business Day following such Dealing Date.

26. **Fund Events**

The occurrence of any one or more of the events listed below (unless specified not to be applicable in the Final Terms) in respect of any Fund (and, in the case of a Fund Basket, in respect of one or more Funds), occurring at any time after the Trade Date, (i) (for non-Belgian Securities) may, in the discretion of the Determination Agent, or (ii) (for Belgian Securities) shall, constitute a "**Fund Event** " provided that:

(A) in respect of Securities other than Belgian Securities, in the reasonable opinion of the Determination Agent, such event or combination of events has had, or can be expected to have, a material adverse effect on the Securities or on the Issuer (including, without limitation, any adverse change to the Issuer's hedging risk profile or ability to effectively hedge its liability under the Securities); or

(B) in respect of Belgian Securities, in the reasonable opinion of the Determination Agent, (i) such event or combination of events has had, or can be expected to have, a material adverse effect on the Securities by significantly altering the economic objective and rationale of the Securities from those that existed on the Trade Date and (ii) the Issuer is not responsible for the occurrence of such events. For the avoidance of doubt, the impact of any of the below events on the Issuer's hedging arrangements in respect of the Securities shall not be a relevant factor in the determination of whether or not the particular event(s) constitutes a 'Fund Event'.

None of the Determination Agent or the Issuer shall be under any obligation to actively monitor whether or not any of the events listed below has occurred and accepts no liability therefor.

The determination as to the occurrence of a Fund Event shall be made by the Determination Agent. If an event or factual circumstance is capable of constituting any of a Fund Event, a Potential Adjustment of Payment Event or an Additional Disruption Event, the Determination Agent will determine whether such event or circumstance shall constitute a Fund Event, a Potential Adjustment of Payment Event or an Additional Disruption Event.

26.1 **Circumstances concerning the Fund Services Providers/corporate governance**

(a) The Fund or any Fund Services Provider ceases to exist or is subject to an Insolvency Event.

"**Insolvency Event**", with respect to an entity, means that such entity (1) is dissolved or has a resolution passed for its dissolution, winding-up or official liquidation (other than pursuant to a consolidation, amalgamation or merger); (2) makes a general assignment or arrangement with or for the benefit of its creditors; (3) (i) 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 (ii) 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 clause (i) 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 in each case within fifteen days of the institution or presentation thereof; (4) 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 of its assets; (5) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (6) 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 (1) to (5) above.

(b) There is a change, resignation, termination or replacement of any Fund Services Provider at any time following the Trade Date.

(c) There is a change of control or indirect control of any Fund Services Provider at any time following the Trade Date.

(d) The resignation, termination, replacement or death of any key person (as may be specified in the Final Terms) has occurred since the Trade Date.

26.2 **Circumstances concerning strategy profile/valuation/information**

(a) **Risk Profile**

(i) There is any material modification of the risk profile of the Fund from its risk profile prevailing on the Trade Date by reason of, but not limited to, a change or reduction in the type of assets in which the Fund invests or a reduction of the average liquidity of the assets of the Fund.

(ii) There is any variation to, or deviation from, the Investment Guidelines of the Fund at any time following the Trade Date which affects or is likely to affect the Net Asset Value of the Fund Shares or the rights or remedies of any holders thereof.

(iii) A breach of the Investment Guidelines occurs which affects or is likely to affect the Net Asset Value of the Fund Shares or the rights or remedies of any holders thereof.

(iv) Any security, financing arrangement, derivative, collateral, credit support arrangement or other trading, dealing or comparable arrangement entered into by or on behalf of the Fund is, as applicable, enforced or terminated early or becomes capable of being enforced or terminated early, in each case by reason of any event of default (howsoever described).

(b) **Dealing terms**

(i) There is any change to the dealing or investment terms of the Fund or the Fund Shares.

(ii) The ability of an investor to subscribe for, redeem or transfer Fund Shares is suspended, restricted or made subject to limitations.

(iii) The Fund settles or attempts to settle any redemption of Fund Shares by effecting an in specie transfer of assets.

(iv) The subscription, redemption or transfer of Fund Shares is subject to any form of charge, fee or levy, howsoever described.

(v) There is a delay of five Business Days or longer (as calculated from the expected settlement date for any redemption proceeds as of the redemption date) in the payment of the proceeds of any redemption of Fund Shares.

(vi) The Fund exercises any right to hold back any part or the whole of the proceeds of any redemption of Fund Shares.

(vii) The Fund Shares are the subject of a compulsory redemption.

(viii) The Fund exercises or seeks to exercise any right to require the return of redemption proceeds.

(ix) The realisable value at which any subscription, redemption or transfer order is executed by the Fund differs from the relevant Net Asset Value published by the Fund Administrator.

In respect of Belgian Securities only, each of the events described in (i) to (ix) above shall only constitute a "Fund Event" if such event would apply equally to all investors in the same class of Fund Shares in the same situation (for the avoidance of doubt, in

addition to fulfilling the criteria stipulated in paragraph (B) at the beginning of this General Condition 26).

(c) **Valuation**

(i) A Market Disruption Event has occurred and is ongoing for more than five Business Days.

(ii) There is a modification of the method of calculating the Net Asset Value, including, but not limited to, a change in the base currency of the Fund, the denomination or currency of the Fund Shares, or the implementation of 'series accounting' or 'equalisation', howsoever described.

(iii) There occurs any suspension of or limitation on the trading of the relevant currencies in which the Fund Shares are denominated.

(iv) There occurs any event (including in case of any gate, deferral, suspension or other provisions in the Fund Documents permitting the Fund to delay or refuse subscription and/or redemption orders) which precludes the calculation and/or publication of the official Net Asset Value by the Fund (or the Fund Services Provider generally in charge of calculating such official Net Asset Value).

(v) There is a change in the frequency or timing of the calculation or publication of the Net Asset Value.

(vi) There is a failure by the Fund to pay in cash the full amount of the redemption proceeds on the date by which the Fund was scheduled to have paid such amount and which makes it impossible or impracticable for the Determination Agent to determine the Net Asset Value, including without limitation due to (1) the transfer of all illiquid assets of such Fund to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Shares (side pocket), (2) the restriction on the amount or number of redemption orders that the Fund (or the Fund Services Provider generally in charge of accepting redemption orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (3) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Services Provider generally in charge of accepting subscription and redemption orders), or (4) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund's statutory auditors (holdback), in each case whether these events are imposed by the Fund without being envisaged in the Fund Documents on the Trade Date or are already envisaged by the Fund Documents on the Trade Date and are solely implemented by the Fund after such date.

(vii) Any information relating to the Fund that was specified to be published in accordance with the Fund Documents as they prevailed on the Trade Date is not published in accordance with the timetable set out therein.

In addition, the events described in (viii) and (ix) below shall apply to Securities other than Belgian Securities:

(viii) The Fund Administrator uses asset prices provided by the Fund Manager to calculate the net asset value of the Fund when such asset prices could have been obtained from independent sources and the asset prices from independent sources diverge from the asset prices provided by the Fund Manager.

(ix) The Determination Agent determines that it has become impossible or impracticable for it to determine the Net Asset Value due to any reasons (which is beyond the control of a Hypothetical Investor) other than the events set out in (i) to (viii) above.

(d) **Information on the reference asset(s) of the Fund/Fund Manager**

The events described in (i) and (ii) below shall apply to Securities other than Belgian Securities:

(i) The Fund fails to deliver, or cause to be delivered, (1) information that the Fund has agreed to deliver, or cause to be delivered to a Hypothetical Investor or (2) information that has been previously delivered to a Hypothetical Investor in accordance with the normal practice of the Fund or its authorised representative, and in each case, the Determination Agent (acting reasonably) considers such information necessary for its determinations (including, without limitation, whether a Fund Event has occurred hereunder) and in the execution of its duties and obligations with respect to the Securities.

(ii) The Issuer does not receive such information relating to the underlying investments of the Fund (and/or any investments of such underlying investments) from the relevant Fund Services Provider as the Issuer requires to ensure the compliance of Barclays PLC and its subsidiaries with their reporting obligations pursuant to the United States Bank Holding Company Act of 1956 (as amended), the United States Federal Reserve Act or any analogous State or Federal laws or regulations of the United States of America.

(e) **Performance/AUM Stability**

(i) The total net asset value of the Fund falls below either EUR 50,000,000 (or the equivalent amount in the relevant currency) or 50 per cent of its total net asset value in the immediately preceding 12-month period.

(ii) If, on any day, the total value of the assets managed by the Fund Manager (including the Fund) has decreased by 50 per cent or more from its highest total value during the immediately preceding 12-month period.

(iii) The total assets under management of the Fund reduce to an amount which, in the determination of the Determination Agent, has led or would lead to the total number and/or aggregate Net Asset Value of Fund Shares held, or that would be held, by the Issuer or an Affiliate, being more than the Holding Threshold of the aggregate of the number of Fund Shares in issue by the Fund and/or the total assets under management of the Fund. "**Holding Threshold**" means 10 per cent. unless otherwise defined in the Final Terms.

26.3 **Legal/tax/regulatory matters on the overall transaction or hedge implementation**

(a) There is any change in the legal, tax, accounting or regulatory treatment of the Fund or any Fund Services Provider that is reasonably likely to have an adverse impact on the value of the Fund Shares or on the rights or remedies of any investor therein.

(b) There is an introduction or change of law, regulation or accounting practice or the application or interpretation of any law, regulation or accounting practice, to such extent that the continued performance of its obligations hereunder would have an effect on the Issuer and/or any Affiliate (including, but not limited to, the Issuer's and/or any Affiliate's balance sheet usage or the maintenance of regulatory capital in relation to the issuance of the Securities) or the Determination Agent or the Securities.

(c) The Fund or any Fund Services Provider becomes party to any litigation, dispute or legal proceedings which may have an adverse impact on the value of the Fund Shares or on the rights or remedies of any holder of Fund Shares.

In addition, the events described in (d) and (e) below shall apply to Securities other than Belgian Securities:

(d) The Issuer and/or any Affiliate would have to redeem all or a portion of the Fund Shares which may be held by it in order to comply with or remain within any applicable internal, legal and/or regulatory limits.

(e) It becomes unlawful in any applicable jurisdiction for the Issuer or the Determination Agent to perform any of its obligations in respect of the Securities.

26.4 **Fund governance, authorisations, representations and investigations**

(a) The activities of the Fund, the Fund Manager, any key person (as may be specified in the Final Terms), the Fund Administrator or the Fund Custodian becomes subject to any investigation, review, proceeding or litigation by any governmental, legal, administrative or regulatory authority for reasons of any alleged wrongdoing, breach of any rule or regulation or other similar reason.

(b) The Fund, the Fund Manager, the Fund Administrator or the Fund Custodian has any relevant regulatory licence, authorisation, registration or approval cancelled, suspended, revoked, or removed.

(c) Any representation or statement made by the Fund Manager or the Fund within the Fund Documents proves to have been incorrect or misleading in any respect when made.

(d) The directors of the Fund or any Fund Service Provider are adjudged to have been guilty of fraud, wilful default or gross negligence by any governmental, legal, administrative or regulatory authority to whose rules they are subject.

26.5 **Miscellaneous**

The events described in (a) and (b) below shall apply to Securities other than Belgian Securities:

(a) Either the Fund or the Fund Manager fails to comply with any agreement concerning fees and liquidity of the Fund set out in any agreement which may be entered into by the Issuer or any Affiliate in connection with the hedging of the Securities, or terminates such agreement.

(b) Either the Fund or the Fund Manager ceases to comply with the Determination Agent's ongoing due diligence process or is deemed not acceptable as an underlying of structured products by the Determination Agent for internal policy reasons, including, without limitation, operational, credit, legal, reputational, accounting, tax, regulatory or regulatory capital reasons.

27. **Consequences of a Fund Event**

27.1 Following the occurrence of any Fund Event applicable to Fund Linked Securities that are not Belgian Securities, the Determination Agent shall notify the Issuer and the Holders of the occurrence of such Fund Event and the Issuer shall, as specified in the Final Terms:

(a) redeem or cancel the Fund Linked Securities in whole but not in part at their Early Cash Settlement Amount, determined by the Determination Agent and taking into account any fees, premiums and charges as may be payable by a Hypothetical Investor; or

(b) substitute the Fund Shares of the relevant Fund(s) (the "**Original Fund(s)** ") for the shares of another Fund(s), which, in the reasonable opinion of the Determination Agent, has a similar risk profile, strategy, dealing and valuation terms, geographical focus to, and close correlation with, the Original Fund the Fund Shares of which are the subject of substitution; or

(c) "monetise" the Fund Linked Securities, meaning that (i) the Issuer shall be excused from any future and/or contingent obligations under the Conditions to pay any amounts

and/or deliver Fund Shares under the Conditions which the Issuer would otherwise have been obliged to performed under the Conditions at any time subsequent to the Determination Agent's notification but for the occurrence of such Fund Event, and instead (ii) the Issuer shall discharge its obligations under the Securities and redeem the Securities in full by paying to the Holder of each outstanding Fund Linked Security its Monetisation Amount on the Scheduled Settlement Date; or

(d) treat the relevant Fund Event (unless specified as not applicable as an Additional Disruption Event in the Final Terms) as if an Additional Disruption Event had occurred in respect of the Fund Linked Security and take any necessary action in accordance with the applicable provisions of General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*), as the case may be, in respect of the Fund Linked Security.

27.2 Following the occurrence of any Fund Event applicable to Fund Linked Securities that are Belgian Securities, the Determination Agent shall notify the Issuer and the Holders of the occurrence of such Fund Event and the Issuer shall, as specified in the Final Terms:

(a) substitute the Fund Shares of the relevant Fund(s) (the "**Original Fund(s)** ") for the shares of another Fund(s), which, in the reasonable opinion of the Determination Agent, has a similar risk profile, strategy, dealing and valuation terms, geographical focus to, and close correlation with, the Original Fund the Fund Shares of which are the subject of substitution; or

(b) treat the relevant Fund Event (unless specified as not applicable as an Additional Disruption Event in the Final Terms) as if an Additional Disruption Event had occurred in respect of the Fund Linked Security and take any necessary action in accordance with the applicable provisions of General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*) and General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*), as the case may be, in respect of the Fund Linked Security.

27.3 Upon determining the occurrence of a Fund Event, the Issuer shall give notice as soon as practicable to the Holders, giving details of the Fund Event and the action to be taken in respect thereof.

27.4 For the purposes of this Section F, and notwithstanding any alternative definitions in General Condition 65.1 (*Definitions*), the following terms shall have the meanings as set out below:

"**Early Cash Settlement Amount**", in respect of Securities other than Belgian Securities, means an amount per Calculation Amount payable on the Early Cash Settlement Date, calculated by reference to the embedded financial instruments in respect of the Securities and taking into account the following factors as may be applicable:

(a) the realisable value per Fund Share at which the Determination Agent determines that a Hypothetical Investor would have been able to sell or otherwise realise its holding of Fund Shares in respect of a redemption of such Fund Shares effected as soon as reasonably practicable after the relevant Early Settlement Notice Date;

(b) if applicable, any change to the terms of arrangements relating to rebates receivable by the Issuer in respect of any physical or synthetic holdings of such Fund Shares held (or to which a synthetic exposure has been obtained) in connection with the Securities (which, for the avoidance of doubt, will reduce the Early Cash Settlement Amount);

(c) market factors, including (but not limited to) the prevailing level of volatility, interest rates and credit spreads; and

(d) any Early Settlement Costs (which, for the avoidance of doubt, will reduce the Early Cash Settlement Amount), and provided further that, if the Determination Agent determines that a Hypothetical Investor would not have received some or all of such proceeds of realisation by the Receipt Deadline (the "**Late Receipts**"), then, in determining the Early Cash Settlement Amount, the Determination Agent shall attribute a zero value to all such Late Receipts.

"**Early Cash Settlement Date**" means the date on which the Fund Linked Securities are redeemed or cancelled early, subject to adjustment in accordance with General Condition 33 (*Adjustments to Payment Dates*).

"**Early Settlement Costs**", in respect of Securities other than Belgian Securities, means an amount per Calculation Amount equal to the pro rata share of the total amount of any and all costs associated or incurred (or expected to be incurred) by (or on behalf of) the Issuer in connection with such early redemption or cancellation, including, without limitation, any costs associated with liquidating or amending any financial instruments or transactions entered into by the Issuer in connection with the Securities (including, but not limited to, hedge termination costs (if any) or funding breakage costs (if any), whether actual or notional), together with costs, expenses, fees or taxes incurred by the Issuer in respect of any such financial instruments or transactions and any costs associated with any Market Disruption Event.

"**Early Settlement Notice Date**" means, following the date on which the Determination Agent determines that a Fund Event or an Additional Disruption Event has occurred, the first date in respect of which a valid redemption notice could have been given for redemption of the Fund Shares by a Hypothetical Investor.

"**Monetisation Amount**" means, in respect of a Fund Linked Security other than a Belgian Security, an amount equal to the amount calculated in accordance with the following formula:

$$\text{Minimum Payment Amount} + [\text{Option Value} \times (1+r)^{\wedge n}]$$

where the following terms have the following meanings:

"**Minimum Payment Amount**" means the amount (if any) of any portion (or the entirety, as applicable) of the Final Cash Settlement Amount payable by the Issuer on the Scheduled Settlement Date which is a known amount, and/or which amount may be determined with certainty, at the time of issuance of the Securities on the Issue Date, and which is payable on the Scheduled Settlement Date without being subject to any condition or dependent on the level, rate, price, value, net asset value or other measure of performance of one or more Underlying Assets or on any other variable (including, without limitation, any foreign exchange rate) which is not known with certainty at the time of issuance of the Securities on the Issue Date. The Minimum Payment Amount is in relation to the payment of cash only (in any currency), and excludes any asset which may be physically delivered to the Holders. The Minimum Payment Amount will be determined by the Determination Agent at the time of issuance of the Securities on the Issue Date, and shall be unaffected by any subsequent default, adjustment, postponement or other event in relation to the Securities or the payment obligations of the Issuer under the Securities which was not in effect and not known at the time of issuance of the Securities on the Issue Date (or in the case of any subsequent Tranche of a Series, the Issue Date of the original Tranche of that Series), save that any subsequent amendment to the Conditions pertaining to the Minimum Payment Amount portion (if any) of the Final Cash Settlement Amount will amend the "Minimum Payment Amount" accordingly.

"**n**" means the remaining term of the Security expressed in years, calculated from the date of the determination by the Determination Agent that the Security

will be monetised following the Fund Event to the Scheduled Settlement Date, as determined by the Determination Agent;

"**Option**" means, in respect of the Security, the option component or embedded derivative(s) in respect of the nominal amount of the Security equal to the Calculation Amount which provides exposure to the Fund Share(s), the terms of which are fixed on the Trade Date in order to enable the Issuer to issue such Security at the relevant price and on the relevant terms. For the avoidance of doubt, the bond component in respect of the nominal amount of the Securities is excluded from the Option;

"**Option Value**" means, in respect of the Security, the value (if any) of the Option in respect thereof, subject to a minimum of zero, as calculated by the Determination Agent on the date of determination by the Determination Agent that the Security will be monetised following the Fund Event by reference to such factors as the Determination Agent considers to be appropriate including, without limitation:

(a) market prices or values of the Fund Share(s) and other relevant economic variables (such as: interest rates; dividend rates; financing costs; the value, price or level of the Fund Share(s) or other reference asset(s) and any futures or options relating to any of them; the volatility of the Fund Share(s) or other reference asset(s); and exchange rates (if applicable));

(b) the time remaining to maturity of the Security had it remained outstanding to scheduled maturity;

(c) internal pricing models; and

(d) prices at which other market participants might bid for the Option; and

"**r**" means the annualised interest rate that the Issuer offers on the date of determination by the Determination Agent that the Security will be monetised following the Fund Event for a debt security with a maturity equivalent to the Scheduled Settlement Date of the Security, taking into account the credit risk of the Issuer, as determined by the Determination Agent.

28. **Potential Adjustment of Payment Events**

The occurrence of any one or more of the events listed below (unless specified not to be applicable in the Final Terms) in respect of any Fund (and, in the case of a Basket of Funds, in respect of one or more Funds), at any time after the Trade Date, shall constitute a "**Potential Adjustment of Payment Event**", provided that, in respect of Belgian Securities only, (i) such event has had, or can be expected to have, a material adverse effect on the Securities by significantly altering the economic objective and rationale of the Securities from those that existed on the Trade Date and (ii) the Issuer is not responsible for the occurrence of such event:

(a) any subscription or redemption order placed by (x) (in respect of Securities other than Belgian Securities) a Hypothetical Investor or (y) (in respect of Belgian Securities) any investor in the relevant Fund Share is not executed in full;

(b) the realisable value actually paid or received by (x) (in respect of Securities other than Belgian Securities) a Hypothetical Investor or (y) (in respect of Belgian Securities) any investor seeking to either (i) subscribe in Fund Shares, or (ii) redeem any holding of Fund Shares differs from the Net Asset Value published by the Fund Administrator in respect of a Valuation Date, an Averaging Date or a Lookback Date (as the case may be);

(c) there occurs an event which has a dilutive or concentrative effect on the value of any Fund Share (including, but not limited to, a subdivision, consolidation or

reclassification of such Fund Share, or any dividend is paid or additional Fund Share(s) are issued to a holder of such Fund Share);

(d) there is a call on, or repurchase of, any Fund Share by the relevant Fund;

(e) any Fund settles or attempts to settle any redemption of Fund Shares (in whole or in part) by effecting an in specie transfer of assets;

(f) in respect of Securities other than Belgian Securities, an equalisation method is applied to any of the Fund Shares in accordance with the provisions of the relevant Fund Documents with respect to performance or incentive fees;

(g) in respect of Securities other than Belgian Securities, any Fund charges a subscription or redemption fee, howsoever characterised, at any time following the Trade Date; or

(h) in respect of Securities other than Belgian Securities, at any time following the Trade Date, there is a change to the terms of any arrangements relating to rebates receivable by the Issuer in respect of any physical or synthetic holdings of Fund Shares held (or to which a synthetic exposure has been obtained) in connection with the Securities.

The determination as to the occurrence of a Potential Adjustment of Payment Event shall be made by the Determination Agent. If an event or factual circumstance is capable of constituting any of a Fund Event, a Potential Adjustment of Payment Event or an Additional Disruption Event, the Determination Agent will determine whether such event or circumstance shall constitute a Fund Event, a Potential Adjustment of Payment Event or an Additional Disruption Event.

29. **Consequences of a Potential Adjustment of Payment Event**

29.1 Following the occurrence of a Potential Adjustment of Payment Event, the Determination Agent may make such adjustment to the Payment Amount or other parameters (including, without limitation, the NAV, the adjustment factor and/or the participation) as it considers appropriate to preserve:

(a) in respect of Securities other than Belgian Securities, the risk profile of the Issuer in respect of the Securities and the hedging arrangements (if any) entered into by the Issuer in respect of the Securities; or

(b) in respect of Belgian Securities, substantially the economic effect to the Holders of a holding of the relevant Security.

Any such adjustment to the Payment Amount, Net Asset Value, or other parameter shall be determined in respect of a Valuation Date or Reference Date (as the case may be) by the Determination Agent to reflect the economic impact of such event on the Securities. The Determination Agent has no obligation to actively monitor whether or not any of the Potential Adjustment of Payment Events has occurred or is likely to occur and accepts no liability therefor.

29.2 In respect of any adjustment to the Payment Amount made by the Determination Agent pursuant to this Fund Linked Condition, any portion of the proceeds arising from the full redemption of the relevant Fund Shares targeted to be effected on (i) in the case of the scheduled maturity or expiry of the Securities, the Final Valuation Date, (ii) in the case of early redemption or cancellation of the Securities other than automatic settlement (autocall), a Dealing Date as soon as reasonably practicable following the event giving rise to the early redemption or cancellation of the Securities, or (iii) in the case of an automatic settlement (autocall), the Autocall Valuation Date which the Determination Agent determines that (x) (in respect of Securities other than Belgian Securities) a Hypothetical Investor or (y) (in respect of Belgian Securities) any investor would not have received by the Receipt Deadline or the relevant Autocall Receipt Deadline (as the case may be) shall be regarded as having a zero value.

29.3 In respect of any adjustment to any Interest Amount made by the Determination Agent pursuant to this Fund Linked Condition, any portion of the proceeds arising from the partial redemption of the relevant Fund Shares targeted to be effected on the relevant Interest Valuation Date which the Determination Agent determines that (x) (in respect of Securities other than Belgian Securities) a Hypothetical Investor or (y) (in respect of Belgian Securities) any investor would not have received by the relevant Interest Receipt Deadline shall be regarded as having a zero value.

29.4 In respect of Belgian Securities only, the Holders will not be charged any costs (such as settlement costs) by or on behalf of the Issuer to change the terms and conditions of the Securities.

30. **Consequences of an FX Disruption Event**

If 'FX Disruption Event' is specified as applying in the Final Terms, upon the occurrence of an FX Disruption Event, the Issuer may, in its discretion, take any one or more of the actions described below:

(a) make payment of the relevant Payment Amount and/or any other amount payable by the Issuer pursuant to the Conditions in the Specified Currency instead of the Settlement Currency the amount payable in the Specified Currency being determined by the Determination Agent; or

(b) postpone the relevant Payment Date or any other relevant date, as the case may be, and/or payment of any amount payable by the Issuer pursuant to the Conditions until, in the determination of the Determination Agent, an FX Disruption Event is no longer subsisting,

provided that, in respect of Securities other than Belgian Securities, the Issuer may, in addition to or in lieu of taking any of the actions described in (a) and (b) above, deduct an amount calculated by the Determination Agent as representing the applicable charge or deduction arsing in connection with the FX Disruption Event from the relevant Payment Amount and/or any other amount payable by the Issuer pursuant to the relevant terms and Conditions.

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 (save for Securities which are Belgian Securities) hedge the Securities which are not Belgian Securities.

31. **Physical Settlement**

Unless otherwise specified in the Final Terms, the Securities will be redeemed in cash and the Holder will have no right to receive delivery of the Fund Shares. Where the Final Terms specifies 'Settlement Method' to be 'Cash or Physical', the provisions relating to physical settlement in General Condition 7 (*Settlement*) shall apply.

32. **Additional Disruption Events**

Save for Fund Linked Securities that are Belgian Securities, Hedging Disruption shall constitute an Additional Disruption Event with respect to each Series of Fund Linked Securities.

33. **Adjustments to Payment Dates**

In respect of any Payment Date of Fund Linked Securities or Hybrid Basket Linked Securities (inc Funds) (in either case that are not Belgian Securities), if the related Adjusted Payment Date (if any) falls after the related scheduled Payment Date, then the Payment Date shall be postponed to fall on the Adjusted Payment Date. No interest shall accrue or be payable in respect of any such postponement.

For purposes of the above, "**Adjusted Payment Date**" means, in respect of a Payment Date, the Business Day falling a Specified Number of Business Days after the applicable Proceeds Receipt Date or Interest Proceeds Receipt Date or Autocall Proceeds Receipt Date, provided that, where a Hypothetical Investor would not have received payment in full in respect of a redemption of Fund Shares (or, in the case of a Fund Basket, all Fund Shares in respect of each Fund) by the applicable Receipt Deadline, Interest Receipt Deadline or Autocall Receipt Deadline, then the Business Day falling a Specified Number of Business Days after the applicable Receipt Deadline or Interest Receipt Deadline or Autocall Receipt Deadline shall be deemed to be the Adjusted Payment Date. "**Payment Date**" means each of the Scheduled Settlement Date, the Autocall Settlement Dates, the Interest Payment Dates and any other payment dates which are expressed to be subject to adjustment in accordance with this General Condition 33.

G. BARCLAYS INDEX LINKED CONDITIONS AND ADJUSTMENTS

The provisions set out in this Section G apply to Barclays Index Linked Securities.

34. **Index Modification, Cancellation, Disruption or Adjustment Event**

34.1 **Index Adjustment Events**

If:

(a) on or prior to any date on which the level of a Barclays Index is to be calculated, including, without limitation, any Reference Date or Valuation Date (a "**Determination Date**"), the Index Sponsor announces that it will make a change in the formula for or the method of calculating the relevant Barclays Index or in any other way materially modifies such Barclays Index (other than a modification prescribed in that formula or method to maintain that Barclays Index in the event of changes in relevant Components and other routine events) (an "**Index Modification**") or permanently cancels the Barclays Index and no Successor Index exists (an "**Index Cancellation**");

(b) on any Determination Date in respect of Barclays Index Linked Securities the Index Sponsor fails to calculate and announce such Barclays Index (an "**Index Disruption**" (provided that, in such case, the Determination Agent may determine that a Disrupted Day has occurred instead)); or

(c) where the Fund Component Linked Conditions are applicable, a Fund Component Event occurs (a Fund Component Event, together with an Index Disruption, an Index Modification and an Index Cancellation, each an "**Index Adjustment Event**"),

then the Determination Agent shall determine if such Index Adjustment Event has a material effect on the relevant Barclays Index Linked Securities and, if so, shall calculate the level of that Barclays Index in respect of the relevant Determination Date by using, in lieu of a published level for the relevant Barclays Index, the level for that Barclays Index as at that Determination Date as determined by the Determination Agent in accordance with the formula for and method of calculating that Barclays Index last in effect prior to that Index Adjustment Event, but using only those Components that constituted the relevant Barclays Index immediately prior to that Index Adjustment Event, and, for which purpose, any determination of the value of any Component shall be made by reference to such source(s) as the Determination Agent, acting in good faith and in a commercially reasonable manner, determines appropriate, provided always that:

(A) in the case of Index Cancellation, if a Pre-nominated Index has been specified in the Final Terms in respect of the cancelled Barclays Index, the cancelled Barclays Index shall be replaced by such Pre-nominated Index with effect from the date as determined by the Determination Agent and the Pre-nominated Index will be deemed to be the Barclays Index with effect from such date. The Determination Agent may make such adjustments, if any, to any one or more of the Conditions or other terms of the Barclays Index Linked Securities, including without limitation, any Condition or term relevant to the settlement or payment under the Barclays Index Linked Securities, as the Determination Agent determines appropriate to preserve the economics of the Securities to account for such replacement (including, without limitation, any adjustment which the Determination Agent determines is appropriate in order to (i) reduce or eliminate to the extent reasonably practicable any transfer of economic value from the Issuer to the Holders or vice versa as a result of such replacement, including as a result of a different term structure or methodology, and (ii) in respect of any Barclays Index Linked Securities that are Belgian Securities, preserve substantially the economic effect to the Holders of a holding of the relevant Barclays Index Linked Securities); or

(B) if the Determination Agent determines that it is unable, or can no longer continue, to calculate the Barclays Index (or, in the case of Index Cancellation, the cancelled Barclays Index is not replaced with a Pre-nominated Index), the Determination Agent may:

(i) deem such Index Adjustment Event to constitute an Additional Disruption Event for the purposes of these provisions and shall adjust, redeem, cancel and/or take any other necessary action in accordance with the applicable provisions of General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*) and General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*), as the case may be, in respect of the Barclays Index Linked Securities; or

(ii) determine to replace the Barclays Index with (1) if a Pre-nominated Index is specified in the Final Terms, such Pre-nominated Index, or (2) if no Pre-nominated Index is specified in the Final Terms, another index or basket of indices (as applicable) (such Pre-nominated Index or replacement Index, the "**Replacement Index**") selected by the Determination Agent (acting in good faith and in a commercially reasonable manner) to be reasonably comparable to the original Barclays Index, with effect from the date as determined by the Determination Agent, and the Replacement Index will be deemed to be the Barclays Index (subject to modification if the Replacement Index comprises a basket of indices) with effect from such date. The Determination Agent may make such adjustments, if any, to any one or more of the Conditions or other terms of the Barclays Index Linked Securities, including without limitation, any Condition or term relevant to the settlement or payment under the Barclays

Index Linked Securities, as the Determination Agent determines appropriate to preserve the economics of the Securities to account for such replacement (including, without limitation, any adjustment which the Determination Agent determines is appropriate in order to (i) reduce or eliminate to the extent reasonably practicable any transfer of economic value from the Issuer to the Holders or vice versa as a result of such replacement, including as a result of a different term structure or methodology, and (ii) in respect of any Barclays Index Linked Securities that are Belgian Securities, preserve substantially the economic effect to the Holders of a holding of the relevant Barclays Index Linked Securities).

34.2 **Successor Index Sponsor or substitution of Barclays Index with substantially similar calculation**

If a Barclays Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the "**Successor Index Sponsor**") acceptable to the Determination Agent or (ii) replaced by a successor index (the "**Successor Index**") using, in the determination of the Determination Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Barclays Index, then (1) the index as calculated and announced by the Successor Index Sponsor or (2) the Successor Index, will be deemed to be the Barclays Index. In such case, the Determination Agent may, acting in good faith and in a commercially reasonable manner, adjust any of the Conditions of the Barclays Index Linked Securities that it determines as appropriate to preserve the economics of the Securities to account for such successor and, in respect of any Barclays Index Linked Securities that are Belgian Securities, preserve substantially the economic effect to the Holders of a holding of the relevant Barclays Index Linked Securities.

34.3 **Correction of a Barclays Index**

If the level of a Barclays Index published on any Determination Date and used or to be used by the Determination Agent to determine the relevant Barclays Index level is subsequently corrected and the correction is published by the Index Sponsor or a Successor Index Sponsor no later than the second Business Day prior to the next date upon which any payment referencing or derived from the level of the Barclays Index shall be made by the Issuer, the Determination Agent shall recalculate the relevant Settlement Amount, Entitlement or other relevant amount, as the case may be, using such corrected level of the relevant Barclays Index and, to the extent necessary, will adjust any relevant terms of the Barclays Index Linked Securities to account for such correction. The Determination Agent shall notify the Issuer and the Issue and Paying Agent shall notify the Holders of (i) that correction and (ii) the amount, if any, that is payable as a result of that correction and (iii) any adjustment being made.

Notwithstanding the foregoing, where the Determination Agent determines that the level of a Barclays Index published or announced on a Determination Date and used or to be used by it to determine any amounts in respect of such Determination Date is expected to be subsequently corrected, then the Determination Agent may delay the determination or calculation of such amounts in respect of such Determination Date and instead notify the Issuer and the Issue and Paying Agent shall notify the Holders of the expected correction, provided that the Determination Agent shall make its determination or calculation of the level of the Barclays Index no later than two Business Days prior to the next date upon which any payment shall be made by the Issuer. Save in respect of Belgian Securities, no additional amounts shall be payable as a result of such delay.

34.4 **Manifest error in Index Calculation**

Notwithstanding anything to the contrary herein, if, in respect of any Determination Date, there is, in the reasonable opinion of the Determination Agent, a manifest error in the calculation of a Barclays Index by the Index Sponsor (as manifested in the level of the Barclays Index published by the Index Sponsor), the Determination Agent may calculate the level of such Barclays Index for such date in lieu of using the level published in respect of such date by the Index Sponsor. Such calculation will be determined in accordance with the methodology and formula for calculating the Barclays Index used by the Index Sponsor last in

effect prior to the manifest error occurring. Where the Determination Agent calculates the level of the Barclays Index in accordance with this paragraph, it shall give notice in writing to the Holder(s) in accordance with General Condition 57 (*Notices*) of the level of the Barclays Index so calculated no later than ten Business Days after the relevant Determination Date.

If the Index Sponsor continues to calculate the Barclays Index with manifest error for more than three Scheduled Trading Days, then the Determination Agent may make adjustments to the terms of the Barclays Index Linked Security, including, without limitation, selecting an alternative index to replace the Barclays Index and/or replicating the Components of the relevant Barclays Index and/or continuing to calculate the Barclays Index in accordance with the methodology and formula for calculating the Barclays Index used by the Index Sponsor last in effect prior to the manifest error occurring and/or adjusting the Components of the Barclays Index and their weightings, provided that any adjustments to the terms of a Barclays Index Linked Security that is a Belgian Security shall preserve substantially the economic effect to the Holders of a holding of such Barclays Index Linked Security. Where the Determination Agent makes any adjustment(s) in accordance with this paragraph, it shall give notice in writing to the Holder(s) in accordance with General Condition 57 (*Notices*) as soon as is reasonably practicable after making such adjustment(s).

For the avoidance of doubt, where a correction to the level of the Barclays Index is published by the Index Sponsor as described in General Condition 34.3 (*Correction of a Barclays Index*) after the Determination Agent has calculated the level of the Barclays Index pursuant to this General Condition 34.4, the Determination Agent may, notwithstanding any such calculation, recalculate the relevant Settlement Amount, Entitlement or other relevant amount, as the case may be, using such corrected level of the relevant Barclays Index. The Determination Agent shall give notice in writing to the Holder of such recalculation no later than ten Business Days after the correction to the level of the Barclays Index is published by the Index Sponsor.

Where such correction is published after the Determination Agent has adjusted the terms of the Barclays Index Linked Security pursuant to this General Condition 34.4, General Condition 34.3 (*Correction of a Barclays Index*) shall not apply and the terms of the adjustment in accordance with this General Condition 34.4 shall prevail.

35. **Adjustments of Determination Dates for non-Scheduled Trading Days**

In respect of any Barclays Index, if (i) (subject to (ii)) any Determination Date specified to be subject to adjustment in accordance with this General Condition 35 would otherwise fall on a day that is not a Scheduled Trading Day in respect of such Barclays Index, or (ii) the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$', the 'Underlying Performance Type$_{(Autocall)}$' or the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket', 'Best-of', 'Worst-of', 'Outperformance', 'Rainbow Basket' or 'Rainbow Weighted Profile' and such date is not a Scheduled Trading Day in respect of such Barclays Index and such Barclays Index is one of the Barclays Indices in the Basket of Barclays Indices, then:

(a) in respect of each Security for which the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$', the 'Underlying Performance Type$_{(Autocall)}$' or the 'Underlying Performance Type$_{(Settlement)}$' to be 'Single Asset', such date shall be postponed to the next day that is a Scheduled Trading Day in respect of such Barclays Index, unless there is a Disrupted Day in respect of such Barclays Index on that date, in which event General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (if the adjusted Valuation Date is a Disrupted Day) or General Condition 37 (*Consequences upon a Reference Date becoming a Disrupted Day)* (if the adjusted Reference Date is a Disrupted Day) will apply; or

(b) in respect of each Security for which the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$', the 'Underlying Performance Type$_{(Autocall)}$' or the 'Underlying Performance Type$_{(Settlement)}$' to be 'Best-of', 'Worst-of', 'Outperformance', 'Basket', 'Rainbow Basket' or 'Rainbow Weighted Profile', such date shall be postponed to the next day that is a Scheduled Trading Day for all Barclays Indices in such Basket of Barclays Indices, unless there is a Disrupted Day in respect of any relevant Barclays Index on that date, in which event General Condition 36 (*Consequences upon a*

Valuation Date becoming a Disrupted Day) (if the adjusted Valuation Date is a Disrupted Day) or General Condition 37 (*Consequences upon a Reference Date becoming a Disrupted Day)* (if the adjusted Reference Date is a Disrupted Day) will apply.

36. **Consequences upon a Valuation Date becoming a Disrupted Day**

36.1 If, in the opinion of the Determination Agent, any Valuation Date is a Disrupted Day, then:

(a) in the case of a Barclays Index Linked Security referencing a single Barclays Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days equal to the Maximum Number of Postponement Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case (i) the last Scheduled Trading Day falling at the end of the Maximum Number of Postponement Days (the "**Final Postponement Date**") shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day and (ii) the Determination Agent shall determine the level of the Barclays Index on the Final Postponement Date in accordance with the formula for and method of calculating the Barclays Index last in effect prior to the occurrence of the first Disrupted Day, but using only those Components that constituted the relevant Barclays Index immediately prior to the occurrence of the first Disrupted Day, and, for which purpose, any determination of the value of any Component shall be made by reference to such source(s) as the Determination Agent, acting in good faith and in a commercially reasonable manner, determines appropriate; or

(b) in the case of a Barclays Index Linked Security referencing a Basket or Baskets of Barclays Indices, the Valuation Date for each Barclays Index, as the case may be, not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Barclays Index affected by the occurrence of a Disrupted Day (each an "**Affected Index**") shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the Scheduled Trading Days equal to the Maximum Number of Postponement Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to that Affected Index. In that case (i) the last Scheduled Trading Day falling at the end of the Maximum Number of Postponement Days (the "**Final Postponement Date**") shall be deemed to be the Valuation Date for that Affected Index, notwithstanding the fact that such day is a Disrupted Day and (ii) the Determination Agent shall determine the level for the Affected Index on the Final Postponement Date in accordance with the formula for and method of calculating that Affected Index last in effect prior to the occurrence of the first Disrupted Day, but using only those Components that constituted the relevant Barclays Index immediately prior to the occurrence of the first Disrupted Day, and, for which purpose, any determination of the value of any Component shall be made by reference to such source(s) as the Determination Agent, acting in good faith and in a commercially reasonable manner, determines appropriate,

provided that where "Component Valuation" is specified as applicable in the applicable Final Terms, the Determination Agent may, acting in good faith and in a commercially reasonable manner, determine the level of the Barclays Index or an Affected Index (as applicable) in respect of such Valuation Date in accordance with either this General Condition 36.1 or General Condition 36.2 below (for the avoidance of doubt, regardless of whether the Disrupted Day is a Disrupted Day in respect of paragraph (d)(i) of the definition thereof or paragraph (d)(ii) thereof). For the purposes of this General Condition 36.1, "**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.

36.2 Where "Component Valuation" is specified as applicable in the applicable Final Terms, if, in the opinion of the Determination Agent, any Valuation Date is a Disrupted Day in respect of a Barclays Index or in respect of one or more of Components of a Barclays Index (each such Component, an "**Affected Component**" and each such date an "**Affected Valuation Date**"), then any level of the Barclays Index published by or on behalf of the Index Sponsor in respect of such Affected Valuation Date may be disregarded by the Determination Agent and the level

of the Barclays Index for such Affected Valuation Date may instead be determined by the Determination Agent in accordance with the formula for and method of calculating that Barclays Index last in effect prior to such Affected Valuation Date, but using:

(a) with respect to each Component which is not an Affected Component, the applicable price, level, value or other relevant measure in respect of each such Component at the relevant time on the relevant Affected Valuation Date; and

(b) with respect to each Affected Component:

(i) that is a bond, a commodity, a commodity futures contract, a commodity index, a share, an ETF share, an equity index, an FX index or an interest rate index or other index, the applicable price, level, value or other relevant measure in respect of each such Affected Component at the relevant time on the earlier of (1) the first succeeding Component Scheduled Trading Day for such Affected Component immediately following the relevant Affected Valuation Date that is not a Disrupted Day for such Affected Component and (2) the Component Scheduled Trading Day which is the Relevant Number of Component Scheduled Trading Days for such Component immediately following the relevant Affected Valuation Date (notwithstanding the fact that such day is a Disrupted Day), and in each case, any determination of the applicable price, level, value or other relevant measure in respect of any Affected Component shall be made by reference to such source(s) as the Determination Agent, acting in good faith and in a commercially reasonable manner, determines appropriate;

(ii) that is a mutual fund share, any of the following net asset values which the Determination Agent, acting in good faith and in a commercially reasonable manner, determines to be appropriate for each such Affected Component:

(A) a net asset value estimated by the Determination Agent in respect of the Affected Component and the Affected Valuation Date or in respect of the Affected Component and the first or any other succeeding Component Scheduled Trading Day for such Affected Component immediately following the relevant Affected Valuation Date; or

(B) the net asset value published by the relevant fund administrator in respect of the Affected Component and the first or any other succeeding Component Scheduled Trading Day for such Affected Component immediately following the relevant Affected Valuation Date;

(iii) that is an FX rate, General Condition 39 (*FX Disruption Event*) shall apply; or

(iv) that is an inflation-linked security, the first published level of the embedded inflation index of each such Affected Component immediately following the relevant Affected Valuation Date, unless no level of the embedded inflation index is published by the fifth Business Day preceding the Scheduled Settlement Date, Autocall Settlement Dates, Interest Payment Date, Early Cash Settlement Date or any other payment dates (as the case may be), in which case, any determination of the applicable level in respect of such Affected Component shall be made by reference to the level of the embedded inflation index published in respect of the month immediately preceding the reference month with any adjustment as the Determination Agent, acting in good faith and in a commercially reasonable manner, determines appropriate.

37. **Consequences upon a Reference Date becoming a Disrupted Day**

If, in the opinion of the Determination, any Reference Date is a Disrupted Day, then:

(a) if 'Omission' is specified as applying in the Final Terms, then such date will be deemed not to be a Reference Date for the purposes of determining the relevant level, price or amount, provided that, if, through the operation of this provision no Reference Date would occur in respect of such Reference Date, then the provisions of General

Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) and General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable) will apply for the purposes of determining the relevant level, price or amount on the final Reference Date as if such Reference Date were a Valuation Date that was a Disrupted Day; or

(b) if 'Postponement' is specified as applying in the Final Terms, then the provisions of General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) and General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable) will apply for the purposes of determining the relevant level, price or amount on that Reference Date as if such Reference Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Reference Date would fall on a day that already is or is deemed to be a Reference Date; or

(c) if 'Modified Postponement' is specified as applying in the Final Terms then:

(i) where the Barclays Index Linked Securities reference a single Barclays Index, the Reference Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred on each of the Scheduled Trading Days equal to the Maximum Number of Postponement Days immediately following the original date that, but for the occurrence of another Reference Date or Disrupted Day, would have been the final Reference Date, then (A) the last Scheduled Trading Day falling at the end of the Maximum Number of Postponement Days (the "**Final Postponement Date**") shall be deemed to be the Reference Date (irrespective of whether that Final Postponement Date is already a Reference Date) and (B) the Determination Agent shall determine the relevant level or price for that Reference Date in accordance with paragraph (a) of General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) and General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable); and

(ii) where the Barclays Index Linked Securities reference a Basket of Barclays Indices, the Reference Date for each Barclays Index not affected by the occurrence of a Disrupted Day shall be the originally designated Reference Date (the "**Scheduled Reference Date**") and the Reference Date for a Barclays Index affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such Barclays Index. If the first succeeding Valid Date in relation to such Barclays Index has not occurred on each of the Scheduled Trading Days equal to the Maximum Number of Postponement Days immediately following the original date that, but for the occurrence of another Reference Date or Disrupted Day, would have been the final Reference Date, then (A) the last Scheduled Trading Day falling at the end of the Maximum Number of Postponement Days (the "**Final Postponement Date**") shall be deemed the Reference Date (irrespective of whether the Final Postponement Date is already a Reference Date) in respect of such Barclays Index and (B) the Determination Agent shall determine the relevant level, price or amount for that Reference Date in accordance with paragraph (b) of General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) and General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable).

For the purposes of this sub-paragraph (c), "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Reference Date does not or is not deemed to occur.

38. **Adjustments**

If the Issuer requests that the Determination Agent determine whether an appropriate adjustment can be made in accordance with General Condition 44 (*Adjustment, early*

redemption or early cancellation following an Additional Disruption Event) and General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*), as the case may be, the Issuer shall not be obliged to make any adjustment that it does not think is appropriate and save in respect of French Securities, none of the Determination Agent, the Issuer or any other party shall be liable for the Issuer making or failing to make any such adjustment.

In particular, notwithstanding that an adjustment is required to be made by the provisions set out in this Section G (*Barclays Index Linked Conditions and Adjustments*) in respect of any event affecting a Barclays Index, a Component or the Index Sponsor of a Barclays Index, the Issuer reserves the right not to make that adjustment if, at the time the adjustment is to be made pursuant thereto, an option or future on the relevant Barclays Index or Component is traded on any futures or options exchange and no adjustment is made by that futures or options exchange to the entitlement under that traded option or future in respect of that event.

The Issuer will give, or procure that there is given, notice as soon as practicable of any adjustment and of the date from which such adjustment is effective.

39. **FX Disruption Event**

39.1 If 'FX Disruption Event' is specified as 'Applicable' in the Final Terms, upon the occurrence of an FX Disruption Event, the Issuer may take any one or more of the following actions:

(a) make payment of the relevant Settlement Amount and/or any other amount payable by the Issuer pursuant to the Conditions in the Specified Currency instead of the Settlement Currency, the amount payable in the Specified Currency being determined by the Determination Agent;

(b) save in respect of Belgian Securities, deduct an amount calculated by the Determination Agent as representing the applicable charge, cost, loss, expense or deduction arising in connection with the FX Disruption Event and/or in respect of any adjustment made in connection with the FX Disruption Event, from the relevant Settlement Amount and/or any other amount payable by the Issuer pursuant to the Conditions;

(c) postpone or otherwise adjust the relevant Valuation Date, Scheduled Settlement Date, Autocall Settlement Dates, Interest Payment Date, Early Cash Settlement Date or any other payment dates, payment of the Disruption Cash Settlement Price and/or payment of any other amount payable by the Issuer pursuant to the Conditions until, in the determination of the Determination Agent, an FX Disruption Event is no longer subsisting;

(d) (in the case of a Price Source Disruption) specify and adopt:

(i) an appropriate alternative fallback or alternative price or rate source or method of determination selected by the Determination Agent (which may (or may not) be by reference to Dealer Poll or such other publication page or service as may replace the relevant page or service for the purpose of displaying a foreign exchange rate comparable or equivalent); or

(ii) a replacement of any one or more relevant currencies, as the case may be; and/or

(e) deem such event to be an Additional Disruption Event for the purpose of these provisions and take any necessary action in accordance with the applicable provisions of General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*) and General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*), as the case may be, in respect of the Barclays Index Linked Securities.

39.2 Upon the occurrence of an FX Disruption Event, the Issuer shall give notice as soon as practicable to the Holders stating the occurrence of the FX Disruption Event, giving details

thereof and the action proposed to be taken in relation thereto. Where FX Disruption Event applies, and an event is both a Currency Disruption Event and an FX Disruption Event, such event shall be deemed to be an FX Disruption Event.

39.3 For the purposes of this General Condition 39:

"**Dealer Poll**" means, in respect of any time on any relevant day, that the Determination Agent will request each of the Reference Dealers to provide a quotation of its rate for the relevant exchange rate, at the applicable time on such relevant day. If, for any such rate, at least two quotations are provided, the relevant rate will be the arithmetic mean of the quotations. If fewer than two quotations are provided for any such rate, the relevant rate will be the arithmetic mean of the relevant rates quoted by major banks in the relevant market, selected by the Determination Agent, at or around the applicable time on such relevant day.

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

(a) "**Currency Replacement Event**": the Settlement Currency ceases to exist and is replaced by a new currency in the relevant jurisdiction;

(b) "**Dual Exchange Rate**": a relevant exchange rate splits into dual or multiple foreign exchange rates;

(c) "**Governmental Authority Event**": save in respect of Belgian Securities, a Governmental Authority of a relevant jurisdiction has given public notice of its intention to impose any controls which are likely to materially affect the Issuer's ability to hedge its obligations with respect to the Barclays Index Linked Securities or to unwind any such hedge;

(d) "**Illiquidity**": it is or becomes or is likely to become impossible or impracticable for the Issuer to obtain any Settlement Currency or obtain or use a relevant exchange rate in an appropriate amount;

(e) "**Inconvertibility**": the occurrence of any event that makes it or is likely to make it impossible and/or impracticable for the Issuer to convert the Settlement Currency into another currency (or vice versa) through customary legal channels (including, without limitation, any event that has the direct or indirect effect of hindering, limiting or restricting convertibility by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on repatriation of one currency into another currency);

(f) "**Non-Transferability**": the occurrence of any event in or affecting any relevant jurisdiction that makes it or is likely to make it impossible and/or impracticable for the Issuer to deliver any Settlement Currency into a relevant account; and/or

(g) "**Price Source Disruption**": it becomes impossible or impracticable to obtain a relevant exchange rate on or in respect of a Determination Date.

"**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) of a relevant jurisdiction.

"**Reference Dealers**" means, in respect of the relevant exchange rate, four leading dealers in the relevant foreign exchange market, as selected by the Determination Agent.

40. **Notice of Adjustments**

All determinations made by the Determination Agent pursuant to this Section G (*Barclays Index Linked Conditions and Adjustments*) shall be conclusive and binding on the Holders, the Issue and Paying Agent and the Issuer, except in the case of manifest error. The Issuer will give, or procure that there is given, notice as soon as practicable of any adjustment and of the date from which such adjustment is effective by publication in accordance with General

Condition 57 (*Notices*), provided that failure to give, or non-receipt of, such notice will not affect the validity or binding nature of such adjustment.

41. **Early Cash Settlement Amount**

For the avoidance of doubt and in respect of Securities other than Belgian Securities only, in determining any adjustment to the Early Cash Settlement Amount to take into account deductions for any costs, charges, fees, accruals, losses, withholdings and expenses, which are or will be incurred by the Issuer or its Affiliates in connection with the unwinding of any Hedge Positions and/or related funding arrangements, the Determination Agent may take into account, without limitation, (i) the amount and timing of payments or deliveries that the Issuer or its Affiliates (as the case may be) would receive under its Hedge Position(s), (ii) whether the Hedge Positions include illiquid or non-marketable assets (which may be valued at zero) or synthetic hedges (where the mark-to-market may be zero or in-the-money to the relevant counterparty to the Hedge Positions), and (iii) whether the Issuer or its Affiliates would be subject to contingent liabilities, including any requirement to return any distributions or otherwise make any payments.

For the avoidance of doubt and in respect of Belgian Securities only, sub-paragraph (d) in respect of Early Cash Settlement Amount (Belgian Securities) of the definition of "Early Cash Settlement Amount" as set out in General Condition 65.1 (*Definitions*) shall apply to Belgian Securities instead of the preceding paragraph of this General Condition 41.

42. **Fund Components**

Where the Barclays Index at any time includes one or more Fund Components (as defined in the Fund Component Linked Conditions), the provisions of Annex 2 (*Additional provisions in respect of Fund Components*) hereto shall apply (such provisions, the "**Fund Component Linked Conditions**"). For the avoidance of doubt and in respect of Barclays Index Linked Securities other than Belgian Securities only, amongst other potential adjustments, each of the Scheduled Settlement Date, the Autocall Settlement Dates, the Interest Payment Dates and any other payment dates of the Barclays Index Linked Securities may be adjusted in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

H. GENERAL PROVISIONS

43. **Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities**

43.1 If any Valuation Date or Reference Date (as applicable) in respect of a Hybrid Basket Linked Security would otherwise fall on a day that is not a Scheduled Trading Day in respect of one or more of the Underlying Assets in the Basket, then such date shall be postponed to the next day that is a Common Scheduled Trading Day in respect of each of the Underlying Assets in the Basket (such date, following adjustment, if any, to the next day that is a Common Scheduled Trading Day, the "**Scheduled Valuation Date**" or "**Scheduled Reference Date**", as applicable).

43.2 If the Scheduled Valuation Date or Scheduled Reference Date (as applicable) in respect of a Hybrid Basket Linked Security is a Disrupted Day in respect of any Underlying Asset (a "**Disrupted Underlying Asset**") in the Basket, then:

(a) the Valuation Date or Reference Date (as applicable) for each Underlying Asset in the Basket that is not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Reference Date (as applicable) in respect of such Underlying Asset;

(b) where the Disrupted Underlying Asset is a Share or an Equity Index:

(A) the Valuation Date (if applicable) in respect of such Disrupted Underlying Asset shall be adjusted in accordance with paragraph (a) of General Condition 18.1 (*Valuation Dates*) (for the avoidance of doubt, paragraph (b) of General Condition 18.1 (*Valuation Dates*) shall be disregarded);

(B) the Reference Date (if applicable) in respect of each Disrupted Underlying Asset which is a Share or an Equity Index shall be adjusted in accordance with paragraph (a) of General Condition 18.2 (*Reference Dates*) (for the avoidance of doubt, paragraph (b) of General Condition 18.2 (*Reference Dates*) shall be disregarded);

(c) where the Disrupted Underlying Asset is a Fund:

(A) the Valuation Date (if applicable) in respect of such Disrupted Underlying Asset shall be adjusted in accordance with General Condition 25.2(a) (*Valuation Dates*) (for the avoidance of doubt, sub-paragraph (ii) under the first paragraph of General Condition 25.2(a) (*Valuation Dates*) shall be disregarded);

(B) the Reference Date (if applicable) in respect of such Disrupted Underlying Asset shall be adjusted in accordance with General Condition 25.2(b) (*Reference Dates*) (for the avoidance of doubt, sub-paragraph (ii) under the first paragraph and sub-paragraph (ii) under the third paragraph of General Condition 25.2(b) (*Reference Dates*) shall be disregarded); and

(d) where the Disrupted Underlying Asset is a Barclays Index:

(A) the Valuation Date (if applicable) in respect of such Disrupted Underlying Asset shall be adjusted in accordance with paragraph 36.1(a) or paragraph 36.2(b) (as applicable) of General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (for the avoidance of doubt, paragraph 36.1(b) and paragraph 36.2(a) of General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) shall be disregarded);

(B) the Reference Date (if applicable) in respect of such Disrupted Underlying Asset shall be adjusted in accordance with General Condition 37 (*Consequences upon a Reference Date becoming a Disrupted Day*).

44. **Adjustment, early redemption or early cancellation following an Additional Disruption Event**

If an Additional Disruption Event occurs:

(a) the Determination Agent shall determine whether an appropriate adjustment can be made to the Conditions and/or any other provisions relating to the Securities to account for the economic effect of such Additional Disruption Event on the Securities which would produce a commercially reasonable result and preserve substantially the economic effect to the Holders of a holding of the relevant Security. If the Determination Agent determines that an appropriate adjustment or adjustments can be made, the Issuer shall determine the effective date of such adjustment(s), notify the Holders of such adjustment(s) and take the necessary steps to effect such adjustment(s). A Holder will not be charged any costs by or on behalf of the Issuer to make such adjustment(s); or

(b) if the Determination Agent determines that no adjustment that could be made pursuant to paragraph (a) above would produce a commercially reasonable result and preserve substantially the economic effect to the Holders of a holding of the relevant Security, the Determination Agent will notify the Issuer of such determination. In such event:

(i) if the Securities are not Belgian Securities, the Issuer may, at any time from (and including) the Issue Date to (and including) the Scheduled Settlement Date on giving irrevocable notice to the Holders of not less than a number of Business Days equal to the Early Settlement Notice Period Number, redeem or cancel all of the Securities of the relevant Series on the Early Cash Settlement Date and pay to each Holder, in respect of each Security held by it, an amount equal to the Early Cash Settlement Amount on such date (provided that the Issuer may also, prior to such redemption or cancellation of the Securities, make any adjustment(s) to the Conditions or any other provisions relating to the

Securities as appropriate in order to (when considered together with the redemption or cancellation of the Securities) account for the effect of such Additional Disruption Event on the Securities); or

(ii) if the Securities are Belgian Securities, the Issuer may redeem or cancel all of the Securities in accordance with the terms of General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*) (provided that the Issuer may also, prior to such redemption or cancellation of the Securities, make any adjustment(s) to the Conditions or any other provisions relating to the Securities as appropriate in order to (when considered together with the redemption or cancellation of the Securities) preserve substantially the economic effect to the Holders of a holding of the Securities).

45. **Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities**

(a) Following the determination by the Issuer or the Determination Agent (as applicable) that the Securities will be early redeemed or cancelled pursuant to and in accordance with the Conditions after the occurrence of an Additional Disruption Event or an Unlawfulness Event (each, a "**Relevant Non-Scheduled Early Settlement Event**"), then:

(i) the Issuer shall determine if such event (either itself or in combination with one or more other Relevant Non-Scheduled Early Settlement Events) (I) is an event (or are events) for which the Issuer is not accountable and (II)(a) definitively prevent(s) the performance of the Issuer's obligations under the Securities (a "**Force Majeure Event**") or (b) otherwise is not an event (or events) described in (a) (a "**Non-Force Majeure Event**"); and

(ii) the Securities will be redeemed or cancelled in accordance with the applicable remaining terms of this General Condition 45.

(b) If the Issuer determines that the Relevant Non-Scheduled Early Settlement Event(s) is a Force Majeure Event, then the Issuer shall (a) notify the Holders of such early redemption or cancellation (including the Early Cash Settlement Amount payable and the Early Cash Settlement Date) as soon as reasonably practicable thereafter in accordance with General Condition 57 (*Notices*) and (b) redeem or cancel all of the Securities of the relevant Series on the Early Cash Settlement Date and pay to each Holder, in respect of each Security held by it, an amount equal to the Early Cash Settlement Amount (where the applicable Early Cash Settlement Amount is 'Early Cash Settlement Amount (FMV)') on such date (provided that, in the case of early redemption or cancellation following the occurrence of an Additional Disruption Event, the Issuer may also, prior to such redemption or cancellation of the Securities, make any adjustment(s) to the Conditions subject to and to in accordance with the terms of General Condition 44(b)(ii) *(Adjustment, early redemption or early cancellation following an Additional Disruption Event*). No other Payment Amounts will be payable following the date the Issuer's notice of early redemption or cancellation.

(c) If the Issuer determines that the Relevant Non-Scheduled Early Settlement Event(s) is a Non-Force Majeure Event, then the Securities shall be redeemed or cancelled in accordance with paragraph (i) or (ii) below, as applicable:

(i) If there is no Minimum Payment Amount in respect of the Securities, then the Securities will be redeemed or cancelled pursuant to and in accordance with the terms of paragraph (ii) immediately above, save that (I) the applicable Early Cash Settlement Amount shall be 'Early Cash Settlement Amount (FMV + Issuer Cost Reimbursement)' and (II) the notice of early redemption or cancellation may provide that the calculation of the Early Cash Settlement Amount is illustrative only and subject to change depending on the date of early redemption or cancellation; or

(ii) If there is a Minimum Payment Amount in respect of the Securities, then the Issuer shall determine whether to redeem or cancel the Securities through either (I) payment of the 'Early Cash Settlement Amount (Best of Amount)' on the Early Cash Settlement Date or (II) application of the Put Option / Monetisation option, and the Securities shall be redeemed or cancelled in accordance with paragraph (A) or (B) below, as applicable:

(A) If the Issuer determines that Condition 45(c)(ii) shall apply, then the Securities will be redeemed or cancelled pursuant to and in accordance with the terms of Condition 45(b), save that the applicable Early Cash Settlement Amount shall be 'Early Cash Settlement Amount (Best of Amount)'; or

(B) If the Issuer determines that Condition 45(c)(ii) shall apply, then the Issuer shall notify the Holders as soon as reasonably practicable thereafter in accordance with General Condition 57 (*Notices*) (such notice, "**Issuer's Notice of Early Settlement**" or, in respect of Securities that are Exercisable Certificates, the "**Issuer's Notice of Early Cancellation**") in accordance with General Condition 57 (*Notices*) that each Security will be redeemed or cancelled on the Scheduled Settlement Date for an amount equal to the Monetisation Amount (and no further amounts shall be payable under the Securities), unless the relevant Holders makes a valid election to exercise its option to redeem or cancel the Security for an amount equal to the Early Cash Settlement Amount (FMV + Issuer Cost Reimbursement) at early redemption (the "**Put Option**"). The Issuer's Notice of Early Settlement or Issuer's Notice of Early Cancellation shall include the Early Cash Settlement Amount (FMV + Issuer Cost Reimbursement) (save that it may provide that the calculation is illustrative only and subject to change depending on the date of early redemption or cancellation, as the amount of Pro Rata Issuer Cost Reimbursement will be affected), the Put Notice Period Number of Business Days and the Put Option Exercise Period. In respect of any Securities of the relevant Series for which the Put Option has not been validly exercised by the end of the Put Option Exercise Period, such Securities will be redeemed on the Scheduled Settlement Date for an amount equal to the Monetisation Amount. No other amounts of principal or interest or coupon or settlement amount will be payable following the date the Issuer's Notice of Early Settlement or Issuer's Notice of Early Cancellation is given.

(d) For the avoidance of doubt, a Holder will not be charged any costs (such as settlement costs) by or on behalf of the Issuer to redeem or cancel the Securities prior to the Settlement Date.

46. **FX Disruption Event**

The following provisions of this General Condition 46 will apply to all Share Linked Securities and Equity Index Linked Securities.

If the Final Terms specifies 'FX Disruption Event' to be 'Applicable', upon the occurrence of an FX Disruption Event, the Issuer may take any one or more of the following actions:

(a) save in respect of Belgian Securities, deduct from any payments to be made in respect of the Securities an amount calculated by the Determination Agent as representing a cost, expense, charge and/or deduction arising in connection with such FX Disruption Event or under any other adjustment with respect thereto; and/or

(b) make payment of the relevant Payment Amount in the Specified Currency instead of the Settlement Currency, the amount payable in the Specified Currency being determined by the Determination Agent; and/or

(c) postpone or adjust any Valuation Date or the relevant Payment Date for any amount payable by the Issuer pursuant to the Conditions until, in the determination of the Determination Agent, an FX Disruption Event is no longer subsisting; and/or

(d) (in the case of a Price Source Disruption) specify and adopt:

(i) an appropriate alternative fallback or alternative price or rate source or method of determination selected by the Determination Agent (which may (or may not) be by reference to Dealer Poll or such other publication page or service as may replace the relevant page or service for the purpose of displaying a foreign exchange rate comparable or equivalent); or

(ii) a replacement of any one or more relevant currencies, as the case may be; and/or

(e) deem such event to be an Additional Disruption Event for the purpose of these provisions and take any necessary action in accordance with the applicable provisions of General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*), as the case may be, in respect of the Securities.

Upon the occurrence of an FX Disruption Event, the Issuer shall give notice as soon as practicable to the Holders, stating the occurrence of the FX Disruption Event, giving details thereof and the action proposed to be taken in relation thereto. Where 'FX Disruption Event' applies, and an event is both a Currency Disruption Event and an FX Disruption Event, such event shall be deemed to be an FX Disruption Event.

47. **Administrator/Benchmark Event**

If an Administrator/Benchmark Event occurs in respect of the Securities, then:

(a) If the Administrator/Benchmark Event has occurred in respect of an Underlying Asset and a Pre-nominated Index has been specified in the Final Terms in respect of such Underlying Asset, the relevant Underlying Asset shall be replaced by such Pre-nominated Index with effect from the date as determined by the Determination Agent and the Pre-nominated Index will be deemed to be the Underlying Asset with effect from such date. The Determination Agent may make such adjustments that it determines to be appropriate, if any, to any one or more of the Conditions or other terms of the Securities, including without limitation, any Condition or term relevant to the settlement or payment under the Securities, as the Determination Agent determines appropriate to preserve the economics of the Securities to account for such replacement (including, without limitation, any adjustment which the Determination Agent determines is appropriate in order to reduce or eliminate to the extent reasonably practicable any transfer of economic value from the Issuer to the Holders or vice versa as a result of such replacement, including as a result of a different term structure or methodology); or

(b) Otherwise than in the circumstances of (a) above, an Additional Disruption Event shall be deemed to have occurred for the purposes of these provisions and the Determination Agent shall adjust, redeem, cancel and/or take any other necessary action in accordance with the applicable provisions of General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*) or General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation* event – Belgian Securities), as the case may be, in respect of the Securities.

48. **Local Jurisdiction Taxes and Expenses**

The following provisions of this General Condition 48 will apply to all Share Linked Securities and Equity Index Linked Securities (except Notes listed and admitted to trading on the regulated market of Borsa Italiana S.p.A. and/or Certificates listed and admitted to trading on the multilateral trading facility of SeDex (MTF) and Belgian Securities):

If the Final Terms specifies 'Local Jurisdiction Taxes and Expenses' to be 'Applicable':

(a) the Issuer shall deduct from amounts payable to (or from any further Securities or other assets deliverable to) a Holder all Local Jurisdiction Taxes and Expenses, not previously deducted from amounts paid (or further Securities or assets delivered) to such Holder, as the Determination Agent shall determine are attributable to such Securities; or

(b) the Issuer may request that the Determination Agent determines whether an appropriate adjustment can be made to the Conditions and any other provisions relating to the Securities to account for such Local Jurisdiction Taxes and Expenses. If the Determination Agent determines that such adjustment(s) can be made, the Issuer shall determine the effective date of such adjustment(s) and take the necessary steps to effect such adjustment(s). The Issuer shall notify Holders of any such adjustment(s) as soon as reasonably practicable after the nature and effective date of the adjustments are determined. If the Determination Agent determines that no adjustment that could be made would produce a commercially reasonable result, it shall notify the Issuer of such determination and no adjustment(s) shall be made and paragraph (a) above shall apply to the Securities.

For the avoidance of doubt, the Issuer shall not be liable for any Local Jurisdiction Taxes and Expenses and Holders shall be liable to pay any Local Jurisdiction Taxes and Expenses attributable to their Securities, and, unless an adjustment is made in accordance with this General Condition 48, any such Local Jurisdiction Taxes and Expenses shall be deducted from the Settlement Amount or any other amount payable to (or from any further Securities or other assets deliverable to) a Holder in respect of the Securities. This Local Jurisdiction Taxes and Expenses provision shall apply in addition to any other rights the Issuer may have in relation to Taxes, Settlement Expenses and/or conditions to settlement as set out in the Conditions.

49. **Indicative Amounts**

If the Final Terms provides that the Securities are being offered by way of a Public Offer, the Final Terms may specify an indicative amount, an indicative minimum amount, or an indicative maximum amount, or any combination of the foregoing, as applicable, in relation to any Specified Product Value which is not fixed or determined at the commencement of the Offer Period. If so specified in the Final Terms, references in these Conditions to such Specified Product Value shall be construed as the amount, level, percentage, price, rate or value (as applicable) determined based on market conditions by the Issuer on or around the end of the Offer Period, and is expected to be the indicative amount specified in the Final Terms (if so specified) but may be different from such indicative amount, and:

(a) if an indicative minimum amount is provided in the Final Terms, the Specified Product Value will not be less than (or equal to) such indicative minimum amount; or

(b) if an indicative maximum amount is provided in the Final Terms, the Specified Product Value will not be more than (or equal to) such indicative maximum amount; or

(c) if both an indicative minimum amount and indicative maximum amount is provided in the Final Terms, the Specified Product Value will not be less than (or equal to) such indicative minimum amount and will not be more than (or equal to) such indicative maximum amount.

Notice of the relevant Specified Product Value will be published prior to the Issue Date when such Specified Product Value is fixed or determined by the Issuer on or around the end of the Offer Period and the relevant amount, level, percentage, price, rate or value specified in such notice will be deemed to be the Specified Product Value.

For these purposes, "**Specified Product Value**" means any amount, level, percentage, price, rate or value (including, but not limited to, the $\text{Participation}_{(\text{Interest})}$, $\text{Participation}_{(\text{Settlement})}$, $\text{Cap}_{(\text{Interest})}$, $\text{Cap}_{(\text{Settlement})}$, Cap (FX), Global Floor, Interest Barrier Percentage, Interest Barrier Percentage(1), Interest Barrier Percentage(2), Lock-in Barrier Percentage, Lower Interest Barrier Percentage, Upper Interest Barrier Percentage, Strike Price Percentage, Knock-in Barrier Percentage, Fixed Interest Rate, Fixed Interest Rate(1), Fixed Interest Rate(2), Call

Strike, Put Strike, Replacement Performance, Local Cap, Local Floor, Fixed Interest Rate (FX), Upside Strike Shift, Downside Strike Shift, Protection Level, Rebate Rate, Ladder Barrier Percentage, Bonus, Dparticipation, Uparticipation, Up & Out Barrier Percentage, PreTriggerUparticipation, PostTriggerUparticipation, Fixed Settlement Percentage, Protection Barrier, Digital Percentage, Bonus Percentage and Rebate Barrier) which is specified in these Conditions as the amount, level, percentage, price, rate or value (as applicable) to be provided in the Final Terms (or phrases of similar import).

50. **Effect of Adjustments**

All determinations made by the Determination Agent pursuant to Section D: EQUITY LINKED CONDITIONS AND DISRUPTION EVENTS, Section E: FX DISRUPTION EVENTS AND ADJUSTMENTS, Section F: FUND LINKED CONDITIONS AND ADJUSTMENTS, Section G: BARCLAYS INDEX LINKED CONDITIONS AND ADJUSTMENTS, this Section H: GENERAL PROVISIONS and Annex 2: ADDITIONAL PROVISIONS IN RESPECT OF FUND COMPONENTS shall be conclusive and binding on the Holders, the Issue and Paying Agent and the Issuer, except in the case of manifest error.

51. **Events of Default**

If any of the following events occurs and is continuing (each an "**Event of Default**") and unless the Event of Default shall have been cured by the Issuer or waived by the Holders prior to receipt by the Issue and Paying Agent or the Issuer, as the case may be, of a notice from Holders as referred to below, a Holder (or, in respect of French Notes, and if 'Full Masse' or 'Contractual Masse' is specified in the Final Terms in accordance with General Condition 59.3 (*Modifications of French Notes*), the Representative of the Holders, upon request by any Holder of any French Note) may give notice to the Issuer and the Issue and Paying Agent (and, in respect of any Security that is not a CREST Security) or to the Issuer (in respect of any CREST Security) that such Security is, and in all cases such Security shall immediately become, due and payable (in respect of French Notes, and if 'Full Masse' is specified in the Final Terms in accordance with General Condition 59.3 (*Modifications of French Notes*), all Securities (but not some only) shall become due and payable) at, in respect of each Calculation Amount for such Security, the Early Cash Settlement Amount (and, notwithstanding that if the Final Terms specifies 'Cash or Physical Settlement' as the 'Settlement Method', cash settlement shall be deemed to apply as if the Final Terms specifies 'Cash' as the 'Settlement Method'):

(a) the Issuer does not pay any Optional Cash Settlement Amount, Autocall Cash Settlement Amount, Early Cash Settlement Amount or Final Cash Settlement Amount, as applicable, in respect of the Securities when the same is due and payable and such failure continues for 30 calendar days; or

(b) any interest or coupon or Instalment Amount, as the case may be, has not been paid within 14 calendar days of the due date for payment. The Issuer shall not, however, be in default if such sums were not paid in order to comply with a mandatory law, regulation or order of any court of competent jurisdiction. Where there is doubt as to the validity or applicability of any such law, regulation or order, the Issuer will not be in default if it acts on the advice given to it during such 14-calendar-day period by independent legal advisers; or

(c) the Issuer fails to deliver any Entitlement on the due date for delivery and such failure to deliver has not been remedied within 30 calendar days of notice of such failure having been given to the Issuer by any Holder, provided that an Event of Default shall not occur under this General Condition 51 if (i) any of the conditions to settlement to be satisfied by the Holder have not been so satisfied as at the due date for delivery or (ii) the Issuer has elected to pay the Disruption Cash Settlement Price or Alternate Cash Amount pursuant to General Condition 7.1(b) (*Settlement Disruption Event*) or General Condition 7.1(c) (*Entitlement Substitution*); or

(d) the Issuer breaches any term and condition of the Securities in a way that is materially prejudicial to the interests of the Holders, and that breach has not been remedied within

30 calendar days of the Issuer having received notice thereof from Holders holding at least one-quarter in outstanding nominal amount or number, as the case may be, of the relevant Series demanding remedy; or

(e) an order is made or an effective resolution is passed for the winding-up of the Issuer (otherwise than in connection with a scheme of reconstruction, merger or amalgamation).

In respect of French Securities in bearer form (au porteur), the notice to the Issuer and the French Issue and Paying Agent referred to above must be sent together with evidence from the relevant financial intermediary that the relevant Securities are inscribed in the Holder's securities accounts held by such financial intermediary.

For the purposes of calculating any Early Cash Settlement Amount at any time following an Event of Default, the Determination Agent will ignore the effect of such Event of Default upon the market value of the Securities.

52. Agents

52.1 Appointment of Agents

The Agents act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Holder. The Issuer reserves the right to vary or terminate the appointment of the Agents and to appoint additional or other Agents, provided that the Issuer shall at all times maintain:

(a) an Issue and Paying Agent;

(b) a Registrar and a Transfer Agent in relation to Registered Securities;

(c) one or more Determination Agent(s) where these General Conditions so require;

(d) Paying Agents having specified offices in at least two major European cities;

(e) such other agents as may be required by any stock exchange on which the Securities may be listed;

(f) a CREST Agent so long as any CREST Securities are outstanding; a French Issue and Paying Agent, so long as French Cleared Securities or French Securities are outstanding; a Danish Issue and Paying Agent, so long as any Danish Securities are outstanding; a Finnish Issue and Paying Agent, so long as any Finnish Securities are outstanding; a Swedish Issue and Paying Agent and Euroclear Sweden as the central securities depositary, so long as any Swedish Securities are outstanding; a Swiss Issue and Paying Agent, so long as any Swiss Securities are outstanding and a Norwegian Issue and Paying Agent and an authorised VPS account manager (*Kontofører*), so long as any Norwegian Securities are outstanding and, in each case, in accordance with the Relevant Rules; and

(g) in the case of French Securities in fully registered form (au nominatif pur) a Registration Agent.

Notice of any termination of appointment and of any changes to the specified office of any Agent will be given to Holders.

In respect of French Securities, the Issuer and Paying Agent, the Paying Agents, the Registration Agent and the Determination Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency for or with any Holder. The Issuer reserves the right at any time to vary or terminate the appointment of the Issue and Paying Agent, any other Paying Agent(s), the Registration Agent or the Determination Agent and to appoint additional or other Agents, provided that the Issuer shall at all times maintain (a) an Issue and Paying Agent, (b) in the case of Securities in

fully registered form, a Registration Agent, (c) one or more Determination Agent(s) where the Conditions so require, (d) Paying Agents having specified offices in at least two major European cities, one of which being Paris, and (e) such other agents as may be required by any other stock exchange on which the Securities may be listed. Notice of any termination of appointment and of any changes to the specified office of any Agent will be given to Holders. The Determination Agent shall act as an independent expert in the performance of its duties hereunder.

52.2 **Determinations by the Determination Agent**

Unless otherwise specified, all determinations, considerations, decisions, elections and calculations in the Conditions shall be made by the Determination Agent (which will be Barclays Bank PLC, unless otherwise specified in the Final Terms). In respect of each such determination, consideration, decision, election and calculation, this General Condition 52.2 shall apply.

Save in relation to Belgian Securities, in making such determinations, considerations, decisions, elections and calculations, the Determination Agent may take into account the impact on the Issuer's hedging arrangements. In all circumstances the Determination Agent shall make such determinations and calculations in good faith and in a commercially reasonable manner, and (save in the case of manifest or proven error) such determinations and calculations shall be final and binding on the Issuer, the Agents and the Holders. In respect of French Securities, the Determination Agent shall act as an independent expert in the performance of its duties hereunder. In respect of Notes listed and admitted to trading on the regulated market of Borsa Italiana S.p.A. and/or Certificates listed and admitted to trading on the multilateral trading facility of SeDex (MTF), the Determination Agent shall use generally accepted methodologies in making adjustments in the event of disruption to the Underlying Assets.

52.3 **Responsibility of the Issuer and the Agents**

Save in respect of French Securities, neither the Issuer nor any Agent shall be held responsible for any loss or damage resulting from any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), an act of war, strike, blockade, boycott or lockout or any other similar event or circumstance. Save in respect of French Securities, the reservation in respect of strikes, blockades, boycotts and lockouts shall also apply if any of such parties itself takes such measures or becomes the subject of such measures. Where the Issuer or any of the Agents is prevented from effecting payment or delivery due to such event (save in respect of French Securities), payment or delivery may be postponed until the time the event or circumstance impeding payment has ceased, and (save in relation to Belgian Securities) shall have no obligation to pay or deliver any additional amounts in respect of such postponement.

In respect of French Securities, neither the Issuer nor any Agent shall be held responsible for any loss or damage, resulting from any *force majeure* event as defined in article 1218 of the French *Code Civil*. Where the Issuer or any of the Agents is prevented from effecting payment or delivery due to such event, payment or delivery may be postponed until the time the event or circumstance impeding payment has ceased, and shall have no obligation to pay or deliver any additional amounts in respect of such postponement.

52.4 **Waiver of performance for the Determination Agent and Issuer for determinations or other actions not in compliance with the Benchmarks Regulation**

Notwithstanding anything else in the Conditions, if, in respect of the Securities, it (i) is or would be unlawful at any time under the Benchmarks Regulation or (ii) would contravene any applicable licensing requirements, in each case, for the Determination Agent or Issuer (as applicable) to make a determination or carry out some other action which it would otherwise be obliged to do under the Conditions, then the Determination Agent and Issuer (as applicable) shall not be obliged to make such determination or carry out such other action and shall be excused performance thereof without incurring any liability whatsoever to Holders.

53. **Taxation**

The Issuer is not liable for, or otherwise obliged to pay amounts in respect of, any Taxes borne by a Holder. A Holder must pay all Taxes arising from or payable in connection with all payments relating to the Securities and all payments in respect of the Securities shall be made free and clear of, and without withholding or deduction for, any present or future Taxes of whatever nature imposed, levied, collected, withheld or assessed by or within the Bank Jurisdiction (or any authority or political subdivision thereof or therein having power to tax) unless such withholding or deduction is required by law.

In that event, the appropriate withholding or deduction shall be made and the Issuer shall pay such additional amounts ("**Additional Amounts**") as may be necessary in order that the net amounts receivable by the relevant Holder shall equal the respective amounts that would have been receivable by such Holder in the absence of such withholding or deduction. Notwithstanding the above, no Additional Amounts shall be payable with respect to any Security:

(a) to, or to a third party on behalf of, a Holder who is liable for such Taxes in respect of such Securities by reason of his having a connection with the Bank Jurisdiction other than the mere holding of the relevant Security or Coupon;

(b) to, or to a third party on behalf of, a Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Security, Coupon or Receipt is presented for payment, or, in the case of French Securities, in the place of residence of the Holder;

(c) (except in the case of French Securities) presented for payment more than 30 calendar days after the Relevant Date, except to the extent that the Holder would have been entitled to a Gross-up Amount on presenting such Security for such payment on the last day of such 30-day period;

(d) where such withholding or deduction is required by FATCA or the rules of the US Internal Revenue Code 1986, as amended (the "**Code**"), including without limitation, in respect of dividends, dividend equivalent payments, (including without limitation under section 871(m) of the Code), or amounts realised on the disposition of certain direct or indirect interests in US real property). For this purpose, "**FATCA**" means sections 1471 through 1474 of the Code, any final, current or future regulations or official interpretations thereof, any agreement entered into pursuant to section 1471(b) of the Code, or any US or non-US fiscal or regulatory legislation, rules or practices adopted pursuant to any inter-governmental agreement entered into in connection with the implementation of such sections of the Code;

(e) (except in the case of Registered Securities, French Securities or CREST Securities) presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Security, Coupon or Receipt to another Paying Agent without such deduction or withholding;

(f) in relation to Definitive Bearer Securities, unless it is proved, to the satisfaction of the Issue and Paying Agent or the Paying Agent to whom the Security, Coupon or Receipt is presented, or, in respect of CREST Securities, to the satisfaction of the Issuer, that the Holder is unable to avoid such withholding or deduction by satisfying any applicable certification, identification or reporting requirements or by making a declaration of non-residence or other similar claim for exemptions to the relevant tax authorities; or

(g) where the relevant Paying Agent in relation with the French Securities (or the Issuer), is expressly appointed by any Holder of the Securities, who is a French individual tax resident, and is required to withhold, declare and pay the tax chargeable on interests or

assimilated incomes yielding under the Securities in accordance with article 125 A of the French Tax Code.

54. **Prescription**

54.1 **Prescription in relation to Securities (other than Danish Securities, Finnish Securities and Norwegian Securities)**

Claims for payment of principal or settlement amount or delivery of any Entitlement shall become void unless made within ten years and claims for interest shall become void unless made within five years of the appropriate Relevant Date.

54.2 **Prescription in relation to Danish Securities**

In the case of Danish Securities, claims against the Issuer for the payment of principal and interest payable in respect of the Danish Securities shall, in accordance with section 73 of the Securities Trading Act, be void unless made within ten years (in the case of principal) and three years (in the case of interest) of the Relevant Date therefor and thereafter any principal or interest in respect of such Danish Securities shall be forfeited and revert to the Issuer.

54.3 **Prescription in relation to Finnish Securities**

In the case of Finnish Securities, claims against the Issuer for the payment of principal and interest payable in respect of the Securities shall be prescribed unless made within three years of the Relevant Date, and thereafter any principal or interest payable under such Securities shall be forfeited and revert to the Issuer.

54.4 **Prescription in relation to Norwegian Securities**

In the case of Norwegian Securities, claims against the Issuer for the payment of principal and interest payable in respect of the Securities shall be prescribed unless made within three years of the Relevant Date, and thereafter any principal or interest payable under such Securities shall be forfeited and revert to the Issuer.

55. **Early Settlement or Cancellation for Unlawfulness or Impracticability**

55.1 **Securities other than Belgian Securities**

In respect of Securities other than Belgian Securities:

(a) If the Issuer determines in good faith and in a reasonable manner that the performance of any of its absolute or contingent obligations under the Securities has become, or there is a substantial likelihood that it will become, unlawful or a physical impracticability, in whole or in part, as a result of (a) any change in financial, political or economic conditions or foreign exchange rates or (b) compliance in good faith by the Issuer or any relevant subsidiaries or Affiliates with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative or judicial authority or power or in interpretation thereof, the Issuer may, at its option, redeem, cancel or terminate the Securities by giving notice to Holders.

(b) If the Issuer redeems or save in respect of French Securities cancels the Securities pursuant to this General Condition 55, then the Issuer will, if and to the extent permitted by applicable law, pay to each Holder, in respect of each Security held by it, an amount equal to the Early Cash Settlement Amount on the Early Cash Settlement Date).

55.2 **Belgian Securities**

In respect of Belgian Securities:

(a) If the Issuer determines in good faith and in a reasonable manner that the performance of any of its absolute or contingent obligations under the Securities has become, or there is a substantial likelihood that it will become, unlawful in whole or in part, as a result of compliance in good faith by the Issuer or any relevant subsidiaries or Affiliates with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative or judicial authority or power or in interpretation thereof (an "Unlawfulness Event"), the Issuer may, at its option, redeem, cancel or terminate the Securities by giving notice to Holders.

(b) If the Issuer elects to redeem the Securities pursuant to this General Condition 54, then each Security shall be redeemed or cancelled subject to and in accordance with the applicable terms of General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation* event – Belgian Securities).

56. **Replacement of Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Securities, Norwegian Securities or Swedish Securities)**

Should any Security, Coupon or Receipt in respect of any Series be lost, stolen, mutilated, defaced or destroyed, it may, subject to all applicable laws, regulations and any Relevant Stock Exchange or any other relevant authority requirements, be replaced at the specified office of the Issue and Paying Agent, in the case of Bearer Securities, or the Registrar, in the case of Registered Securities, or of such other Paying Agent or Transfer Agent, if the Issuer designates such and gives notice of the designation to Holders. The replacement of any Security, Coupon or Receipt shall be subject to payment by the claimant of the fees, expenses and Taxes incurred in connection therewith and on such terms as to evidence, security and indemnity and otherwise as the Issuer may require.

57. **Notices**

57.1 **To Holders**

All notices to Holders will be deemed to have been duly given and valid:

(a) in the case of Definitive Bearer Securities, if published in a daily newspaper of general circulation in England (which is expected to be the Financial Times) and will be deemed to have been given on the date of first publication;

(b) in the case of listed Securities, if given in accordance with the rules and regulations of the Relevant Stock Exchange (which in the case of Securities listed on the Luxembourg Stock Exchange shall be given by publication on the website www.bourse.lu) or other relevant authority and will be deemed to have been given on the first date of transmission or publication;

(c) if publication pursuant to paragraph (a) or (b) above is not practicable, if published in another leading English language daily newspaper with circulation in Europe on the date of first publication;

(d) in the case of Registered Securities, if mailed to the relevant Holders of such Registered Securities at their respective designated addresses appearing in the Register and will be deemed delivered on the third weekday (being a day other than a Saturday or a Sunday) after the date of mailing;

(e) in the case of Cleared Securities, if given to the Relevant Clearing System provided that any publication or other requirements required pursuant to General Condition 57.1(b) above shall also be complied with if applicable. In such cases, notices will be deemed given on the first date following the day of transmission to the applicable Relevant Clearing System;

(f) in the case of CREST Securities, if mailed to the relevant Holders of such CREST Securities at their respective designated addresses appearing in the

Record on the second CREST Business Day immediately prior to despatch of such notice and will be deemed delivered on the third weekday (being a day other than a Saturday or a Sunday) after the date of mailing or, in substitution for mailing, if given to the Operator, in which case it will be deemed delivered on the first date following the day of transmission to the Operator (regardless of any subsequent mailing);

(g) in the case of Danish Securities, if mailed to their registered addresses appearing on the register of VP. Any such notice shall be deemed to have been given on the fourth day after the day on which it is mailed;

(h) in the case of Finnish Securities, if sent by mail to the Holders at the addresses registered for such Holders in the register maintained by Euroclear Finland in accordance with the Relevant Rules and provided to the Issuer, or the Issue and Paying Agent;

(i) in the case of French Cleared Securities, if published in a daily newspaper of general circulation in France (which is expected to be Les Echos) and will be deemed to have been given on the date of first publication;

(j) in the case of French Securities in registered form (au nominatif), (A) if mailed to the Holders at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after mailing or (B) at the option of the Issuer, if published and so long as such Securities are listed on any stock exchange or admitted to trading by another relevant authority in a leading daily newspaper with general circulation in the city where the relevant stock exchange on which such Securities are listed is located or in the city where the relevant authority is located and on the website of the competent authority or relevant stock exchange where the Securities are listed and admitted to trading. In substitution for mailing and publication, notices to the Holders of French Securities (whether in registered (au nominatif) or in bearer (au porteur) form) pursuant to the Terms and Conditions may be given by delivery of the relevant notice to Euroclear France, so long as such Securities are listed on any relevant stock exchange(s) and the rules applicable to such relevant stock exchange(s) so require, notices shall also be published in a daily newspaper with general circulation in the city/ies where the relevant stock exchange(s) on which such Securities is/are listed/is located.;

(k) in the case of Norwegian Securities, if delivered to the Norwegian Issue and Paying Agent who shall in turn distribute the notice through the VPS System to the Holders; and/or

(l) in the case of Swiss Securities, if published on the internet on the website www.barx-is.com or any successor webpage thereto. Any such notice shall be deemed to have been given on the day of publication on the website.

Failure to give notice where required will not invalidate any determination, calculation or correction, as applicable provided that the person supposed to give the notice shall act in good faith and in a commercially reasonable manner.

Holders of the Securities shall be deemed for all purposes to have notice of the contents of any notice given to holders of Bearer Securities.

57.2 **To the Issuer and the Agents**

In respect of any Series, all notices to the Issuer and/or the Agents must be sent to the address specified for each such entity in the Master Agency Agreement or to such other person or place as shall be specified by the Issuer and/or the Agent by notice given to Holders. Any notice determined not to be valid, effective, complete and in proper form shall be null and void unless the Issuer and the Relevant Clearing System, or, in respect

of CREST Securities, the Issuer and the Operator, or, in respect of French Securities, the Issuer and the French Issue and Paying Agent agree otherwise. This provision shall not prejudice any right of the person delivering the notice to deliver a new or corrected notice. The Issuer, Operator, Paying Agent, Registrar or Transfer Agent shall use all reasonable endeavours promptly to notify any Holder submitting a notice if it is determined that such notice is not valid, effective, complete or in the proper form.

58. **Substitution (Securities other than French Securities)**

58.1 **Securities other than French Securities and Belgian Securities**

This General Condition 58.1 applies to all Securities other than French Securities and Belgian Securities.

The Issuer shall be entitled at any time, without the consent of the Holders, to substitute any other entity, the identity of which shall be determined by the Issuer, to act as issuer in respect of Securities then outstanding pursuant to the Programme (the "**New Bank Issuer**"), provided that (a) the New Bank Issuer's long-term unsecured, unsubordinated and unguaranteed debt obligations are rated at least the same as Barclays Bank PLC's long-term rating at the date on which the substitution is to take effect or the New Bank Issuer has an equivalent long-term rating from another internationally recognised rating agency and (b) no Event of Default as set out in General Condition 51 (*Events of Default*) shall occur as a result thereof. Any such substitution shall take effect upon giving notice to the Holders of each Series then outstanding, the UK Listing Authority and any other Relevant Stock Exchange and the relevant Agents.

In the event of any such substitution, any reference in the Conditions to the Issuer shall be construed as a reference to the New Bank Issuer. In connection with such right of substitution, the Issuer shall not be obliged to have regard to the consequences of the exercise of such right for individual Holders resulting from their being for any purpose domiciled or resident in, or otherwise connected with or subject to the jurisdiction of, any particular territory, and no Holder shall be entitled to claim from the Issuer or the New Bank Issuer any indemnification or payment in respect of any tax consequence of any such substitution upon such Holder.

In respect of Finnish Securities, notwithstanding the above, such substitution may only take place if Euroclear Finland gives its consent to the substitution of the Issuer with the New Bank Issuer.

In respect of Norwegian Securities, notwithstanding the above, such substitution may only take place if the VPS gives its consent to the substitution of the Issuer with the New Bank Issuer.

In respect of Swedish Securities, notwithstanding the above, such substitution may only take place if Euroclear Sweden gives its consent to the substitution of the Issuer with the New Bank Issuer.

The provisions of this Condition shall not apply to the Securities for so long as (a) the Notes are listed and admitted to trading on the regulated market of the Borsa Italiana S.p.A., or (b) the Certificates are listed and admitted to trading on the multilateral trading facility SeDex ((MTF), and (c) the rules of Borsa Italiana S.p.A., as interpreted by it, so require.

58.2 **Belgian Securities**

This General Condition 58.2 applies in respect of Belgian Securities only.

The Issuer shall be entitled at any time, without the consent of the Holders, to substitute for itself as principal obligor under the Securities any other entity, being any Affiliate of the Issuer or another company with which it consolidates, into which it merges or to which it sells, leases, transfers all or substantially all its property (the "**New Bank Issuer**"), provided that:

(a) save where the Issuer is subject to legal restructuring (including without limitation voluntary or involuntary liquidation, winding-up, dissolution, bankruptcy or insolvency or analogous proceedings), the Issuer unconditionally and irrevocably guaranteeing the fulfilment of the obligations of the New Bank Issuer arising from these Conditions;

(b) if the Issuer does not give a guarantee pursuant to (a) immediately above, the New Bank Issuer's long-term unsecured, unsubordinated and unguaranteed debt obligations are rated at least equal to or higher than that of Barclays Bank PLC's long-term debt rating at the date on which the substitution is to take effect or the New Bank Issuer has an equivalent long-term rating from another internationally recognised rating agency;

(c) the Issuer gives an indemnity in favour of the Holders in relation to any additional tax or duties or losses suffered by the Holders due to a different regulatory or tax regime of the Substitute from that of the Issuer and those additional taxes, duties or losses suffered arise or become payable solely as a result of the substitution of the Issuer for the New Bank Issuer;

(d) on the date of such substitution there being no Event of Default in existence and no event having occurred which remains in existence on such date which, in the absence of the relevant grace period, would otherwise constitute an Event of Default, in relation to the Securities and no Event of Default shall occur as a result of the substitution; and

(e) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Securities represent legal, valid and binding obligations of the Substitute having been taken, fulfilled and done and being in full force and effect.

In the event of any such substitution, any reference in the Conditions to the Issuer shall be construed as a reference to the New Bank Issuer. Such substitution shall be promptly notified to the Holders of each Series then outstanding.

59. Modifications and Meetings of Holders

59.1 Modifications without consent of Holders (Securities other than French Securities)

The Conditions of the Securities of any Series and/or the Master Agency Agreement and/or the Deed of Covenant may be amended by the Issuer in each case without the consent of the Holders if, in the reasonable opinion of the Issuer, the amendment (a) is of a formal, minor or technical nature, (b) is made to correct a manifest or proven error or omission, (c) is made to comply with mandatory provisions of the law of the Bank Jurisdiction, and/or in order to comply with the amendments to any applicable laws and regulations, or (in the case of CREST Securities and on condition that Holders of CREST Securities are given prior notice where reasonably practicable) any change in any of the CREST Requirements, (d) is made to cure, correct or supplement any defective provision contained herein and/or (e) will not materially and adversely affect the interests of the Holders. Any such modification shall be binding on the Holders and any such modification shall take effect by notice to the Holders.

59.2 Modifications requiring the consent of the Holders (Securities other than French Notes)

(a) Consent by written resolution

In addition to the powers described in paragraph (b) and paragraph (c) below, in order to modify and amend the Master Agency Agreement and the Securities (including the General Conditions) relating to a Series, a resolution in writing signed by or on behalf of the Holders of not less than 90 per cent in Aggregate Nominal Amount of Securities at the time outstanding or aggregate number of Securities, as applicable, shall be as effective as an Extraordinary Resolution

duly passed at a meeting of Holders of Securities of the relevant Series. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders. Any such resolution shall be binding on all Holders of Securities of that Series, whether signing the resolution or not.

(b) **Majority Consent**

Subject as provided in paragraph (c) below, the Master Agency Agreement contains provisions for convening meetings of the Holders to consider any matter affecting their interests, including the amendment of the Master Agency Agreement and/or of any of the Conditions relating to a Series.

Such a meeting may be convened by the Issuer or Holders holding not less than ten per cent in Aggregate Nominal Amount of the Securities at the time outstanding (in case of Notes) or aggregate number of Securities (in case of Certificates or Exercisable Certificates). At least 21 calendar days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is to be held) specifying the date, time and place of the meeting shall be given to Holders.

Except for the purposes of passing an Extraordinary Resolution, a quorum shall be two or more persons holding or representing a clear majority in Aggregate Nominal Amount or aggregate number, as applicable, of the Securities held or represented. Any such resolution duly passed shall be binding on all Holders of Securities of that Series, whether present or not.

(c) **Consent by Extraordinary Resolution**

An Extraordinary Resolution will need to be passed in respect of any of the following modifications:

(i) to amend the dates of maturity, redemption or exercise of any Securities, or any date for payment of interest on any Securities, or to extend the date for expiration, settlement or payment of any Coupon in relation to a Security;

(ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any Entitlement or any premium payable on redemption or cancellation or exercise of the Securities;

(iii) to reduce the rate or rates of interest in respect of the Securities or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount or Coupon in respect of the Securities;

(iv) to reduce any minimum and/or maximum rate of interest, or maximum and/or Minimum Tradable Amount or maximum and/or minimum Instalment Amount;

(v) to vary any method of, or basis for, calculating any Settlement Amount or Entitlement (other than as provided for in the Conditions);

(vi) to vary the currency or currencies of payment or denomination of the Securities; or

(vii) to modify the provisions concerning the quorum required at any meeting of Holders or the majority required to pass the Extraordinary Resolution.

The quorum required to pass an Extraordinary Resolution 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 nominal amount or number, as applicable,

for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on all the Holders of the relevant Series, regardless of whether they are present at the meeting.

The Holder of a Permanent Global Security shall (unless such Permanent Global Security represents only one Security) be treated as being two persons for the purposes of any quorum requirements of a meeting of Holders and, at any such meeting, the Holder of a Permanent Global Security shall be treated as having one vote in respect of each integral currency unit of the Settlement Currency of the Security, in the case of Notes, or in respect of each integral currency unit of the applicable Calculation Amount, in the case of Certificates.

(d) **Consent in respect of Finnish Securities**

In addition to the provisions set out in (a) above, the following shall apply in respect of the Finnish Securities:

(i) Any person registered on the fifth Business Day prior to the meeting of Holders as a Holder in the registers kept by Euroclear Finland in respect of the Securities shall be entitled to vote at the meeting of Holders in person or by proxy if holding any of the nominal amount of the Securities at the time of the meeting, provided that where the Securities are held by a nominee Holder, voting rights are vested with the beneficial holders who must on the fifth Business Day prior to the meeting of Holders be temporarily registered for voting purposes as the Holders on the "temporary list of owners" in accordance with the Euroclear Finland Rules for purposes of exercising voting rights in the meeting in person or by proxy.

(ii) A meeting of Holders shall be held in Helsinki and its chairman shall be appointed by the Issuer. If the Issuer fails to appoint such a chairman no later than five days prior to the meeting of Holders, he or she shall be appointed by the Issue and Paying Agent.

(iii) Resolutions passed at a meeting of Holders shall be notified to the Holders in accordance with Condition 57.1 (*Notices - To Holders*). In addition, Holders are obliged to notify subsequent transferees of the Securities of the resolutions of the meeting of Holders.

(e) **Consent in respect of Swedish Securities**

In addition to the provisions set out in (a) above, the following shall apply in respect of the Swedish Securities:

(i) Only Holders registered as Holders on the fifth Stockholm Business Day prior to the Holders' meeting (or the procedure in writing) are entitled to vote at the Holders' meeting (or the procedure in writing). The Swedish Issue and Paying Agent shall ensure that there is an excerpt from the register kept by Euroclear Sweden available at the Holders' meeting (or the procedure in writing) showing the registered Holders on the fifth Stockholm Business Day prior to the Holders' meeting (or the procedure in writing).

(ii) Holders of Securities registered with nominees shall be considered Holders instead of the authorised nominee if the Holder shows a certificate from the authorised nominee (A) certifying that the relevant person was the holder of Securities on the fifth Stockholm Business Day prior to the Holders' meeting (or procedure in writing), and (B) showing the number of Securities held by that person on the fifth Stockholm Business Day prior to the Holders' meeting (or the procedure in writing). In respect of Securities registered with authorised nominees, the

authorised nominee shall be regarded as present at the Holders' meeting (or the procedure in writing) with the number of Securities that the nominee represents as Holder.

59.3 **Modifications of French Notes**

In respect of French Notes which have a Specified Denomination of at least EUR 100,000 or which can be traded in amounts of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date), the Issuer may modify the Conditions of the Securities without the consent of the Holders to correct a manifest error.

In respect of French Notes, the following shall apply:

(a) In respect of (i) issues of French Notes with a Specified Denomination of at least 100,000 Euros (or for which the minimum purchase amount per investor and per transaction is at least 100,000 Euros), or (ii) international issues (emprunt émis à l'étranger), if the Final Terms specifies 'No *Masse'*, the Holders will not, in respect of all Tranches in any Series, be grouped for the defence of their common interests in a Masse (as defined below) and the provisions of the French Code de commerce relating to the Masse shall not apply; or

(b) In respect of French domestic issues of Notes with a Specified Denomination of less than 100,000 Euros (or for which the minimum purchase amount per investor and per transaction is less than 100,000 Euros), the Final Terms shall specify 'Full *Masse'* and the provisions of this General Condition 59.3 shall apply with respect to the full provisions of the French Code de commerce relating to the Masse. In this case, the Holders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a Masse and the provisions of the French Code de commerce relating to the Masse shall apply subject to the below provisions of this General Condition 59.3.

The names and addresses of the initial Representative (as defined below) of the *Masse* and its alternate will be set out in the Final Terms and available to third parties upon request at the head office of the Issuer and the specified offices of the Paying Agent(s). The Representative appointed in respect of the first Tranche of any Series will be the representative of the single *Masse* of all Tranches in such Series. The Representative will be entitled to a remuneration in connection with its functions or duties as set out in the Final Terms.

In the event of the death, retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, retirement or revocation of appointment of the alternate Representative, an alternate will be elected by the general meeting of the Holders of Notes (the "**General Meeting**").

In accordance with Article R.228–71 of the French Code de commerce, the right of each Holder to participate in General Meetings will be evidenced by the entries in the books of the relevant Accountholder of the name of such Holder as of 12:00 midnight, Paris time, on the second business day in Paris preceding the date set for the relevant General Meeting.

The place where a General Meeting shall be held will be set out in the notice convening such General Meeting.

(c) In respect of issues of French Notes with a Specified Denomination of at least 100,000 Euros (or for which the minimum purchase amount per investor and per transaction is at least 100,000 Euros), or (iii) international issues (emprunt émis à l'étranger), if the Final Terms specifies 'Contractual *Masse*', the Holders will, in respect of all Tranches in any Series, be grouped automatically for the

defence of their common interests in a masse (in each case, the "**Masse**") which will be subject to the provisions of this General Condition 59.3 below.

The *Masse* will be governed by the provisions of the French Code de commerce with the exception of Articles L.228–48, L.228–59, the second sentence of Article L.228-65 II and Articles R.228–63, R.228–67 and R.228–69 subject to the following provisions:

(i) **Legal Personality**

The *Masse* will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through a General Meeting of the Holders.

The *Masse* alone, to the exclusion of all individual Holders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the French Notes.

(ii) **Representative**

The office of Representative may be conferred on a person of any nationality who agrees to perform such function.

However, the following persons may not be chosen as Representative:

(A) the Issuer, the members of its Management Board (*Directoire*) or Supervisory Board (*Conseil de Surveillance*), its general managers (*directeurs généraux*), its statutory auditors, its employees and their ascendants, descendants and spouse; or

(B) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their Board of Directors, Executive Board or Supervisory Board, their statutory auditors, employees and their ascendants, descendants and spouse; or

(C) companies holding ten per cent or more of the share capital of the Issuer or companies having ten per cent or more of their share capital held by the Issuer; or

(D) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

All interested parties will at all times have the right to obtain the names and addresses of the initial Representative and the alternate Representative at the head office of the Issuer and the specified offices of the Paying Agent(s).

In the event of death, retirement or revocation of appointment of the Representative, such Representative will be replaced by the alternate Representative. In the event of the death, retirement or revocation of appointment of the alternate Representative, another alternate Representative will be elected by the General Meeting of Holders.

(iii) **Powers of the Representative**

The Representative shall, in the absence of any decision to the contrary of the General Meeting, have the power to take all acts of management necessary in order to defend the common interests of the Holders.

All legal proceedings against the Holders or initiated by them, must be brought by or against the Representative.

The Representative may not interfere in the management of the affairs of the Issuer.

The Representative may delegate his powers to a third party, subject to the prohibitions specified in Articles L. 228-49, L.228-62 and L.228.63 of the French *Code de Commerce*.

(iv) **General Meeting**

A General Meeting may be held at any time on convocation either by the Issuer or by the Representative. One or more Holders, holding together at least one-thirtieth of the nominal amount of the French Notes outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months of such demand, the Holders may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, hour, place and agenda of any General Meeting will be published not less than 15 days prior to the date of such General Meeting.

Each Holder has the right to participate in a General Meeting in person or by proxy, correspondence, videoconference or any other means of telecommunication allowing the identification of the participating Holders.

Each French Note carries the right to one vote. General Meetings may deliberate validly on first convocation only if Holders present or represented hold at least one-fifth of the nominal amount of the French Notes then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third majority of votes cast by Holders attending such General Meetings or represented thereat.

In accordance with Article R.228–71 of the French *Code de commerce*, the rights of each Holder to participate in General Meetings will be evidenced by the entries in the books of the relevant Accountholder of the name of such Holder on the second Business Day in Paris preceding the date set for the relevant General Meeting at 12.00 midnight, Paris time.

Decisions of General Meetings must be published in accordance with the provisions set out in General Condition 57 (*Notices*).

(v) **Powers of the General Meeting**

The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate Representative and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the French Notes, including authorising the Representative to act at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions, including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase the liabilities (*charges*) of the

Holders, nor authorise or accept a postponement of the date of payment of interest on or a modification of the terms of repayment of or the rate of interest on the French Notes, nor establish any unequal treatment between the Holders.

(vi) **Written Decision and Electronic Consent**

At the initiative of the Issuer or the Representative, collectives decisions may also be taken by a written decision ('the "**Written Decision**").

Such Written Decision shall be signed by or on behalf of Holders holding not less than 66.67% of the Securities without having to comply with formalities and time limits .

Pursuant to Article L.228-46-1 of the French Code de commerce, the Holders may also express their approval or rejection of the proposed Written Decision by way of electronic communication allowing the identification of the Holders (the "**Electronic Consent**").

(vii) **Expenses**

The Issuer will bear the cost of compensating the representative of the *Masse* as well as the expense of calling and holding the General Meetings, publishing its decisions, the fees relating to the appointment of the representative of the Masse under Article L.228–50 of the French *Code de commerce*, where applicable, and, more generally, all costs arising from the administration and operation of the *Masse*.

(viii) **Information to the Holders**

General Meetings shall be held at the registered office of the Issuer or any other place specified in the notice convening the meeting. Each Holder shall have the right, during the 15-day period preceding the General Meeting of the *Masse*, to examine or make copies of the text of the proposed resolutions, as well as any reports to be presented to the General Meeting, at the registered office or administrative headquarters of the Issuer or at such other place as may be specified in the notice convening the meeting, or to cause an agent to do the foregoing on its behalf.

(ix) **Single *Masse***

In the event that subsequent issues of French Notes give subscribers rights identical to those under the French Notes, and if the terms and conditions of such subsequent French Notes so provide, the Holders of all of such French Notes shall be grouped together in a single *Masse*.

60. **Further Issues**

The Issuer shall be at liberty from time to time, without the consent of the Holders, to create and issue further Securities so as to form a single Series with the Securities of any particular Series.

In the case of French Securities, such further Securities shall be assimilated (*assimilables*) with Securities as regards their financial services.

61. **Purchases and Cancellations**

The Issuer and any of its subsidiaries may at any time purchase Securities (provided that all unmatured Coupons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

All Securities so purchased may be held, surrendered for cancellation, or reissued or resold, and Securities so reissued or resold shall for all purposes be deemed to form part of the original Series, all in accordance with applicable laws and regulations.

French Cleared Securities and French Securities shall be cancelled by being transferred to an account in accordance with the rules and proceedings of Euroclear France.

Notwithstanding anything to the contrary above, all CREST Securities so purchased by the Issuer or any of its subsidiaries may be cancelled by agreement between the Issuer and the CREST Agent, provided that such cancellation shall be in accordance with the CREST Requirements in effect at the relevant time.

62. Governing law and jurisdiction

62.1 Governing law

(a) Governing law in relation to Securities other than French Securities and Swiss Securities

The Securities (other than French Securities and Swiss Securities), Coupons, Receipts, the Deed of Covenant and/or the Master Agency Agreement and any non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with English law.

(b) Governing law in relation to French Securities

In the case of French Securities, any contractual or non-contractual obligation arising out of or in connection with French Securities is governed by, and shall be construed in accordance with, French law.

(c) Governing law in relation to Swiss Securities

In the case of Swiss Securities, the Securities, Coupons, Receipts and any non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with Swiss law.

(d) Danish Securities, Finnish Securities, Norwegian Securities and Swedish Securities

Danish law will be applicable in respect of the registration (including transfer of title redemption, exercise, cancellation and payments) of Danish Securities in the VP. Finnish law will be applicable in respect of the title to and registration of Finnish Securities in Euroclear Finland. Norwegian law will be applicable in respect of the registration of Norwegian Securities in the VPS. Swedish law will be applicable in respect of the registration of Swedish Securities in Euroclear Sweden.

62.2 Jurisdiction

(a) Jurisdiction in relation to Securities other than French Securities and Swiss Securities

The courts of England are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Securities (other than French Securities and Swiss Securities), Coupons, Receipts, the Deed of Covenant and/or the Master Agency Agreement and accordingly any legal action or proceedings arising out of or in connection with them shall be brought in such courts.

(b) **Jurisdiction in relation to French Securities**

The competent courts in Paris are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any French Securities, Coupons or Receipts and accordingly any legal action or proceedings arising out of or in connection with them shall be brought in such courts.

(c) **Jurisdiction in relation to Swiss Securities**

The courts of Zurich are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Swiss Securities, Coupons, Receipts and/or the Master Agency Agreement and, accordingly, any legal action or proceedings arising out of or in connection with them shall be brought in such courts.

63. **Contracts (Rights of Third Parties) Act 1999**

In respect of any Securities which are governed by English law, no person shall have any right to enforce any term or condition of the Securities under the Contracts (Rights of Third Parties) Act 1999.

64. **Severability**

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

65. **Definitions and Interpretation**

65.1 **Definitions**

In the Conditions, unless the context otherwise requires, the following terms shall have the respective meanings set out below:

"**Account Bank**" means, in relation to a payment denominated in a particular currency, a bank in the principal financial centre for such currency or, where the relevant payment is denominated in euro, in a city in which banks have access to the TARGET System.

"**Accountholder**" has the meaning given to it in General Condition 1.4(a) (*Title to Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Securities, Norwegian Securities, Swedish Securities, Swiss Securities and Swiss Cleared Securities)*).

"**Accrual Days**" has the meaning given to it in General Condition 9.12 (*Range Accrual*).

"**Accrual Type**" means Single Asset, Basket, or All Assets as specified in the Final Terms.

"**Additional Amounts**" has the meaning given to it in General Condition 53 (*Taxation*).

"**Additional Business Centre**" means each centre as specified in the Final Terms.

"**Additional Disruption Event**" means:

(a) unless the Final Terms specifies it to be 'Not Applicable', each of a Change in Law, Currency Disruption Event, Hedging Disruption, Issuer Tax Event, and Extraordinary Market Disruption;

(b) if the Securities are Share Linked Securities, Equity Index Linked Securities or Hybrid Basket Linked Securities and in each case if the Final Terms specifies it to be 'Applicable', each of Increased Cost of Hedging, Affected Jurisdiction

Hedging Disruption, Affected Jurisdiction Increased Cost of Hedging, Increased Cost of Stock Borrow, Loss of Stock Borrow, Foreign Ownership Event and Fund Disruption Event;

(c) if the Securities are Equity Index Linked Securities or Hybrid Basket Linked Securities and if so designated by the Determination Agent in accordance with General Condition 16.1 (*Equity Index Adjustment Events)*, an Index Adjustment Event;

(d) if the Securities are Share Linked Securities or Hybrid Basket Linked Securities, each of a Merger Event, Nationalisation, Insolvency, Insolvency Filing, Delisting and Tender Offer;

(e) if the Securities are FX Linked Securities, and if so designated by the Determination Agent in accordance with General Condition 20.3(b) (*Disruption Fallbacks*), an FX Disruption Event (FX);

(f) if the Securities are Share Linked Securities, Equity Index Linked Securities or Hybrid Basket Linked Securities, and if so designated by the Determination Agent in accordance with General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*);

(g) if the Securities are Fund Linked Securities or Hybrid Basket Linked Securities, and if so designated by the Determination Agent in accordance with General Condition 27 (*Consequences of a Fund Event*), a Fund Event;

(h) if the Securities are Fund Linked Securities or Hybrid Basket Linked Securities, and if so designated by the Determination Agent in accordance with General Condition 28 (*Potential Adjustment of Payment Events*) a Potential Adjustment of Payment Event;

(i) if the Securities are Fund Linked Securities or Hybrid Basket Linked Securities other than Belgian Securities, Hedging Disruption;

(j) if the Securities are Barclays Index Linked Securities or Hybrid Basket Linked Securities and if the Final Terms specifies it to be 'Applicable', a Barclays Index Disruption;

(k) if the Securities are Barclays Index Linked Securities or Hybrid Basket Linked Securities other than Belgian Securities, Hedging Disruption;

(l) if the Securities are Barclays Index Linked Securities or Hybrid Basket Linked Securities, each Additional Disruption Event with respect to any Fund Component of the Barclays Index or Barclays Indices to which such Securities are linked;

(m) if so designated by the Determination Agent in accordance with General Condition 47 (*Administrator/Benchmark Event*), an Administrator/Benchmark Event;

(n) an FX Disruption Event; and

(o) if the Securities are CREST Securities, at any time the Securities cease to be held in uncertificated form and/or accepted for clearance through CREST, or notice is received by or on behalf of the Issuer that the CREST Securities will cease to be held in uncertificated form and cleared through CREST and/or CREST is closed for business for a continuous period of 14 calendar days (other than by reason of holidays, statute or otherwise) or announces an intention permanently to cease business or does in fact do so,

provided, however, that (and notwithstanding anything else in the Conditions), in respect of Belgian Securities, no event(s) shall constitute an Additional Disruption

Event unless (i) such event or combination of events has had or can be expected to have, a material adverse effect on the Securities by significantly altering the economic objective and rationale of the Securities from those that existed on the Trade Date and (ii) the Issuer is not responsible for the occurrence of such event(s).

"**Adjustment Event Amount**" has the meaning given to it in General Condition 17.1 (*Potential Adjustment Events*).

"**Adjusted Final Performance**" has the meaning given to it in General Condition 12.13 (*Delta One (with fee drain)*).

"**Adjusted Performance**" has the meaning given to it in General Condition 12.13 (*Delta One (with fee drain)*).

"**Adjustment Event Securities**" has the meaning given to it in General Condition 17.1 (*Potential Adjustment Events*).

"**Adjustment(s)**" has the meaning given to it in General Condition 17.1 (*Potential Adjustment Events*).

"**Administrator/Benchmark Event**" means, in respect of any Securities and a Relevant Benchmark, the occurrence or existence, as determined by the Determination Agent, of any of the following events in respect of such Relevant Benchmark:

(a) a "**Non-Approval Event**", being any of the following:

(i) any authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is not obtained;

(ii) the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is not included in an official register; or

(iii) the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark does not fulfil any other legal or regulatory requirement applicable to the Securities or the Relevant Benchmark,

in each case, if required in order for the Issuer or the Determination Agent to perform its or their respective obligations in respect of the Securities in compliance with the Benchmarks Regulation. For the avoidance of doubt, a Non-Approval Event shall not occur if the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is not included in an official register because its authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended if, at the time of such suspension, the continued provision and use of the Relevant Benchmark is permitted in respect of the Securities under the Benchmarks Regulation during the period of such suspension;

(b) a "**Rejection Event**", being the relevant competent authority or other relevant official body rejects or refuses any application for authorisation, registration, recognition, endorsement, an equivalence decision, approval or inclusion in any official register which, in each case, is required in relation to the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark for the Issuer or the Determination Agent to perform its or their respective obligations in respect of the Securities in compliance with the Benchmarks Regulation;

(c) a "**Suspension/Withdrawal Event**", being any of the following:

(i) the relevant competent authority or other relevant official body suspends or withdraws any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark which is

required in order for the Issuer or the Determination Agent to perform its or their respective obligations in respect of the Securities in compliance with the Benchmarks Regulation; or

(ii) the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is removed from any official register where inclusion in such register is required in order for the Issuer or the Determination Agent to perform its or their respective obligations in respect of the Securities in compliance with the Benchmarks Regulation.

For the avoidance of doubt, a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or where inclusion in any official register is withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Relevant Benchmark is permitted in respect of the Securities under the Benchmarks Regulation during the period of such suspension or withdrawal; or

(d) any material change in the methodology or other terms of the Relevant Benchmark.

"**Affected Assets**" has the meaning given to it in General Condition 7.1(b) (*Settlement Disruption Event*).

"**Affected Entitlement Components**" has the meaning given to it in General Condition 7.1(c) (*Entitlement Substitution*).

"**Affected Jurisdiction**" means, if the Final Terms specifies 'Affected Jurisdiction Hedging Disruption' and/or 'Affected Jurisdiction Increased Cost of Hedging' to be 'Applicable', the jurisdiction of the Hedge Positions, as specified in the Final Terms.

"**Affected Jurisdiction Hedging Disruption**" means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Securities or (b) freely realise, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions or the Securities between accounts within the Affected Jurisdiction or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

"**Affected Jurisdiction Increased Cost of Hedging**" means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Securities, or (b) realise, recover or remit the proceeds of Hedge Positions or the Securities between accounts within the Affected Jurisdiction or from accounts within the Affected Jurisdiction to accounts outside the Affected Jurisdiction.

"**Affected Share(j)**" has the meaning given to it in General Condition 17.3 (*Substitution of Shares*).

"**Affected Share(k)$_{\text{(Interest)}}$**" has the meaning given to it in General Condition 17.3 (*Substitution of Shares*).

"**Affected Share(k)$_{\text{(Settlement)}}$**" has the meaning given to it in General Condition 17.3 (*Substitution of Shares*).

"**Affected Shares**" has the meaning given to it in General Condition 17.3 (*Substitution of Shares*).

"**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.

"**AFP**" means Adjusted Final Performance.

"**Agents**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Aggregate Nominal Amount**" means, on the Issue Date, the aggregate nominal amount of the Securities of such Series specified in the Final Terms and on any date thereafter such amount as reduced by any partial redemption on or prior to such date.

"**Alternate Cash Amount**" means, in respect of each Security, an amount in the Settlement Currency equal to the pro rata proportion of the market value of the Affected Entitlement Components on or about the Alternate Cash Amount Settlement Date. Such amount shall be determined by the Determination Agent by reference to such factors as the Determination Agent considers to be appropriate including, without limitation:

(a) market prices or values for the Underlying Asset(s) and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time;

(b) the remaining term of the Securities had they remained outstanding to scheduled maturity or expiry and/or any scheduled early redemption or cancellation date;

(c) the value at the relevant time of any minimum redemption, settlement or cancellation amount which would have been payable had the Securities remained outstanding to scheduled maturity or expiry and/or any scheduled early redemption or cancellation date;

(d) internal pricing models; and

(e) prices at which other market participants might bid for securities similar to the Securities,

provided that, where the Final Terms specifies 'Unwind Costs' to be 'Not Applicable', the Determination Agent shall not take into account deductions for any costs, charges, fees, accruals, losses and expenses, which are incurred by the Issuer or its Affiliates relating to the unwinding of any Hedge Positions and/or related funding arrangements, when determining such amount.

"**Alternate Cash Amount Settlement Date**" means such date as the Issuer may determine.

"**Announcement Date**" means (a) in respect of a Merger Event or Nationalisation or Delisting, the date of the first public announcement of a firm intention, in the case of a Merger Event, to merge or to make an offer and, in the case of a Nationalisation, to nationalise (whether or not amended or on the terms originally announced) and, in the case of a Delisting, the date of the first public announcement by the Exchange that the relevant Shares will cease to be listed, traded or publicly quoted that leads to the Merger Event or the Nationalisation or Delisting, as the case may be, and (b) in respect of an Insolvency or an Insolvency Filing, the date of the first public announcement of the termination, dissolution or institution of a proceeding, presentation of a petition or passing of a resolution (or other analogous procedure in any jurisdiction) that leads to the Insolvency or Insolvency Filing.

"**AP_{D-1}**" has the meaning given to it in General Condition 12.13(c) (*Relevant defined terms*).

"**Asset Performance**" means in relation to an Underlying Asset:

(a) in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price$_{(Interest)}$, each in relation to such Underlying Asset;

(b) in relation to an Autocall Valuation Date, the Autocall Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to such Underlying Asset;

(c) in relation to the Final Valuation Date, the Final Valuation Price divided by the Initial Price$_{(Settlement),}$ each in relation to such Underlying Asset; or

(d) in relation to any other Scheduled Trading Day, the Valuation Price, as applicable, divided by the Initial Price$_{(Settlement)}$, each in relation to such Underlying Asset.

"**Asset Performance Rank**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Asset Scheduled Trading Day**" means, in respect of an Underlying Asset and:

(a) a Share Linked Security, Equity Index Linked Security, Fund Linked Security or Barclays Interest Linked Security where the Final Terms specifies the 'Underlying Performance Type($_{Interest}$)', 'Underlying Performance Type($_{Autocall}$)' or the 'Underlying Performance Type($_{Settlement}$)' to be 'Single Asset', a Scheduled Trading Day; or

(b) a Share Linked Security, Equity Index Linked Security, Fund Linked Security, Barclays Index Linked Security or Hybrid Basket Linked Security where the Final Terms specifies the 'Underlying Performance Type($_{Interest}$)', 'Underlying Performance Type($_{Autocall}$)' or the 'Underlying Performance Type($_{Settlement}$)' to be 'Basket', 'Best-of', 'Worst-of', 'Outperformance', 'Rainbow Basket' or 'Rainbow Weighted Profile', a Common Scheduled Trading Day.

"**Autocall Barrier Percentage**" has the meaning given to it in the relevant sub-paragraph of General Condition 10 (*Automatic Settlement (Autocall)*).

"**Autocall Barrier Percentage$_{(Reset)}$**" has the meaning given to it in the relevant sub-paragraph of General Condition 10 (*Automatic Settlement (Autocall)*).

"**Autocall Cash Settlement Amount**" has the meaning given to it in General Condition 10.2 (*Autocall Cash Settlement Amount following an Automatic Settlement (Autocall) Event*).

"**Autocall Performance**" has the meaning given to it in General Condition 10.3 (*Relevant defined terms*).

"**Autocall 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 Autocall Valuation Date.

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

"**Autocall Reset Event**" has the meaning given to it in the relevant sub-paragraph of General Condition 10 (*Automatic Settlement (Autocall)*).

"**Autocall Reset Percentage**" has the meaning given to it in the relevant sub-paragraph of General Condition 10 (*Automatic Settlement (Autocall)*).

"**Autocall Reset Performance**" has the meaning given to it in the relevant sub-paragraph of General Condition 10 (*Automatic Settlement (Autocall)*).

"**Autocall Settlement Date**" has the meaning given to it in General Condition 10 (*Automatic Settlement (Autocall)*).

"**Autocall Settlement Percentage**" has the meaning given to it in General Condition 10.3 (*Relevant defined terms*).

"**Autocall Valuation Date**" has the meaning given to it in the relevant sub-paragraph of General Condition 10.3 (*Relevant defined terms*).

"**Autocall Valuation Price**" has the meaning given to it in the relevant sub-paragraph of General Condition 10.3 (*Relevant defined terms*).

"**Automatic Settlement (Autocall) Event**" has the meaning given to it in General Condition 10.3 (*Relevant defined terms*).

"**Averaging Dates**" means, if applicable, each of the Averaging-in Dates and Averaging-out Dates, in each case subject to General Condition 18 (*Consequences of Disrupted Days*) (in the case of Share Linked Securities or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 37 (*Consequences upon a Reference Date becoming a Disrupted Day*) (in the case of Barclays Index Linked Securities) or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities) (individually, each an "**Averaging Date**").

"**Averaging Dates (FX)**" means, in respect of a Rate Calculation Date, the dates specified as such in respect of such Rate Calculation Date in the Final Terms (individually, each an "**Averaging Date (FX)**"), or, in each case, if such day is not an FX Business Day, the next following FX Business Day (or, if the Final Terms specifies 'Modified Postponement (FX)' to be 'Applicable', the next following FX Business Day on which another Averaging Date (FX) does not or is not deemed to occur).

"**Averaging-in Dates**" means, in relation to Initial Price$_{(Interest)}$ and/or Initial Price$_{(Settlement)}$ where applicable, each of the dates as specified in the Final Terms, in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) (in the case of Barclays Index Linked Securities) or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities).

"**Averaging-out Dates**" means, in relation to an Interest Valuation Date, Autocall Valuation Date or the Final Valuation Date where 'Averaging-out' is applicable, each of the dates as specified in the Final Terms, in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) (in the case of Barclays Index Linked Securities) or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities).

"**AVP**" means Autocall Valuation Price.

"**Bank Jurisdiction**" means, at any time, the jurisdiction of incorporation of the Issuer or any New Bank Issuer substituted therefor in accordance with General Condition 58 (*Substitution (Securities other than French Securities)*).

"**Banking Day**" means, in respect of any city, any day (other than a Saturday or a Sunday) on which commercial banks are generally open for business, including dealings in foreign exchange and foreign currency deposits in that city.

"**Barclays Index**" means each index specified as such in the Final Terms.

"**Barclays Index Disruption**" means, in respect of a Barclays Index and one or more Components thereof, the occurrence of any of the following, provided that, in respect of Belgian Securities only, the Determination Agent determines that it is an event (or are events) for which the Issuer is not accountable:

(a) a general moratorium in respect of banking activities in the country in which an Exchange or Related Exchange is located is either announced or imposed;

(b) it becomes impossible to obtain a relevant rate on any Component Scheduled Trading Day in the inter-bank market;

(c) any expropriation, confiscation, requisition, nationalisation or other action by any governmental authority which deprives the Issuer (or any of its Affiliates) of all or substantially all of its assets in the country of the principal financial centre of the currency of a Component;

(d) the imposition of any tax and/or levy with punitive character is imposed or announced in the country of the principal financial centre of the currency of a Component;

(e) limitations on the repatriation of invested capital in the country of the principal financial centre of the currency of a Component are announced or imposed;

(f) any event regarding the maintenance of portfolio securities and cash with sub-custodians and securities depositories in the country of the currency of a Component occurs which deprives the Issuer (or any of its Affiliates) of all or substantially all of its assets in the country of the principal financial centre of the currency of such Component;

(g) a change in (i) the operation, organisation or management of any ETF (including without limitation any change to the services providers of the ETF) or (ii) the investment objectives, dealing terms or risk profile of any ETF (including without limitation any change in the type of assets in which the relevant ETF invests or the level of embedded leverage), which in the case of either (i) or (ii) the Determination Agent considers to be material (or, in the case of Belgian Securities, either (i) or (ii) or a combination of both events has had, or can be expected to have, a material adverse effect on the Barclays Index Linked Securities by significantly altering the economic objective and rationale of the Barclays Index Linked Securities from those that existed on the Trade Date); or

(h) the activities of any ETF, its directors or service providers become subject to (i) any investigation, review, proceeding or litigation for reasons of any alleged wrongdoing, breach of any rule or regulation or other similar reason, or (ii) any disciplinary action is taken in respect of such ETF, its directors or service providers (including without limitation the suspension or removal of any requisite approval or licence), in each case by any governmental, legal, administrative or regulatory authority, which in the case of either (i) or (ii) the Determination Agent considers to be material (or, in the case of Belgian Securities, either (i) or (ii) or a combination of both events has had, or can be expected to have, a material adverse effect on the Barclays Index Linked Securities by significantly altering the economic objective and rationale of the Barclays Index Linked Securities from those that existed on the Trade Date).

"**Barclays Index Linked Security**" means any Security for which the Underlying Asset (or each of the Underlying Assets in the Basket) is a Barclays Index.

"**Barclays Index Linked Security (ex Fund)**" means a Barclays Index Linked Security which is not subject to the Fund Component Linked Conditions.

"**Barclays Index Linked Security (inc Fund)**" means a Barclays Index Linked Security which is subject to the Fund Component Linked Conditions.

"**Barrier Condition**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Barrier Observation Date**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Barrier Observation Period**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Basket**" means, subject to adjustment in accordance with the General Conditions, a basket composed of Shares, Equity Indices, FX Pairs, Funds and/or Barclays Indices, as specified in the Final Terms, provided that if any of 'Basket$_{(Interest)}$', 'Basket$_{(Autocall\ Settlement)}$' and/or Basket$_{(Final\ Settlement)}$' is/are specified in the Final Terms, then:

(a) for the purposes of General Condition 9 (*Interest*) and for the determination of the Interest Amount, Basket shall mean Basket$_{(Interest)}$ (if applicable);

(b) for the purposes of General Condition 10 (*Automatic Settlement (Autocall)*) and for the determination of an Automatic Settlement (Autocall) Event, Basket shall mean Basket$_{(Autocall\ Settlement)}$ (if applicable); and

(c) for the purposes of General Condition 12 (*Final Settlement*) and for the determination of the Final Cash Settlement Amount, Basket shall mean Basket$_{(Final\ Settlement)}$ (if applicable).

"**Basket of Barclays Indices**" means, in relation to a Series, a basket composed of each Barclays Index specified in the Final Terms in the relative proportions indicated in the Final Terms.

"**Basket Observation Period**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Basket Payoff**" has the meaning given to it in General Condition 9.16 (*Call (with rainbow feature) – Basket*).

"**Bearer Securities**" has the meaning given to it in General Condition 1.1(a) (*Form of Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Cleared Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)*).

"**Belgian Securities**" means Securities specified as such in the Final Terms.

"**Benchmarks Regulation**" means Regulation (EU) 2016/1011 of the European Parliament and the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending directives 2008/48/EC and 2014/17/EU and Regulation (EU) 596/2014 (as may be amended from time to time), including any subsidiary legislation or rules and regulations and associated guidance.

"**Benchmark Replacement**" means a rate for the same Designated Maturity as the then-current Discontinued Reference Rate as determined by the Determination Agent using Linear Interpolation, plus the Benchmark Replacement Adjustment for such Discontinued Reference Rate; provided that if the Determination Agent cannot determine the Benchmark Replacement using Linear Interpolation, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Determination Agent as of the Benchmark Replacement Date:

(a) the sum of: (i) Term SOFR and (ii) the Benchmark Replacement Adjustment;

(b) the sum of: (i) Compounded SOFR and (ii) the Benchmark Replacement Adjustment;

(c) the sum of: (i) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Discontinued Reference Rate for the same Designated Maturity and (ii) the Benchmark Replacement Adjustment;

(d) the sum of: (i) the ISDA Fallback Rate and (ii) the Benchmark Replacement Adjustment;

(e) the sum of: (i) the alternate rate of interest that has been selected by the Issuer or the Determination Agent as the replacement for the then-current Discontinued Reference Rate for the same Designated Maturity giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Discontinued Reference Rate for USD-denominated floating rate notes at such time and (ii) the Benchmark Replacement Adjustment.

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Determination Agent as of the Benchmark Replacement Date:

(a) the spread adjustment (which may be a positive or negative value or zero), or method for calculating or determining such spread adjustment, that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;

(c) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or the 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 Discontinued Reference Rate with the applicable Unadjusted Benchmark Replacement for USD-denominated floating rate notes at such time.

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including without limitation changes to the definition of "Interest Calculation Period" or "Interest Determination Date" or other applicable periods and dates, as the case may be, timing and frequency of determining rates and making payments of interest or coupon, rounding of amounts or tenors, and other administrative matters) that the Determination Agent determines is appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Determination Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Determination Agent determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Determination Agent determines is reasonably necessary).

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Discontinued Reference Rate:

(a) in the case of paragraph (a) or (b) of the definition of "Benchmark 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 Reference Rate permanently or indefinitely ceases to provide the Reference Rate; or

(b) in the case of paragraph (c) of the definition of "Benchmark 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 Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Relevant Time for such determination.

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Reference Rate:

(a) a public statement or publication of information by or on behalf of the administrator of the Reference Rate announcing that such administrator has ceased or will cease to provide the Reference Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Reference Rate;

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the Reference Rate, the central bank for the currency of the Reference Rate, an insolvency official with jurisdiction over the administrator for the Reference Rate, a resolution authority with jurisdiction over the administrator for the Reference Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the Reference Rate, which states that the administrator of the Reference Rate has ceased or will cease to provide the Reference Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Reference Rate; or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of the Reference Rate announcing that the Reference Rate is no longer representative.

"**Best Performing Underlying Asset**" means, in relation to an Asset Scheduled Trading Day, the Underlying Asset with the highest Asset Performance on such day, provided that, in each case, where more than one Underlying Asset has the same highest Asset Performance, the Determination Agent shall select which of the Underlying Assets with the same highest Asset Performance shall be the Best Performing Underlying Asset.

"**Bonus**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Bonus Percentage**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Borrow Cost**" means, in respect of a Share Linked Security and/or an Equity Index Linked Security and a Share or a Component comprised in an Equity Index, the cost to borrow the relevant Share that would be incurred by a third-party market participant borrowing such Shares on the relevant date of determination. Such costs shall include (a) the spread below the applicable floating rate of return that would be earned on collateral posted in connection with such borrowed Shares, net of any costs or fees, and (b) any stock loan borrow fee that would be payable for such Shares, expressed as a fixed rate per annum.

"**Business Day**" means a day which is each of:

(a) 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 any Additional Business Centre specified in the Final Terms;

(b) in respect of Cleared Securities, a Clearing System Business Day for the Relevant Clearing System;

(c) in relation to any sum payable in a currency other than euro, 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 currency (if other than any Additional Business Centre);

(d) in relation to any sum payable in euro, a TARGET Business Day; and

(e) in respect of CREST Securities, a CREST Business Day.

"**Business Day Convention**" means any of the conventions specified in General Condition 5.4 (*Business Day Convention*).

"**C Rules**" means the requirements under US Treasury Regulation section 1.163-5(c)(2)(i)(C).

"**Calculation Amount**" or "**CA**" means, in respect of a Series, the amount as specified in the Final Terms, provided that in respect of Instalment Notes, where the nominal amount of such Instalment Notes is reduced in accordance with General Condition 15 (*Settlement by Instalments*), then for all purposes the Calculation Amount shall be deemed to be reduced pro rata by such nominal amount reduction with effect from the related Instalment Date, subject to the provisions set out in General Condition 15 (*Settlement by Instalments*).

"**Call Asset Performance**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Call Basket Payoff**" has the meaning given to it in General Condition 9 (*Interest*).

"**Call Basket Performance**" has the meaning given to it in General Condition 9.17(c) (*Relevant defined terms*).

"**Cap (FX)**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Cap$_{\text{(Interest)}}$**" has the meaning given to it in General Condition 9 (*Interest*).

"**Cap$_{\text{(Settlement)}}$**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Call Strike**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Certificates**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**CDI**" means dematerialised depository interests issued, held, settled and transferred through CREST that represent interests in specified Securities.

"**CET**" means Central European Time.

"**CGN Form**" has the meaning given to it in General Condition 1.1(j) (*Initial issue of Global Securities*).

"**Change in Law**" means that, on or after the Trade Date, due to (a) the adoption or announcement of or any change in any applicable law, regulation, rule, order, ruling or procedure (including, without limitation, any tax law and any regulation, rule, order, ruling or procedure of any applicable regulatory authority, tax authority and/or any exchange), or (b) the promulgation of or any change in or public announcement of the formal or informal interpretation by any court, tribunal or regulatory authority with

competent jurisdiction (including, without limitation, any relevant exchange or trading facility) of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that (i) it will, or there is a substantial likelihood that it will, become, or it has become, illegal for the Issuer and/or any of its Affiliates to hold, acquire, deal in or dispose of the Hedge Positions relating to the Securities or contracts in securities, options, futures, derivatives or foreign exchange relating to such Securities in the manner contemplated by the relevant hedging party on the Trade Date, or (ii) except in relation to Securities listed on the SeDeX, the Issuer or any of its Affiliates will incur a materially increased cost in (x) performing its or their obligations under such Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its or their tax position) or (y) acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any Hedge Positions relating to the Securities or contracts in securities, options, futures, derivatives or foreign exchange relating to such Securities.

"**Cleared Securities**" means any Securities held by a Common Depositary, Common Safekeeper or custodian for, or registered in the name of, a nominee of a Relevant Clearing System (and each a "Cleared Security").

"**Clearing System Business Day**" means, in respect of a Relevant Clearing System, any day on which such Relevant Clearing System is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

"**Clearstream**" means Clearstream Banking, société anonyme, or any successor thereto.

"**Clearstream Rules**" means the Management Regulations of Clearstream and the Instructions to Participants of Clearstream, as may be from time to time amended, supplemented or modified.

"**Cliquet Observation Date**" has the meaning given to it in General Condition 9.15 (*Cliquet – Single Asset*).

"**Cliquet Payoff**" has the meaning given to it in General Condition 9.15 (*Cliquet – Single Asset*).

"**Cliquet Performance**" has the meaning given to it in General Condition 9.15 (*Cliquet – Single Asset*).

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

(a) *CNY Illiquidity*: it is or becomes or is likely to become impossible (where it had previously been possible) or impracticable (where it had previously been practicable) for the Issuer to obtain a firm quote of an offer price in respect of a relevant amount of CNY in the general CNY exchange market in Hong Kong in order to make any calculation which needs to be made to perform its obligations under the Securities; and/or

(b) *CNY Specific Inconvertibility*: the occurrence of any event that makes it or is likely to make it impossible (where it had previously been possible) and/or impracticable (where it had previously been practicable) for the Issuer to convert a relevant amount of CNY into or from USD in the general CNY exchange market in Hong Kong, other than where such impossibility or impracticability is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any governmental authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible and/or impracticable for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation). For the avoidance of doubt, the inability for the Issuer to convert CNY solely due to issues relating to its creditworthiness shall not constitute an CNY Specific Inconvertibility; and/or

(c) *CNY Specific Non-Transferability*: the occurrence of any event that makes it or is likely to make it impossible (where it had previously been possible) and/or impracticable (where it had previously been practicable) for the Issuer to transfer CNY between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong and outside Mainland China or from an account outside Hong Kong and outside Mainland China to an account inside Hong Kong, other than where such impossibility or impracticability is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any governmental authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation). For the purpose of CNY Specific Non-Transferability only, a segregated Chinese Renminbi 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.

For the avoidance of doubt, references to 'general CNY exchange market in Hong Kong' under the headings 'CNY Illiquidity' and 'CNY Specific Inconvertibility' refer to the purchase, sale, lending or borrowing of CNY for general purposes (including, but not limited to, funding), and therefore any purchase or sale of CNY where such CNY is required by relevant laws or regulations for settlement of any cross-border trade transaction with an entity in Mainland China, or any purchase or sale of CNY for personal customers residing in Hong Kong, would not be a purchase or sale made in such general CNY exchange market.

"**Code**" has the meaning given to it in General Condition 53 (*Taxation*).

"**Common Depositary**" means, in relation to a particular Series, whether listed on any Relevant Stock Exchange or elsewhere, the common depositary (who shall be outside the United Kingdom and the United States (and the possessions of the United States)) appointed with respect to such Series.

"**Common Safekeeper**" has the meaning given to it in General Condition 1.1(j) (*Initial issue of Global Securities*).

"**Common Scheduled Trading Day**" means, in respect of more than one Share, Equity Index, Fund or Barclays Index in a Basket of Underlying Assets, each day which is a Scheduled Trading Day for every such Share, Equity Index, Fund and/or Barclays Index in the Basket of Underlying Assets.

"**Component(s)**" means, in relation to:

(a) an Equity Index, any share, security or other component which comprises such Equity Index; or

(b) a Barclays Index, each component equity index, commodity index, share, depositary receipt, ETF, mutual fund, commodity, commodity futures contract, bond, interest rate index (or fixed income index), FX rate, FX index, inflation-linked security or other security, asset or instrument included in such Barclays Index.

"**Component Scheduled Trading Day**" means, in respect of a Component of a Barclays Index, a day on or in respect of which the applicable price, level, value or other relevant measure in respect of such Component is scheduled to be determined, as determined by the Determination Agent, provided that in respect of a Fund Component, such day shall be a Dealing Date (as defined in the Fund Component Linked Conditions) in respect of such Fund Component.

"**Compound SOFR**" means the compounded average of SOFRs for the same Designated Maturity as the then-current Discontinued Reference Rate, with the rate, or methodology for this rate, and conventions for this rate (which will be compounded in

arrears with a lookback and/or suspension period as a mechanism to determine the interest amount payable prior to the end of each Interest Calculation Period) being established by the Issuer or the Determination Agent in accordance with:

(a) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; provided that:

(b) if, and to the extent that, the Issuer or the Calculation Agent determines that Compounded SOFR cannot be determined in accordance with clause (a) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by it giving due consideration to any industry-accepted market practice for U.S. dollar-denominated floating rate notes at such time.

Notwithstanding the foregoing, Compounded SOFR will include a lookback and/or suspension period as a mechanism to determine the interest amount payable prior to the end of each Interest Calculation Period. The length of such lookback and/or suspension period is specified in the Final Terms.

"**Conditional Interest Rate**" has the meaning given to it in General Condition 9.21(d) (*Relevant defined terms*).

"**Conditional Settlement Amount**" has the meaning given to it in General Condition 7.2 (*Conditions to settlement*).

"**Conditions**" has the meaning given to it in the opening italicised paragraph of the General Conditions.

"**Continuous Autocall End Date**" means, if applicable, the date as specified in the Final Terms.

"**Continuous Autocall Start Date**" means, if applicable, the date as specified in the Final Terms.

"**Conversion Rate (FX)**" means, in respect of any Securities having a Settlement Currency that is different from the Issue Currency, the foreign exchange rate expressed as the number of units of the Issue Currency equivalent to one unit of the Settlement Currency, determined in accordance with the applicable Fixing Source or Fixing Sources at the relevant Fixing Time (or latest Fixing Time) in respect of such Fixing Source (or Fixing Sources).

"**Coupons**" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"**CP**" has the meaning given to it in General Condition 9.15 (*Cliquet – Single Asset*).

"$\mathbf{CP_{(i-1)}}$" has the meaning given to it in General Condition 9.15 (*Cliquet – Single Asset*).

"**CREST**" means the system for the paperless settlement of trades and the holding of uncertificated securities operated by the Operator in accordance with the Uncertificated Regulations, as amended from time to time.

"**CREST Agent**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**CREST Business Day**" means any day on which CREST is open for the acceptance and execution of settlement instructions.

"**CREST Deed Poll**" means a global deed poll dated 25 June 2001 (as subsequently modified, supplemented and/or restated).

"**CREST Depository**" means CREST Depository Limited or any successor thereto.

"**CREST Requirements**" has the meaning given to it in General Condition 1.5(a)(ii) (*Transfers of CREST Securities*).

"**CREST Securities**" means Securities for which the Final Terms specifies 'Form of Securities' to be 'CREST Securities held in uncertificated registered form' and that are issued and held in uncertificated registered form in accordance with the Uncertificated Regulations (each a "CREST Security").

"**Currency**" means, in respect of each Underlying Asset that is an FX Pair, each currency constituting the foreign exchange rate specified in respect of such Underlying Asset in the Final Terms and having the meaning given to it in paragraph 1.1 of Annex 1 to the Terms and Conditions of the Securities.

"**Currency Disruption Event**" means, with respect to a Series, the occurrence or official declaration of an event impacting one or more currencies that the Issuer determines would materially disrupt or impair its ability to meet its obligations in the Settlement Currency or otherwise settle, clear or hedge such Series, including, but not limited to, in respect of any Securities for which the Settlement Currency is CNY, any CNY Disruption.

"**Currency Replacement Event**" means the Settlement Currency ceases to exist and is replaced by a new currency in the relevant jurisdiction.

"**Currency Replacement Event (FX)**" means a relevant Currency ceases to exist and is replaced by a new currency in the relevant jurisdiction.

"**Currency Replacement (FX)**" has the meaning given to it in General Condition 20.4 (*Relevant defined terms*).

"**d**" has the meaning given to it in General Condition 12.13(c) (*Relevant defined terms*).

"**D Rules**" means the requirements under US Treasury Regulation section 1.163-5(c)(2)(i)(D).

"**Danish Business Day**" means, in respect of Danish Securities, a day which is a Clearing System Business Day and 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 Denmark.

"**Danish Capital Markets Act**" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"**Danish Issue and Paying Agent**" means, in respect of any Series of Danish Securities, Skandinaviska Enskilda Banken AB (publ), a banking institution incorporated under the laws of Sweden whose registered office is at Kungsträdgårdsgatan 8, SE-106 40 Stockholm, Sweden, acting through its Copenhagen branch SEB Large Corporates & Financial Institutions, or such other issue and paying agent specified as an 'additional Paying Agent' in the Final Terms.

"**Danish Securities**" means Securities issued in uncertificated and dematerialised book-entry form and registered with VP Securities A/S in accordance with all applicable Danish laws, regulations and rules.

"**Danish VP Registration Order**" has the meaning given to it in General Condition 1.1(c) (*Form of Danish Securities*).

"**Day Count Fraction**" has the meaning given to it in General Condition 9.20(d) (*Relevant defined terms*).

"**Day Count Fraction Convention**" means, in respect of the calculation of an amount of interest on any Security for an Interest Calculation Period:

(a) if 'Actual/Actual (ICMA)' or 'Act/Act (ICMA)' is specified in the Final Terms, a fraction equal to 'number of days accrued/number of days in year', as such terms are used in Rule 251 of the statutes, by-laws, rules and recommendations of the International Capital Market Association (the "**ICMA Rule Book**"), calculated in accordance with Rule 251 of the ICMA Rule Book as applied to non-US-dollar denominated straight and convertible bonds issued after 31 December 1998, as though the interest coupon on a bond were being calculated for a coupon period corresponding to the Interest Calculation Period in respect of which payment is being made;

(b) if 'Actual/Actual' or 'Actual/Actual (ISDA)' is specified in the Final Terms, the actual number of calendar days in the Interest Calculation Period divided by 365 (or, if any portion of that Interest Calculation Period falls in a leap year, the sum of (i) the actual number of calendar days in that portion of the Interest Calculation Period falling in a leap year divided by 366 and (ii) the actual number of calendar days in that portion of the Interest Calculation Period falling in a non-leap year divided by 365);

(c) if 'Actual/365 (Fixed)' is specified in the Final Terms, the actual number of calendar days in the Interest Calculation Period divided by 365;

(d) if 'Actual/360' is specified in the Final Terms, the actual number of calendar days in the Interest Calculation Period divided by 360;

(e) if '30/360', '360/360' or 'Bond Basis' is specified in the Final Terms, the number of calendar days in the Interest Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{"Day Count Fraction} = \left(\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}\right)$$

where:

'Y_1' is the year, expressed as a number, in which the first day of the Interest Calculation Period falls;

'Y_2' is the year, expressed as a number, in which the day immediately following the last day included in the Interest Calculation Period falls;

'M_1' is the calendar month, expressed as a number, in which the first day of the Interest Calculation Period falls;

'M_2' is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Calculation Period falls;

'D_1' is the first calendar day, expressed as a number, of the Interest Calculation Period unless such number would be 31, in which case D1 will be 30; and

'D_2' is the calendar day, expressed as a number, immediately following the last day included in the Interest Calculation Period unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

(f) if '30E/360' or 'Eurobond Basis' is specified in the Final Terms, the number of calendar days in the Interest Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{"Day Count Fraction} = \left(\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}\right)$$

where:

'Y_1' is the year, expressed as a number, in which the first day of the Interest Calculation Period falls;

'Y_2' is the year, expressed as a number, in which the day immediately following the last day included in the Interest Calculation Period falls;

'M_1' is the calendar month, expressed as a number, in which the first day of the Interest Calculation Period falls;

'M_2' is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Calculation Period falls;

'D_1' is the first calendar day, expressed as a number, of the Interest Calculation Period unless such number would be 31, in which case D1 will be 30; and

'D_2' is the calendar day, expressed as a number, immediately following the last day included in the Interest Calculation Period unless such number would be 31, in which case D2 will be 30;

(g) if '30E/360 (ISDA)' is specified in the Final Terms, the number of calendar days in the Interest Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{"Day Count Fraction} = \left(\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}\right)$$

where:

'Y_1' is the year, expressed as a number, in which the first day of the Interest Calculation Period falls;

'Y_2' is the year, expressed as a number, in which the day immediately following the last day included in the Interest Calculation Period falls;

'M_1' is the calendar month, expressed as a number, in which the first day of the Interest Calculation Period falls;

'M_2' is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Calculation Period falls;

'D_1' is the first calendar day, expressed as a number, of the Interest 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

'D_2' is the calendar day, expressed as a number, immediately following the last day included in the Interest Calculation Period unless (i) that day is the last day of February but not the Scheduled Settlement Date or (ii) such number would be 31, in which case D2 will be 30.

"**Dealer Poll**" has the meaning given to it in General Condition 20.4 (*Relevant defined terms*).

"**Dealing Date**" means, in respect of a Fund according to the relevant provisions of the Fund Documents, any date on which Fund Shares can be purchased or redeemed (as appropriate) in accordance with the provisions of the relevant Fund Documents (expected to be daily on each Business Day).

"**Deed of Covenant**" has the meaning given to it in Section A: INTRODUCTION.

"**Definitive Bearer Security**" or "**Definitive Bearer Securities**" has the meaning given to it in General Condition 1.1(a) (*Form of Securities (other than CREST Securities,*

Danish Securities, Finnish Securities, French Cleared Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)).

"**Definitive Registered Security**" or "**Definitive Registered Securities**" has the meaning given to it in General Condition 1.1(a) (*Form of Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Cleared Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)*).

"**Definitive Securities**" has the meaning given to it in General Condition 1.1(a) (*Form of Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Cleared Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)*).

"**Delisting**" means, in respect of any Shares, that the relevant Exchange announces that, pursuant to the rules of such Exchange, the 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 relisted, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union).

"**Delivery Entitlement Instruction**" means, with respect to Securities which are to be physically settled by delivery of an Entitlement, a notice delivered by the relevant Holder in respect of such Entitlement in the form obtainable from any Paying Agent, in the case of Bearer Securities and French Securities, or from the Registrar or Transfer Agent, in the case of Registered Securities.

"**Deliverable Underlying Asset**" means:

(h) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Settlement})}$' to be 'Single Asset', the sole Underlying Asset; or

(i) if the Final Terms specifies the 'Underlying Performance $\text{Type}_{(\text{Settlement})}$' to be 'Worst-of', the Worst Performing Underlying Asset.

"**Depository**" means, where the Final Terms specifies that the 'Partial Lookthrough Depository Receipt Provisions' or the 'Full Lookthrough Depository Receipt Provisions' shall apply to a Share, the Share Company of the Shares or any successor issuer of the Shares from time to time.

"**Deposit Agreement**" means, in relation to the Shares, the agreements or other instruments constituting the Shares, as from time to time amended or supplemented in accordance with their terms.

"**Determination Agent**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Determination Date**" has the meaning given to it in General Condition 16.1 (*Equity Index Adjustment Events*) (in the case of Equity Index Linked Securities) or General Condition 34.1 (*Index Adjustment Events*) (in the case of Barclays Index Linked Securities).

"**Digital Down Trigger Event**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*)

"**Digital Percentage**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Digital Strike**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Digital Up Trigger Event**" has the meaning given to it in General Condition 9.11 (*Digital (Bearish)*).

"**Disrupted Day**" means, in respect of an Underlying Asset:

(a) except with respect to a Multi-exchange Index or a Fund, any Scheduled Trading Day on which a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred;

(b) with respect to a Multi-exchange 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;

(c) with respect to a Fund, a Dealing Date on which a Market Disruption Event has occurred in respect of such Fund; and

(d) with respect to a Barclays Index:

(i) any Scheduled Trading Day for such Barclays Index in respect of which the Index Sponsor fails to publish the level of such Barclays Index; or

(ii) where 'Component Valuation' is specified as 'Applicable' in the Final Terms, a day on which the applicable price, level, value or other relevant measure of a Component of the Barclays Index and/or any sub component of such Component and/or any related futures contracts, options contracts or securities (each a "**Relevant Component**") is not published (or publication is delayed) and/or cannot be determined and/or is otherwise disrupted (including, without limitation, by way of a suspension, limitation and/or disruption of trading in the Relevant Component and/or the failure to open or the early closure of any relevant exchange or, in the case of a Component which is a fund, the failure to publish the net asset value of such fund by the fund administrator on the expected day of publication in respect of the relevant day),

as determined by the Determination Agent.

"**Disruption Cash Settlement Date**" means the fifth Relevant Settlement Day following the date of the notice of the relevant election to pay the Disruption Cash Settlement Price or such other date as may be specified in the relevant notice.

"**Disruption Cash Settlement Price**" means, in respect of each Security, an amount in the Settlement Currency equal to the pro rata proportion of the market value of such Security on or about the Disruption Cash Settlement Date (which shall take into account where some but not all of the Underlying Assets comprising the Entitlement have been duly delivered pursuant to General Condition 7.1 (*Physical Settlement by Delivery of the Entitlement*), the value of such Underlying Assets). Such amount shall be determined by reference to such factors as the Determination Agent considers to be appropriate including, without limitation:

(a) market prices or values for the Underlying Asset(s) and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time;

(b) the remaining life of the Securities had they remained outstanding to scheduled maturity or cancellation and/or any scheduled early redemption or cancellation date;

(c) the value at the relevant time of any minimum redemption, settlement or cancellation which would have been applicable had the Securities remained outstanding to scheduled maturity, cancellation and/or any scheduled early redemption or cancellation date;

(d) internal pricing models; and

(e) prices at which other market participants might bid for securities similar to the Securities,

provided that, if the Final Terms specifies 'Unwind Costs' to be 'Not Applicable', the Determination Agent shall not take into account deductions for any costs, charges, fees, accruals, losses, withholdings and expenses, which are incurred by the Issuer or its Affiliates relating to the unwinding of any Hedge Positions and/or related funding arrangements, when determining such market value.

"**Disruption Fallbacks (FX)**" has the meaning given to it in General Condition 20.3 (*Disruption Fallbacks*).

"**Distribution Compliance Period**" means the period that ends 40 calendar days after the completion of the distribution of each Series, as certified by the relevant manager (in the case of a non-syndicated issue) or the relevant lead manager (in the case of a syndicated issue, who shall notify the Managers when all managers participating in that syndicated issue have so certified in respect of the Securities purchased by or through it).

"**Downside Final Performance**" or "**DFP**" means the Final Performance in respect of the relevant Downside Underlying Performance Type$_{(Settlement)}$ and (as applicable) the relevant Downside Underlying Asset(s).

For the avoidance of doubt, references to the Underlying Performance Type$_{(Settlement)}$ shall be construed as the Downside Underlying Performance Type$_{(Settlement)}$ and references to, and the definitions of, Final Valuation Price, Final Valuation Date, Initial Price$_{(Settlement)}$, Worst Performing Underlying Asset, Best Performing Underlying Asset, Weighted Final Asset Performance, Rainbow Weighted Final Asset Performance, Underlying Asset, Underlying Asset 1, Underlying Asset 2, Rainbow Profile Weighted Final Performance and other relevant terms shall be construed in respect of the relevant Downside Underlying Asset(s).

"**Downside Strike Shift**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Downside Strike Shift Performance**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Downside Strike Shift Performance(f)**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Downside Underlying Asset**" means the Underlying Asset(s)$_{(Downside)}$ (if any) as specified in the Final Terms.

"**Downside Underlying Performance Type$_{(Settlement)}$**" means Single Asset, Basket, Worst-of, Best-of, All Assets, Outperformance, Rainbow Basket and Rainbow Weighted Profile as specified in the Final Terms.

"**Dparticipation**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Early Cash Settlement Amount**" means, on any day and in relation to the relevant event leading to early redemption or cancellation of the Securities:

(a) if the Final Terms specifies 'Early Cash Settlement Amount' to be 'Par', an amount in respect of each Calculation Amount for each Security in the Settlement Currency equal to the Calculation Amount of such Security; or

(b) if the Final Terms specifies 'Early Cash Settlement Amount' to be 'Market Value', an amount in respect of each Calculation Amount for each Security in the Settlement Currency equal to the market value of such Security (in respect of such Calculation Amount) following the event triggering the early

redemption or cancellation (including the value of accrued interest (if applicable)) (the "**Market Value**"). Such amount shall be determined as soon as reasonably practicable following the event giving rise to the early redemption or cancellation of the Securities and by reference to such factors as the Determination Agent considers to be appropriate including, without limitation:

(i) market prices or values for the Underlying Asset(s) and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time;

(ii) the remaining life of the Securities had they remained outstanding to scheduled maturity or cancellation and/or any scheduled early redemption or cancellation date;

(iii) the value at the relevant time of any minimum redemption, settlement or cancellation amount which would have been applicable had the Securities remained outstanding to scheduled maturity or cancellation and/or any scheduled early redemption or cancellation date;

(iv) internal pricing models; and

(v) prices at which other market participants might bid for securities similar to the Securities,

provided that:

(1) in the case of Fund Linked Securities (other than Belgian Securities), the above shall be subject to the terms of General Condition 27.4 (*Consequences of a Fund Event*);

(2) in the case of Hybrid Basket Linked Securities (inc Fund) (other than Belgian Securities), in determining the Market Value of such Securities the Determination Agent shall also take into account, as applicable, (x) the factors set out in the definition of "Early Cash Settlement Amount" in General Condition 27.4 (*Consequences of a Fund Event*) with respect to each Underlying Asset in the Basket that is a Fund and the Securities, and/or (y) the factors set out in Fund Component Linked Condition 5 (*Early Cash Settlement Amount*) in Annex 2 with respect to each Fund Component and the Securities; or

(3) in the case of Barclays Index Linked Securities (inc Fund) (other than Belgian Securities), the provisions of Fund Component Linked Condition 5 (*Early Cash Settlement Amount*) in Annex 2 shall be applicable in respect of each Fund Component and such Securities;

(c) if the Final Terms specifies 'Early Cash Settlement Amount' to be 'Greater of Market Value and Settlement Floor', an amount in respect of each Calculation Amount for each Security in the Settlement Currency equal to:

(i) if (I) the 'Market Value', is greater than or equal to (II) the product of the Calculation Amount multiplied by the Settlement Floor, the Market Value; or

(ii) if the Market Value is less than the product of the Calculation Amount multiplied by the Settlement Floor (such event being a "**Settlement Floor Postponement Event**"), an amount to be paid on the Scheduled Settlement Date equal to the greater of (I) the Market Value of the Security (in respect of such Calculation Amount) as determined in accordance with paragraph (b) above save that such determination shall be made on or around the second Business Day prior to the Scheduled Settlement Date and, (II) the product of the Calculation Amount multiplied by the Settlement Floor,

provided that, in relation to any of paragraphs (a), (b) or (c) above, if the Final Terms specifies 'Unwind Costs' to be 'Not Applicable' (in respect of Notes listed and admitted to trading on the regulated market of Borsa Italiana S.p.A. and/or Certificates listed and admitted to trading on the multilateral trading facility of SeDex (MTF), 'Unwind Costs' shall always be 'Not Applicable'), the Determination Agent shall not take into account deductions for any costs, charges, fees, accruals, losses, withholdings and expenses, which are or will be incurred by the Issuer or its Affiliates in connection with the unwinding of any Hedge Positions and/or related funding arrangements, when determining such market value; or

(d) If the Final Terms specifies 'Early Cash Settlement Amount (Belgian Securities)', any of the following (as applicable):

(i) 'Early Cash Settlement Amount (FMV)': Early Cash Settlement Amount means 'Early Cash Settlement Amount (FMV)' where (a) 'Early Cash Settlement Amount (FMV)' is specified to be applicable in the relevant Condition, (b) for purposes of General Condition 51 (*Events of Default*) or (c) if the relevant Condition does not specify which of paragraph (i), (ii) or (iii) applies in respect of the Early Cash Settlement Amount; or

(ii) 'Early Cash Settlement Amount (FMV + Issuer Cost Reimbursement)': Early Cash Settlement Amount means 'Early Cash Settlement Amount (FMV + Issuer Cost Reimbursement)' where 'Early Cash Settlement Amount (FMV + Issuer Cost Reimbursement)' is specified to be applicable in the relevant Condition; or

(iii) 'Early Cash Settlement Amount (Best of Amount)': Early Cash Settlement Amount means 'Early Cash Settlement Amount (Best of Amount)' where 'Early Cash Settlement Amount (Best of Amount)' is specified to be applicable in the relevant Condition,

where, the following terms have the following meanings:

"**Early Cash Settlement Amount (FMV)**" means, in respect of any relevant early redemption or cancellation of the Securities, an amount per Calculation Amount in the Settlement Currency determined as the pro rata proportion of the market value of the Security following the event triggering the early redemption or cancellation (including the value of accrued interest (if applicable)). Such amount shall be determined as soon as reasonably practicable following the relevant event giving rise to the early redemption or cancellation of the Securities by reference to such factors as the Determination Agent considers to be appropriate including, without limitation:

(i) market prices or values for the reference asset(s) and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time;

(ii) the remaining term of the Securities had they remained outstanding to scheduled maturity or cancellation and/or any scheduled early redemption or cancellation date;

(iii) the value at the relevant time of any minimum settlement or cancellation amount which would have been payable had the Securities remained outstanding to scheduled maturity or cancellation and/or any scheduled early redemption or cancellation date;

(iv) internal pricing models; and

(v) prices at which other market participants might bid for securities similar to the Securities;

"**Early Cash Settlement Amount (FMV + Issuer Cost Reimbursement)**" means, in respect of any relevant early redemption or cancellation of the Securities, an amount per Calculation Amount in the Settlement Currency calculated in accordance with the following formula:

Early Cash Settlement Amount (FMV) + Pro Rata Issuer Cost Reimbursement; and

"**Early Cash Settlement Amount (Best of Amount)**" means, in respect of any relevant early redemption or cancellation of the Securities, an amount per Calculation Amount in the Settlement Currency calculated in accordance with the following formula:

Max[Minimum Payment Amount; Early Cash Settlement Amount (FMV + Issuer Cost Reimbursement)].

"**Early Cash Settlement Date**" means the date as specified in the notice given to Holders in accordance with General Condition 44 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*), General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*) or General Condition 55 (*Early Settlement or Cancellation for Unlawfulness or Impracticability*), provided that:

(1) if the Final Terms specifies 'Early Cash Settlement Amount' to be 'Greater of Market Value and Settlement Floor', and a Settlement Floor Postponement Event occurs, the Early Cash Settlement Date will be the Scheduled Settlement Date;

(2) if the Securities are Fund Linked Securities or Hybrid Basket Linked Securities (inc Fund) (in either case, other than Belgian Securities), the Early Cash Settlement Date shall be subject to adjustment in accordance with General Condition 33 (*Adjustments to Payment Dates*); and

(3) if the Securities are Barclays Index Linked Securities (inc Fund), the Early Cash Settlement Date shall be subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

"**Early Closure**" means:

(a) except with respect to a Multi-exchange Index, the closure on any Exchange Business Day of the relevant Exchange (or, in the case of an Equity Index Linked Security, any relevant Exchange(s) relating to Components that comprise 20 per cent or more of the level of the relevant Index) or any Related Exchange(s) prior to its Scheduled Closing Time, unless such earlier closing time is announced by such Exchange(s) or any 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; and

(b) with respect to any Multi-exchange Index, the closure on any Exchange Business Day of the Exchange in respect of any Component 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 such Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

"**Early Settlement Notice Period Number**" means, in respect of a Series, ten, or such other number as specified in the Final Terms (which shall not be less than ten).

"**Electronic Consent**" has the meaning given to it in General Condition 59.3(c)(vi) (*Written Decision and Electronic Consent*).

"**Entitlement**" means the Final Physical Delivery Entitlement (together with any Transfer Documentation relating thereto).

"**Entitlement Exchange Rate**" means, in respect of a Share or a Fund Share, the prevailing exchange rate at the Valuation Time on the Final Valuation Date expressed as the number of units of the Underlying Asset Currency equivalent to one unit of the Settlement Currency.

"**Entitlement Substitution Event**" has the meaning given to it in General Condition 7.1(c) (*Entitlement Substitution*).

"**Equity Index**" means an equity index specified in the Final Terms.

"**Equity Index Linked Security**" means any Security for which the Underlying Asset (or one of the Underlying Assets) is an Equity Index. For the avoidance of doubt, a Security may be both a Share Linked Security and an Equity Index Linked Security.

"**ETF**" means a fund, pooled investment vehicle, collective investment scheme, partnership, trust or other similar legal arrangement, which issues or creates shares that are listed and traded on an exchange.

"**EUR**", "**euro**" and "**€**" each means the lawful single currency of the member states of the European Union that have adopted or adopt and continue to retain a common single currency through monetary union in accordance with European Union treaty law (as amended from time to time).

"**Euroclear**" means Euroclear Bank S.A./N.V. or any successor thereto.

"**Euroclear Finland**" means Euroclear Finland Ltd, Urho Kekkosenkatu 5 C, 00100 Helsinki, Finland.

"**Euroclear Finland Rules**" means the terms and conditions governing the use of Euroclear Finland and the operating procedures applicable to and/or issued by Euroclear Finland, as may be amended, supplemented or modified from time to time.

"**Euroclear France**" means Euroclear France S.A., 66 rue de la Victoire, 75009 Paris, France, or any successor or replacement thereto.

"**Euroclear France Rules**" means the terms and conditions governing the use of Euroclear France and the operating procedures of Euroclear France, as may be amended, supplemented or modified from time to time.

"**Euroclear Rules**" means the terms and conditions governing the use of Euroclear and the operating procedures of Euroclear, as may be amended, supplemented or modified from time to time.

"**Euroclear Sweden**" means Euroclear Sweden AB, the Swedish Central Securities Depository & Clearing Organisation, company registration number 556112-8074, PO Box 191, SE–103 97 Stockholm, Sweden.

"**Euroclear Sweden Rules**" means the terms and conditions governing the use of Euroclear Sweden and the operating procedures of Euroclear, as may be amended, supplemented or modified from time to time.

"**Event of Default**" means each of the events set out in General Condition 51 (*Events of Default*).

"**Exchange**" means:

(a) in respect of an Equity Index: (i) which is not a Multi-exchange Index, each exchange or quotation system specified as such for such Equity Index in the Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Components underlying such Equity Index has temporarily relocated, provided that the Determination Agent has determined that there is comparable liquidity relative to the Components underlying such Equity Index on such temporary substitute exchange or quotation system as on the original Exchange, and (ii) which is a Multi-exchange Index, the principal stock exchange(s) on which any Component of such Index is principally traded;

(b) in respect of a Share, each Exchange or quotation system specified as such for such Share in the 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 Determination 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; and

(c) in respect of a Component of a Barclays Index:

(i) that is a commodity index, each exchange or principal trading market for such commodity index or, otherwise, in the commodity reference price for such commodity index;

(ii) that is an index other than a commodity index, in respect of each component of such index, the principal stock exchange on which such component of such index is principally traded; or

(iii) that is a share or an ETF, the principal stock exchange or quotation system principal traded for such share or ETF, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the share or ETF has temporarily relocated provided that the Determination Agent has determined that there is comparable liquidity relative to such share or ETF on such temporary substitute exchange or quotation system as on the original exchange.

"**Exchange Business Day**" means:

(a) except with respect to a Multi-exchange Index, any Scheduled Trading Day on which each Exchange is open for trading during its regular trading sessions, notwithstanding any such Exchange closing prior to its Scheduled Closing Time; and

(b) with respect to a Multi-exchange Index, any Scheduled Trading Day on which; (i) the relevant Index Sponsor publishes the level of the relevant Index, and (ii) each Related Exchange is open for trading during its regular trading session, notwithstanding any Exchange or the Related Exchange closing prior to its Scheduled Closing Time.

"**Exchange Date**" means, in relation to a Temporary Global Security, the calendar day falling after the expiry of 40 calendar days after its issue date and, in relation to a Permanent Global Security, a calendar day falling not less than 60 calendar days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issue and Paying Agent is located and (if applicable) in the city in which the Relevant Clearing System is located.

"**Exchange Disruption**" means:

(a) except with respect to a Multi-exchange Index, any event (other than an Early Closure) that disrupts or impairs the ability of market participants in general, (i) to effect transactions in, or obtain market values for, the Shares on the Exchange (or, in the case of Equity Index Linked Securities, on any relevant Exchange(s) relating to Components that comprise 20 per cent or more of the level of the relevant Equity Index), or (ii) to effect transactions in, or obtain market values for, futures and options contracts relating to the relevant Share or the Components of the relevant Equity Index on any relevant Related Exchange; and

(b) with respect to any Multi-exchange Index, any event (other than an Early Closure) that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for, (i) any Component on the Exchange in respect of such Component, or (ii) futures or options contracts relating to the Index on the Related Exchange.

"**Exchange Event**" means in respect of, (i) Cleared Securities that the Issuer has been notified that any Relevant Clearing System has permanently ceased doing business and no successor clearing system is available, and (ii) Global Securities that are not Cleared Securities, that the Issuer has failed to make any payment of principal when due.

"**Exercisable Certificates**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Exercise Date**" means, in respect of an Exercisable Certificate, the Expiration Date, unless 'Automatic Exercise' is specified as applicable in the Final Terms, in which case 'Exercise Date' shall mean the Final Valuation Date or, where there is more than one Final Valuation Date, the latest such Final Valuation Date to occur.

"**Exercise Price**" means the amount specified as such in the Final Terms.

"**Expiration Date**" means the date specified as such in the Final Terms.

"**Extraordinary Event**" means, in respect of a Share, each of a Merger Event, Tender Offer, Nationalisation, Insolvency Filing, Insolvency, Delisting and Fund Disruption Event or that the Share is otherwise cancelled or an announcement has been made for it to be cancelled for whatever reason, as the case may be.

"**Extraordinary Market Disruption**" means, on or after the Trade Date, an extraordinary event or circumstance, including any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), a natural disaster, an act of war, strike, blockade, boycott or lockout or any other similar event or circumstance which the Issuer determines has prevented it from performing its obligations, in whole or in part, under the Securities.

"**Extraordinary Resolution**" means a resolution relating to the relevant Securities and passed at a meeting duly convened and held in accordance with the Master Agency Agreement by a majority of at least 75 per cent of the votes.

"**Fallback Reference Price (FX)**" has the meaning given to it in General Condition 20.4 (*Relevant defined terms*).

"**Federal Reserve Bank of New York's Website**" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"**Fee**" has the meaning given to it in General Condition 12.13(c) (*Relevant defined terms*).

"**Final Asset Performance**" means, in relation to an Underlying Asset and the Final Valuation Date, the Final Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to such Underlying Asset..

"**Final Cash Settlement Amount**" has the meaning given to it in the relevant sub-section of General Condition 12 (*Final Settlement*).

"**Final Cash Settlement Amount(Before Deductions)**" means, in respect of an Exercisable Certificate, an amount equal to the sum of the Final Cash Settlement Amount and the Exercise Price of such Exercisable Certificate.

"**Final Observation Date**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Final Performance**" means:

(a) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Single Asset', the Final Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to the sole Underlying Asset;

(b) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Worst-of', the Final Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to the Worst Performing Underlying Asset as calculated in respect of the Final Valuation Date;

(c) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Best-of', the Final Valuation Price divided by the Initial Price$_{(Settlement)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of the Final Valuation Date;

(d) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket', the sum of each Weighted Final Asset Performance;

(e) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Rainbow Basket', the sum of each Rainbow Weighted Final Asset Performance;

(f) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Outperformance', (x) the Final Valuation Price divided by the Initial Price$_{(Settlement)}$ of Underlying Asset 1, minus (y) the Final Valuation Price divided by the Initial Price$_{(Settlement)}$ of Underlying Asset 2; or

(g) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Rainbow Weighted Profile' then, the sum of each Rainbow Profile Weighted Final Performance.

For the avoidance of doubt, in respect of a Downside Underlying Asset, references to the Underlying Performance Type$_{(Settlement)}$ shall be construed as the Downside Underlying Performance Type$_{(Settlement)}$ and references to, and the definitions of, Final Valuation Price, Final Valuation Date, Initial Price$_{(Settlement)}$, Worst Performing Underlying Asset, Best Performing Underlying Asset, Weighted Final Asset Performance, Rainbow Weighted Final Asset Performance, Underlying Asset 1, Underlying Asset 2, Rainbow Profile Weighted Final Performance and other relevant terms shall be construed in respect of the relevant Downside Underlying Asset(s).

"**Final Physical Delivery Entitlement**" has the meaning given to it in General Condition 12(c) (*Application of cash proceeds to purchase and deliver Underlying Asset Provisions*).

"**Final Settlement Cut-off Date**" means the Scheduled Settlement Date, the Optional Cash Settlement Date, the Optional Cash Cancellation Date, the Physical Delivery Date, the Early Cash Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date, as applicable.

"**Final Terms**" means, with respect to a Series, the final terms as specified for such Securities.

"**Final Valuation Date**" means, in respect of an Underlying Asset and:

(a) each Share Linked Security and/or Equity Index Linked Security, the date as specified in the Final Terms, subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*);

(b) each Fund Linked Security, the date as specified in the Final Terms, subject to adjustment in accordance with General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*);

(c) each Barclays Linked Security, the date as specified in the Final Terms, subject to adjustment in accordance with General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) or General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable); or

(d) each Hybrid Basket Linked Security, the date as specified in the Final Terms, subject to adjustment in accordance with General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*).

"**Final Valuation Price**" means, in respect of an Underlying Asset and the Final Valuation Date:

(a) if the Final Terms specifies 'Averaging-out' to be 'Applicable', the arithmetic average of the Valuation Price of such Underlying Asset in respect of each of the Averaging-out Dates corresponding to the Final Valuation Date; or

(b) if the Final Terms specifies 'Min Lookback-out' to be 'Applicable', the minimum Valuation Price of such Underlying Asset observed in respect of each of the Lookback-out Dates corresponding to the Final Valuation Date; or

(c) if the Final Terms specifies 'Max Lookback-out' to be 'Applicable', the maximum Valuation Price of such Underlying Asset observed in respect of each of the Lookback-out Dates corresponding to the Final Valuation Date; or

(d) if none of items (a) to (c) applies, the Valuation Price of such Underlying Asset in respect of the Final Valuation Date.

For the avoidance of doubt, in respect of a Downside Underlying Asset, references to the Final Valuation Date, Valuation Price, Averaging-out Dates, Lookback-out Dates and other relevant terms shall be construed in respect of the relevant Downside Underlying Asset.

"**Finnish Issue and Paying Agent**" means, in respect of any Series of Finnish Securities, Skandinaviska Enskilda Banken AB (publ), a banking institution incorporated under the laws of Sweden whose registered office is at Kungsträdgårdsgatan 8, SE-106 40 Stockholm, Sweden, acting through its Helsinki branch SEB Large Corporates & Financial Institutions, or such other issue and paying agent specified as an 'additional Paying Agent' in the Final Terms.

"**Finnish Securities**" means Securities issued in uncertificated and dematerialised book-entry form and registered with Euroclear Finland and registered with Euroclear Finland Oy, the Finnish Central Securities Depositary, in accordance with all applicable Finnish laws, regulations and rules.

"**FISA**" means the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

"**Fixed Interest Rate**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Fixed Interest Rate(1)**" has the meaning given to it in relevant sub-paragraph of General Condition 9 (*Interest*).

"**Fixed Interest Rate(2)**" has the meaning given to it in relevant sub-paragraph of General Condition 9 (*Interest*).

"**Fixed Interest Rate (FX)**" has the meaning given to it in General Condition 9.20(d) (*Relevant defined terms*).

"**Fixed Settlement Amount**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Fixed Settlement Percentage**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final **Settlement***).

"**Fixing Source(s)**" means, in respect of an FX Pair or Conversion Rate (FX), as applicable, the relevant display page(s) or pricing source(s) for determining the relevant fixing rate that is specified in the Final Terms, and defined in paragraph 2 (*Fixing Sources*) of Annex 1 hereto (in each case subject to amendment, adjustment and/or replacement by the official fixing rate sponsor).

"**Fixing Time**" means, in respect of an FX Pair or Conversion Rate (FX), as applicable, and any Fixing Source used to determine the FX Rate for such FX Pair or the Conversion Rate (FX), the time specified in the relevant Fixing Source, provided that, where a time is specified in the Final Terms in respect of that Fixing Source, the Fixing Time shall be such time.

"**Floor**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Floored Downside Strike Shift Performance**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Force Majeure Event**" has the meaning given to it in General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*).

"**Foreign Ownership Event**" means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to hold, acquire, establish, re-establish, substitute or maintain any Hedge Positions, due to any foreign ownership restriction imposed by the issuer of and/or counterparty to such Hedge Positions, or any court, tribunal or regulatory authority having competent jurisdiction with respect to the ability of the Issuer and/or any of its Affiliates to hold, acquire, maintain or own such Hedge Positions.

"**FP**" means Final Performance.

"**Fractional Amount**" has the meaning given to it in General Condition 12(c) (*Application of cash proceeds to purchase and deliver Underlying Asset Provisions*).

"**French Cleared Securities**" means Securities deposited with Euroclear France S.A. as central depositary.

"**French Issue and Paying Agent**" means, in respect of any Series of French Securities, BNP Paribas Securities Services a société en commandite par actions incorporated under the laws of France (R.C.S. Paris no. 552 108 011) whose registered office is at 3, rue d'Antin, 75002 Paris, France, acting through its office located at Les Grands Moulins de Pantin, 9 rue du Débarcadère, 93500 Pantin, France in its capacity as issue and paying agent, or such other issue and paying agent specified as a 'Paying Agent' in the Final Terms.

"**French Notes**" has the meaning given to it in General Condition 1.1(f) (*Form of French Securities*).

"**French Securities**" means Securities in respect of which the Final Terms specifies the 'Governing law' to be 'French law'.

"**FSMA**" means the Financial Services and Markets Act 2000, as amended from time to time.

"**Fund**" means the fund(s), as set out in the Final Terms.

"**Fund Administrator**" means the administrator of the Fund, as specified in the Final Terms.

"**Fund Basket**" means a basket comprised of each of the funds specified as a Fund as set out in the Final Terms, which, for the avoidance of doubt, shall also comprise the basket of Underlying Assets for the purposes of the Conditions of the Securities.

"**Fund Component**" has the meaning given to it in Annex 2 (*Additional provisions in respect of Fund Components*) hereto.

"**Fund Custodian**" means the custodian of a Fund, as specified in the Final Terms.

"**Fund Disruption Event**" means , in relation to Share Linked Securities and Equity Index Linked Securities, any of the following:

(a) the relevant Shares are reclassified or the Share Company is acquired by, or aggregated into, another fund, depositary bank, pooled investment vehicle, collective investment scheme, partnership, trust or other similar legal arrangement whose mandate, risk profile and/or benchmarks are different from the mandate, risk profile and/or benchmark of the Share Company as stated as at the Trade Date;

(b) there is a material change in the Share Company, the constitutional documents of the Share Company or the mandate, risk profile, investment guidelines or objectives or dealing terms of the Share Company as stated as at the Trade Date (including without limitation any change in the type of assets in which the relevant Share Company invests or the level of embedded leverage);

(c) there is a material breach of the constitutional documents of the Share Company or the investment, borrowing or stock lending restrictions of the Share Company;

(d) the director, trustee and/or investment manager of the Share Company, in accordance with the provisions of the constitutional documents of the Share Company, requires the Issuer to redeem or transfer such Shares held by the Issuer or its Affiliates;

(e) the currency denomination of the Shares is amended in accordance with the constitutional documents of the Share Company;

(f) any change in the regulatory or tax treatment applicable to the Share Company or the Shares, as applicable, which could have a negative effect on the Issuer or its Affiliates if it were the holder of such Shares;

(g) the activities of the Share Company, its directors, the trustee and/or the investment manager of the Share Company or any service provider of the Share Company becomes subject to (i) any investigation, review, proceeding or litigation for reasons of any alleged wrongdoing, breach of any rule or regulation or other similar reason, or (ii) any disciplinary action is taken in respect of such Share Company, its directors, trustee and/or investment manager of the Share Company or service providers (including without limitation the

suspension or removal of any requisite approval or licence), in each case by any governmental, legal, administrative or regulatory authority;

(h) a material change in national, international, financial, political or economic conditions or foreign exchange rate or exchange controls;

(i) a material change or prospective material change in the size, nature, management or frequency of trading of the Shares or any other characteristics of the Share Company;

(j) save in relation to Belgian Securities, the occurrence or existence of any event, circumstance or cause beyond the control of the Issuer that has had or would be expected to have a material adverse effect on (i) the Hedge Positions of the Issuer and/or its Affiliates or their ability to hedge their positions, or (ii) the cost which the Issuer and/or its Affiliates incurs in hedging its position, in each case with respect to the Share Company;

(k) a change in the operation, organisation or management of any Share Company (including without limitation any change to the services providers of the Share Company) which the Determination Agent considers to have a material effect on the Securities or (save in respect of Belgian Securities) on the Issuer (including the Issuer's hedging risk profile or ability to effectively hedge its liability under the Securities);

(l) in relation to the events in paragraphs (a) to (f) (inclusive) above, there is an announcement by or on behalf of the Share Company or by the Exchange that such an event will occur; or

(m) an illegality occurs or the relevant authorisation or licence is revoked in respect of the directors, the trustee and/or the investment manager of the Share Company and/or the Share Company.

"**Fund Documents**" means, in relation to a Fund and any class, series or compartment within such Fund, the by-laws and/or memorandum and articles of association and any trust deed, segregated account documentation or other constitutive, governing or documents of or relating to the Fund and all other agreements (whether of general application or otherwise), rules or applicable laws governing and relating to the Fund or any class, series or compartment within the Fund, including, without limitation, the version of the Fund's offering memorandum, investment management agreement, custody agreement or administration agreement and any agreements relating to subscriptions for or redemptions of any Fund Shares or proceeds of redemption thereof and any terms relating to a secondary market in the Fund Shares, all as in force at the Trade Date.

"**Fund Linked Security**" means a Security where the repayment of principal, payment of settlement amount and/or amount deliverable on redemption or cancellation or exercise or any other amounts payable or deliverable in respect of such Securities, as indicated in the Final Terms, will be calculated by reference to and/or contingent upon the performance of the shares, interests or units in one or more funds.

"**Fund Manager**" means the investment manager of the Fund, as specified in the Final Terms.

"**Fund Services Provider**" means, in respect of a Fund, any person who is appointed to provide services, directly or indirectly, to such Fund, whether or not specified in the Fund Documents, including the Fund Manager, Fund Administrator, Fund Custodian, operator, management company, depository, sub-custodian, prime broker, trustee, registrar and transfer agent, domiciliary agent and any other person specified as such in the Final Terms.

"**Fund Share**" means an interest issued to or held by an investor in a fund, pooled investment vehicle or any other interest specified as such in the Final Terms, including,

but not limited to, units and shares and in respect of Securities referencing a Fund Basket includes the Fund Shares in respect of all Funds in the Fund Basket.

"**Futures or Options Exchange**" means the relevant exchange in options or futures contracts on the relevant Share or Shares or the relevant Equity Index or Equity Indices, as the case may be.

"**FVP**" means Final Valuation Price.

"**FX Base Currency**" has the meaning given to it in General Condition 9(c) (*FX Conversion*).

"**FX Business Centre**" has the meaning given to it in General Condition 9(c) (*FX Conversion*).

"**FX Business Day(s)**" means, in respect of an FX Rate, each day (other than Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange in accordance with the practice of the foreign exchange market) in the FX Financial Centre(s).

"**FX Business Day Convention**" means the convention for adjusting any Rate Calculation Date or other relevant date if it would otherwise fall on a day that is not an FX Business Day. If the Final Terms specifies, in respect of such Rate Calculation Date or other date, that:

(a) 'Following' shall apply to such Rate Calculation Date or other date, then, if the scheduled Rate Calculation Date or other scheduled date corresponding to such date is not an FX Business Day, the Rate Calculation Date or other date will be the first following day that is an FX Business Day;

(b) 'Modified Following' shall apply to such Rate Calculation Date or other date, then, if the scheduled Rate Calculation Date or other scheduled date corresponding to such date is not an FX Business Day, the Rate Calculation Date or other date will be the first following day that is an FX Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is an FX Business Day;

(c) 'Nearest' shall apply to such Rate Calculation Date or other date, then, if the scheduled Rate Calculation Date or other scheduled date corresponding to such date is not an FX Business Day, the Rate Calculation Date or other date will be (i) the first preceding day that is an FX Business Day if such date falls on a day other than a Sunday or Monday and (ii) the first following day that is an FX Business Day if such date otherwise falls on a Sunday or Monday;

(d) 'Preceding' shall apply to such Rate Calculation Date or other date, then, if the scheduled Rate Calculation Date or other scheduled date corresponding to such date is not an FX Business Day, the Rate Calculation Date or other date will be the first preceding day that is an FX Business Day; or

(e) 'No Adjustment' shall apply to such Rate Calculation Date or other date, then, if the scheduled Rate Calculation Date or other scheduled date corresponding to such date is not an FX Business Day, the Rate Calculation Date or other date will nonetheless be such scheduled date.

If the Final Terms does not specify an applicable FX Business Day Convention, then it shall be deemed that 'Following' shall apply.

"**FX Conversion Business Day**" has the meaning given to it in General Condition 9(c) (*FX Conversion*).

"**FX Conversion Performance**" has the meaning given to it in General Condition 9(c) (*FX Conversion*).

"**FX Conversion Rate**" has the meaning given to it in General Condition 9(c) (*FX Conversion*).

"**FX Cut-off Date**" has the meaning given to it in General Condition 9(c) (*FX Conversion*).

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

(a) *Currency Replacement Event*: In respect of Securities other than FX Linked Securities, a Currency Replacement Event. In respect of FX Linked Securities, a Currency Replacement Event (FX);

(b) *Dual Exchange Rate*: A relevant exchange rate splits into dual or multiple foreign exchange rates;

(c) *Governmental Authority Event*: a Governmental Authority of a relevant jurisdiction has given public notice of its intention to impose any controls which are likely to materially affect the Issuer's ability to hedge its obligations with respect to the Securities or to unwind any such hedge;

(d) *Illiquidity*: It is or becomes or is likely to become impossible or impracticable for the Issuer to obtain any Settlement Currency or obtain or use a relevant exchange rate in an appropriate amount;

(e) *Inconvertibility*: The occurrence of any event that makes it or is likely to make it impossible and/or impracticable for the Issuer to convert the Settlement Currency into another currency (or vice versa) through customary legal channels (including, without limitation, any event that has the direct or indirect effect of hindering, limiting or restricting convertibility by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on repatriation of one currency into another currency);

(f) *Non-Transferability*: The occurrence of any event in or affecting any relevant jurisdiction that makes it or is likely to make it impossible and/or impracticable for the Issuer to deliver any Settlement Currency into a relevant account; and/or

(g) *Price Source Disruption*: In respect of Securities other than FX Linked Securities, a Price Source Disruption. In respect of FX Linked Securities, a Price Source Disruption (FX),

provided, however, that, in respect of Belgian Securities, Governmental Authority Event shall not constitute an FX Disruption Event.

"**FX Disruption Event (FX)**" means an FX Disruption Event in respect of FX Linked Securities.

"**FX Financial Centre(s)**" means, in respect of an FX Linked Security, the centre or centres in respect of an Underlying Asset or all Underlying Assets as specified in the Final Terms.

"**FX Initial**" means, in respect of an FX Pair, either:

(a) if the Final Terms specifies 'Initial Level' to be 'Applicable', the level specified as such for such FX Pair in the Final Terms;

(b) if the Final Terms specifies 'Min Lookback' to be 'Applicable', the lowest observed FX Rate in respect of such FX Pair observed in respect of each of the Lookback Dates (FX) corresponding to the Strike Date;

(c) if the Final Terms specifies 'Max Lookback' to be 'Applicable', the highest observed FX Rate in respect of such FX Pair observed in respect of each of the Lookback Dates (FX) corresponding to the Strike Date;

(d) if the Final Terms specifies 'Averaging' to be 'Applicable', the arithmetic mean of the FX Rate in respect of such FX Pair observed in respect of each of the Averaging Dates (FX) corresponding to the Strike Date; or

(e) if the Final Terms does not specify 'Initial Level', 'Min Lookback', 'Max Lookback' or 'Averaging' as 'Applicable', the FX Rate in respect of such FX Pair on the Strike Date.

"**FX Initial Cut-off Date**" has the meaning given to it in General Condition 9(c) (*FX Conversion*).

"**FX Linked Amount(s)**" means any amount payable in respect of an FX Linked Security.

"**FX Linked Securities**" means Securities for which all of the Underlying Assets are FX Pairs (each an "FX Linked Security").

"**FX Pair**" means, in respect of a Series, a currency pair designating a foreign exchange rate, as stated in the Final Terms.

"**FX Performance**" means:

(a) in respect of Securities that are linked to a Basket:

(i) where the Final Terms specifies the 'FX Performance' to be 'FX Performance – Average', the FX Performance for any time on a given day will be the average Performance(i),(t) determined in respect of each Underlying Asset in the Basket at such time on such day, calculated as:

$$\sum_{i=1}^{N} \text{Weight(i)(FX)} \times \text{Performance(i), (t)}$$

or

(ii) where the Final Terms specifies the 'FX Performance' to be 'FX Performance – Minimum', the FX Performance for any time on a given day will be the minimum Performance(i),(t) determined in respect of each Underlying Asset in the Basket at such time on such day; or

(iii) where the Final Terms specifies the 'FX Performance' to be 'FX Performance – Maximum', the FX Performance for any time on a given day will be the maximum Performance(i),(t) determined in respect of each Underlying Asset in the Basket at such time on such day; or

(b) in respect of Securities that are linked to a single Underlying Asset, the FX Performance for any time on a given day will be the Performance(i),(t) determined in respect of such Underlying Asset at such time on such day.

"**FX Reference Currency**" has the meaning given to it in General Condition 9(c) (*FX Conversion*).

"**FXFinal**" has the meaning given to it in General Condition 9(c) (*FX Conversion*).

"**FXInitial**" has the meaning given to it in General Condition 9(c) (*FX Conversion*).

"**FX(i,t)**" means, in respect of each FX Pair 'i' and for the purposes of determining the FX Performance in accordance with the provisions of each of General Condition 9 (*Interest*), General Condition 10 (*Automatic Settlement (Autocall)*) or General Condition 12 (*Final Settlement*):

(a) where the Final Terms specifies the 'Type of FX(i,t)' for such General Condition to be 'Discrete Fixing', the FX Rate for such FX Pair on any Rate Calculation Date 't';

(b) where the Final Terms specifies the 'Type of FX(i,t)' for such General Condition to be 'Intra-Day(spot)', the Spot Rate for such FX Pair at any time on any Rate Calculation Date 't'; or

(c) where the Final Terms specifies the 'Type of FX(i,t)' for such General Condition to be 'Average Fixing', the arithmetic mean of the FX Rates for such FX Pair on each of the Averaging Dates (FX) corresponding to such Rate Calculation Date 't'.

"**FX Performance(f)**" has the meaning given to it in General Condition 12.15 (*Participation Settlement (FX)*).

"**FX Performance(p)**" has the meaning given to it in General Condition 9.22 (*Participation (FX)*).

"**FX Rate**" means, in respect of an FX Pair and any relevant day, the foreign exchange rate of one Currency for another Currency expressed as a number of units of the one Currency (or fractional amounts thereof) per unit of the other Currency determined in accordance with the applicable Fixing Source or Fixing Sources at the relevant Fixing Time (or latest Fixing Time) in respect of such Fixing Source (or Fixing Sources).

"**GBP**", "**sterling**" and "**£**" each means pounds sterling, the lawful currency of the United Kingdom.

"**General Conditions**" has the meaning given to it in the opening italicised paragraph of the General Conditions.

"**General Meeting**" has the meaning given to it in General Condition 59.3 (*Modifications of French Notes*).

"**Global Bearer Security**" has the meaning given to it in General Condition 1.1(a) (*Form of Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Cleared Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)*).

"**Global Floor**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Global Registered Securities**" has the meaning given to it in General Condition 1.1(a) (*Form of Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Cleared Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)*).

"**Global Registered Security**" has the meaning given to it in General Condition 1.1(a) (*Form of Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Cleared Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)*).

"**Global Securities**" has the meaning given to it in General Condition 1.1(a) (*Form of Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Cleared Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)*).

"**Global Security**" has the meaning given to it in General Condition 1.1(a) (*Form of Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Cleared Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)*).

"**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) of a relevant jurisdiction.

"**Hedge Positions**" means any purchase, sale, entry into or maintenance of one or more (a) positions or contracts in securities, options, futures, derivatives or foreign exchange, (b) stock loan transactions, or (c) other instruments or arrangements (howsoever described) by the Issuer or any of its Affiliates in order to hedge individually, or on a portfolio basis, the Issuer's obligations in respect of the Securities.

"**Hedging Disruption**" means that the Issuer 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) it deems necessary to hedge the price, liquidity or other economic risks of issuing and performing its obligations with respect to the relevant Series, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"**Hedging Shares**" means, in respect of a Share Linked Security and/or Equity Index Linked Security, the number of Shares or Components comprised in an Equity Index that the Issuer deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Securities.

"**Holder**" has the meaning given to it in General Condition 1.4 (*Title*).

"**Holder of CREST Securities**" has the meaning given to it in General Condition 1.4(b) (*Title to CREST Securities*).

"**Hybrid Basket Linked Security**" means any Security in respect of which the Basket of Underlying Assets comprises two or more types of Underlying Assets (including, for the avoidance of doubt, any combination of Shares, Equity Indices, Funds and Barclays Indices, but excluding FX Pairs).

"**Hybrid Basket Linked Security (ex Fund)**" means any Hybrid Basket Linked Security in respect of which none of the Underlying Assets in the Basket is a Fund.

"**Hybrid Basket Linked Security (inc Fund)**" means any Hybrid Basket Linked Security in respect of which one or more of the Underlying Assets in the Basket is a Fund.

"**Hypothetical Investor**", in respect of Securities other than Belgian Securities, means a hypothetical investor in Fund Shares located in the jurisdiction of the Issuer deemed to have the benefits and obligations, as provided under the Fund Documents, of an investor holding or subscribing for the number of Fund Shares that would reflect the exposure to Fund Shares granted by the Securities.

"**Increased Cost of Hedging**" means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk of issuing and performing its obligations with respect to the relevant Series, 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 Issuer shall not be deemed an Increased Cost of Hedging.

"**Increased Cost of Stock Borrow**" means, in respect of a Share Linked Security and/or Equity Index Linked Security, that the Borrow Cost to borrow any Share or any Component comprised in an Equity Index has increased above the Initial Stock Loan Rate.

"**Index**" means the relevant Equity Index.

"**Index Adjustment Event**" has the meaning given to it in General Condition 16.1 (*Equity Index Adjustment Events*) in relation to an Equity Index

"**Index Cancellation**" has the meaning given to it in General Condition 16.1(a) (*Equity Index Adjustment Events*).

"**Index Disruption**" has the meaning given to it in General Condition 16.1(a) (*Equity Index Adjustment Events*).

"**Index Modification**" has the meaning given to it in General Condition 16.1(a) (*Equity Index Adjustment Events*).

"**Index Sponsor**" means, in relation to:

(a) an Index other than a Barclays Index, the corporation or entity that is responsible for setting and reviewing the rules and procedures, and the methods of calculation and adjustments, if any, related to such Index; or

(b) a Barclays Index, the entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustment, if any, related to the Barclays Index, (b) is ultimately responsible for determinations in respect of the Barclays Index, and (c) announces (directly or through an agent) the level of the Barclays Index for each day (such entity currently being Barclays Bank PLC, or any successor thereto).

"**Initial Price**$_{\text{(Interest)}}$" means, in respect of an Underlying Asset:

(a) if the Final Terms specifies 'Averaging-in' to be 'Applicable', the arithmetic average of the Valuation Price of such Underlying Asset in respect of each of the Averaging-in Dates; or

(b) if the Final Terms specifies 'Min Lookback-in' to be 'Applicable', the lowest Valuation Price of such Underlying Asset observed in respect of each of the Lookback-in Dates; or

(c) if the Final Terms specifies 'Max Lookback-in' to be 'Applicable', the highest Valuation Price of such Underlying Asset observed in respect of each of the Lookback-in Dates; or

(d) if a price (in respect of a Share), level (in respect of an Equity Index or a Barclays Index) or net asset value (in respect of a Fund Share) for such Underlying Asset is specified in the Final Terms, such price, level or net asset value; or

(e) if none of items (a) to (d) (inclusive) applies, the Valuation Price of such Underlying Asset in respect of the Initial Valuation Date.

"**Initial Price**$_{\text{(Settlement)}}$" means, in respect of an Underlying Asset:

(a) if the Final Terms specifies 'Averaging-in' to be 'Applicable', the arithmetic average of the Valuation Price of such Underlying Asset in respect of each of the Averaging-in Dates; or

(b) if Final Terms specifies 'Min Lookback-in' to be 'Applicable', the lowest Valuation Price of such Underlying Asset observed in respect of each of the Lookback-in Dates; or

(c) if the Final Terms specifies 'Max Lookback-in' to be 'Applicable', the highest Valuation Price of such Underlying Asset observed in respect of each of the Lookback-in Dates; or

(d) if a price (in respect of a Share), level (in respect of an Equity Index or a Barclays Index) or net asset value (in respect of a Fund Share) for such Underlying Asset is specified in the Final Terms, such price, level or net asset value; or

(e) if none of items (a) to (d) (inclusive) applies, the Valuation Price of such Underlying Asset in respect of the Initial Valuation Date.

"**Initial Stock Loan Rate**" means, in respect of a Share Linked Security and/or Equity Index Linked Security and a Share or a Component comprised in an Equity Index, the initial stock loan rate specified in relation to such Share or Component in the Final Terms; or, if none is specified in the Final Terms, the Borrow Costs on the Trade Date for such Share or Component.

"**Initial Valuation Date**" means, in respect of an Underlying Asset, the date specified as the Initial Valuation Date for such Underlying Asset in the Final Terms, provided that:

(a) in respect of a Share Linked Security and/or Equity Index Linked Security for which the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$', 'Underlying Performance Type$_{(Autocall)}$' or 'Underlying Performance Type$_{(Settlement)}$' to be 'Single Asset', if such date is not a Scheduled Trading Day, the Initial Valuation Date shall be the next following Scheduled Trading Day; and

(b) in respect of a Share Linked Security and/or Equity Index Linked Security for which the Final Terms specifies the 'Underlying Performance Type$_{(Interest)}$', 'Underlying Performance Type$_{(Autocall)}$' or the 'Underlying Performance Type$_{(Settlement)}$' to be 'Worst-of', 'Best-of', 'Outperformance' or 'Basket', and:

(i) if the Final Terms specifies 'Initial Valuation Date – Common Pricing' to be 'Applicable', if such date is not a Common Scheduled Trading Day, the Initial Valuation Date shall be the next following Common Scheduled Trading Day; or

(ii) if the Final Terms specifies 'Initial Valuation Date – Individual Pricing' to be 'Applicable', if such date is not a Scheduled Trading Day in respect of that Underlying Asset, the Initial Valuation Date in respect of that Underlying Asset shall be the next following Scheduled Trading Day in respect of that Underlying Asset;

(c) in respect of a Fund Linked Security, such date shall be subject to adjustment in accordance with General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*);

(d) in respect of a Barclays Index Linked Security, such date shall be subject to adjustment in accordance with General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) or General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable);

(e) in respect of a Hybrid Basket Linked Security, such date shall be subject to adjustment in accordance with General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*).

"**Insolvency**" means, by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution, termination or winding-up of, or any analogous proceeding affecting, a Share Company, (a) all the Shares of that Share Company are required to be transferred to a trustee, liquidator or other similar official or (b) the holders of the Shares of that Share Company become legally prohibited from transferring them or (c) the Share Company is dissolved, terminated or ceases to exist, as the case may be.

"**Insolvency Filing**" means that a Share 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, or it has a resolution passed or an announcement published for its dissolution or termination, or it 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 by a creditor and such proceeding is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof.

"**Instalment Amount(s)**" means, in respect of an Instalment Date, the amount as specified in the Final Terms.

"**Instalment Date**" means each date specified in the Final Terms.

"**Instalment Methodology**" means Reduction of Nominal, Pool Factor or such other instalment methodology as may be set out in the Final Terms.

"**Instalment Notes**" has the meaning given to it in General Condition 15 (*Settlement by Instalments*).

"**Interest Amount**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Interest Barrier**" means, in relation to an Interest Valuation Date and an Underlying Asset, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date multiplied by the Initial Price$_{(Interest)}$ of such Underlying Asset, the resultant calculation of which may be specified in the Final Terms.

"**Interest Barrier (FX)**" has the meaning given to it in General Condition 9.21 (*Conditional (FX)*).

"**Interest Barrier Percentage**" means, in relation to an Interest Valuation Date, the percentage as specified in respect of such Interest Valuation Date in the Final Terms.

"**Interest Barrier Percentage(1)**" has the meaning given to it in relevant sub-paragraph of General Condition 9 (*Interest*).

"**Interest Barrier Percentage(2)**" has the meaning given to it in relevant sub-paragraph of General Condition 9 (*Interest*).

"**Interest Calculation Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the next succeeding Interest Period End Date and each successive period beginning on (and including) an Interest Period End Date and ending on (but excluding) the next succeeding Interest Period End Date, as applicable.

"**Interest Commencement Date**" means the Issue Date or such other date as may be set out in the Final Terms.

"**Interest Condition**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Interest Determination Date**" means each date as specified in the Final Terms.

"**Interest Observation Period**" means each period from but excluding one Interest Valuation Date to and including the immediately following Interest Valuation Date

except for the first Interest Observation Period which shall commence on, but exclude, the Initial Valuation Date (or, where there is more than one Initial Valuation Date, the latest Initial Valuation Date to occur) and end on, and include, the first Interest Valuation Date.

"**Interest Payment Date**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Interest Performance**" means, in relation to an Asset Scheduled Trading Day, the sum of the Weighted Asset Performance$_{(Interest)}$ in respect of each Underlying Asset in the Basket.

"**Interest Period End Date**" means each date specified as such in the Final Terms or, if none, each Interest Payment Date (after adjustment due to any applicable Business Day Convention), provided that if the Final Terms specifies that the Interest Period End Date is 'unadjusted', the Interest Period End Date will be each due date specified as such (or, if none, each Interest Payment Date disregarding any adjustment to the Interest Payment Date due to any applicable Business Day Convention).

"**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.

"**Interest Trigger Event Type**" means 'Continuous' or 'Daily', as specified in the Final Terms.

"**Interest Valuation Date**" means, in respect of:

(a) each Share Linked Security and/or Equity Index Linked Security, each date specified as such in the Final Terms, in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*);

(b) each Fund Linked Security, each date specified as such in the Final Terms, in each case subject to adjustment in accordance with General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*);

(c) each Barclays Index Linked Security, each date specified as such in the Final Terms, in each case subject to adjustment in accordance with General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) and General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable); or

(d) each Hybrid Basket Linked Security, each date specified as such in the Final Terms, in each case subject to adjustment in accordance with General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*).

"**Interest Valuation Price**" means, in relation to an Underlying Asset and an Interest Valuation Date:

(a) if the Final Terms specifies 'Averaging-out' to be 'Applicable', the arithmetic average of the Valuation Prices in respect of each of the Averaging-out Dates corresponding to the Interest Valuation Date; or

(b) if the Final Terms specifies 'Min Lookback-out' to be 'Applicable', the lowest Valuation Price observed in respect of each of the Lookback-out Dates corresponding to the Interest Valuation Date; or

(c) if the Final Terms specifies 'Max Lookback-out' to be 'Applicable', the maximum Valuation Price observed in respect of each of the Lookback-out Dates corresponding to the Interest Valuation Date; or

(d) if none of items (a) to (c) applies, the Valuation Price of the Underlying Asset in respect of the Interest Valuation Date.

"**Intermediated Securities**" has the meaning given to it in General Condition 1.1(i) (*Form of Swiss Securities*).

"**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.

"**$IP_{(I)}$**" means Initial $Price_{(Interest)}$.

"**$IP_{(R)}$**" means Initial $Price_{(Settlement)}$.

"**ISDA**" means the International Swaps and Derivatives Association, Inc.

"**ISDA Definitions**" means the 2006 ISDA Definitions published by ISDA or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

"**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 USD LIBOR 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 index cessation date with respect to USD LIBOR for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

"**Issue and Paying Agent**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Issue Currency**" means the currency of denomination of the Securities, as specified in the Final Terms.

"**Issue Date**" means the issue date as specified in the Final Terms.

"**Issue Price**" means the price as specified in the Final Terms.

"**Issuer**" means Barclays Bank PLC.

"**Issuer Call Early Settlement Percentage**" means, in relation to an Issuer Option Exercise Period, the percentage as specified in the Final Terms.

"**Issuer Option Exercise Period**" has the meaning given to it in General Condition 11 (*Optional Early Settlement Event*).

"**Issuer Tax Event**" means that the Issuer is, or there is a substantial likelihood that it will be, obliged to pay any Additional Amounts pursuant to General Condition 53 (*Taxation*) where that obligation arises as a result of any change in or amendment to the laws or regulations in the Bank Jurisdiction (or any authority or political subdivision thereof or therein having power to tax) or any change in the application or official interpretation of such laws or regulations or any ruling, confirmation or advice from

any taxing authority, which change or amendment or ruling becomes effective on or after the Trade Date.

"**Italian Securities**" means Securities that are offered to the public in the Italian Republic.

"**IVP**" means Interest Valuation Price.

"**$IVP_{(i-1)}$**" means, in relation to an Underlying Asset and:

(a) the first Interest Valuation Date, the Initial $Price_{(Interest)}$; or

(b) each subsequent Interest Valuation Date, the Interest Valuation Price on the Interest Valuation Date immediately preceding such Interest Valuation Date.

"**j**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Jade Basket Performance**" has the meaning given to it in General Condition 9.18 (*Jade – Basket*).

"**Jade Weighted Asset Performance**" has the meaning given to it in General Condition 9.18 (*Jade – Basket*).

"**Knock-in Barrier Percentage**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Knock-in Barrier Period End Date**" means, if applicable, the date as specified in the Final Terms.

"**Knock-in Barrier Period Start Date**" means, if applicable, the date as specified in the Final Terms.

"**Knock-in Barrier Price**" means, in relation to an Underlying Asset, the Knock-in Barrier Percentage multiplied by the Initial $Price_{(Settlement)}$, the resultant calculation of which may be specified in the Final Terms.

"**Knock-in Barrier Type**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Knock-in Trigger Event**" has the meaning given to it in the relevant sub-section of General Condition 12 (*Final Settlement*).

"**Ladder Barrier Observation Date**" means each date as specified in the Final Terms, in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) or General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable) (in the case of Barclays Index Linked Securities), or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities).

"**Ladder Barrier Percentage(i)**" has the meaning given to it in the relevant sub-section of General Condition 12 (*Final Settlement*).

"**Ladder Payoff**" has the meaning given to it in the relevant sub-section of General Condition 12 (*Final Settlement*).

"**Ladder Performance**" has the meaning given to it in the relevant sub-section of General Condition 12 (*Final Settlement*).

"**Ladder Percentage(i)**" has the meaning given to it in the relevant sub-section of General Condition 12 (*Final Settlement*).

"**Ladder Trigger Event**" has the meaning given to it in the relevant sub-section of General Condition 12 (*Final Settlement*).

"**Ladder Type**" has the meaning given to it in the relevant sub-section of General Condition 12 (*Final Settlement*).

"**Leverage**" has the meaning given to it in General Condition 12.24 (*Twin Win*)

"**LIBOR**" means the London Interbank Offered Rate.

"**Linear Interpolation**" means:

(a) with respect to a short or long Interest Calculation Period, the straight-line interpolation by reference to two rates based on the Reference Rate, one of which will be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the affected Interest Calculation Period, and the other of which will be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of such Interest Calculation Period; and

(b) with respect to a Disrupted Reference Rate or a Discontinued Reference Rate (as applicable), the straight-line interpolation by reference to two rates based on the Reference Rate, one of which will be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the Designated Maturity of the Disrupted Reference Rate or the Discontinued Reference Rate (as applicable), and the other of which will be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the Designated Maturity of the Disrupted Reference Rate or a Discontinued Reference Rate (as applicable).

"**Local Cap**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Local Floor**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Local Jurisdiction Taxes and Expenses**" means, in respect of a Share Linked Security and/or Equity Index Linked Security, all present, future or contingent Taxes, together with interest, additions to Taxes or penalties, which are (or may be) or were (or may have been) withheld or payable or otherwise incurred under the laws, regulations or administrative practices of the jurisdiction of the Shares or a Component comprised in an Equity Index (the "**Local Jurisdiction**") or any other state (or political subdivision or authority thereof or therein) in respect of:

(a) the issue, transfer, redemption, cancellation, unwinding or enforcement of the Securities;

(b) any payment (or delivery of Securities or other assets) to such Holder;

(c) a person (not resident in the Local Jurisdiction) or any of its or its agent's Shares or a Component comprised in an Equity Index or any rights, distributions or dividends appertaining to such Shares or a Component comprised in an Equity Index (had such an investor (or agent) purchased, owned, held, realised, sold or otherwise disposed of Shares or a Component comprised in an Equity Index) in such a number as the Determination Agent may determine to be appropriate as a hedge or related trading position in connection with the Securities; or

(d) any of the Issuer's (or any Affiliates') other hedging arrangements in connection with the Securities.

"**Lock-in Barrier Percentage**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**London Business Day**" means any day (other than a Saturday or Sunday) on which foreign exchange markets and commercial banks settle payments and are open for general business in London.

"**Lookback Dates**" means, if applicable, the Lookback-in Dates and Lookback-out Dates, in each case subject to General Condition 18 (*Consequences of Disrupted Days*) (in the case of Share Linked Securities and Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 37 (*Consequences upon a Reference Date becoming a Disrupted Day*) (in the case of Barclays Index Linked Securities), or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities) (individually, each a "**Lookback Date**").

"**Lookback Dates (FX)**" means, in respect of a Rate Calculation Date, the dates specified as corresponding to such Rate Calculation Date in the Final Terms (individually, each a "Lookback Date (FX)"), or, in each case, if such date is not an FX Business Day, the next following FX Business Day (or, if the Final Terms specifies 'Modified Postponement (FX)' to be 'Applicable', the next following FX Business Day on which another Lookback Date (FX) does not or is not deemed to occur).

"**Lookback-in Dates**" means, in relation to Initial Price$_{(Interest)}$, and/or Initial Price$_{(Settlement)}$ where applicable, each of the dates as specified in the Final Terms, in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*), or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities) (in the case of Barclays Index Linked Securities).

"**Lookback-out Dates**" means, in relation to an Interest Valuation Date or the Final Valuation Date where 'Lookback-out' is applicable, each of the dates as specified in the Final Terms, in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) (in the case of Barclays Index Linked Securities), or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities).

"**Loss of Stock Borrow**" means, in respect of a Share Linked Security and/or Equity Index Linked Security, that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any Share or any Components comprised in an Index in an amount equal to the Hedging Shares at a Borrow Cost equal to or less than the Maximum Stock Loan Rate.

"**Lower Interest Barrier**" means, in relation to an Interest Valuation Date and an Underlying Asset, the Lower Interest Barrier Percentage multiplied by the Initial Price(Interest) of such Underlying Asset, the resultant calculation of which may be specified in the Final Terms.

"**Lower Interest Barrier Percentage**" means, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

"**Manager(s)**" shall mean the Barclays Bank PLC (acting as manager), Barclays Capital Inc., Barclays Bank Ireland PLC or Barclays Capital Securities Limited or any other such entity, in each case as specified in the Final Terms.

"**Market Disruption Event**" means, in respect of a Share or an Equity Index:

(a) in respect of a Share Linked Security or an Equity Index Linked Security:

(i) with respect to a Share or an Equity Index other than a Multi-exchange Index, the occurrence or existence of:

(A) a Trading Disruption, which the Determination Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time;

(B) an Exchange Disruption, which the Determination Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time;

(C) an Early Closure, which the Determination Agent determines is material; or

(D) any event, which the Determination Agent determines is material, which disrupts or impairs the ability of the Issuer or of any market participants to effect transactions in, or obtain market values for, futures, options or derivatives contracts relating to the relevant Underlying Asset (including any proprietary index created by the Issuer or an associate of the Issuer); or

(ii) with respect to a Multi-exchange Index, the occurrence or existence, in respect of any Component, of:

(A) a Trading Disruption in respect of such Component, which the Determination 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 is principally traded;

(B) an Exchange Disruption in respect of such Component, which the Determination 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 is principally traded; or

(C) an Early Closure in respect of such Component, which the Determination Agent determines is material; and

(iii) with respect to an Equity Index, the occurrence or existence, in respect of futures or options contracts relating to such Equity Index, of: (i) a Trading Disruption; (ii) an Exchange Disruption, which, in either case, the Determination 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 (iii) an Early Closure, which the Determination Agent determines is material, in each case in respect of such futures or options contracts.

In addition, for the purposes of determining whether a Market Disruption Event exists in respect of an Equity Index which is not a Multi-exchange Index at any time, if a Market Disruption Event occurs in respect of a security included in such Equity Index at any time, then the relevant percentage contribution of that security to the level of such Equity Index shall be based on a comparison of (x) the portion of the level of such Equity Index attributable to that security to (y)

the overall level of such Equity Index, in each case immediately before the Market Disruption Event occurred.

(b) in respect of a Fund Linked Security, has the meaning given in General Condition 25.3 (*Related definitions*).

"**Master Agency Agreement**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Max**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*) or General Condition 12 (*Final Settlement*).

"**Maximum Number of Postponement Days** means the number of Scheduled Trading Days specified in the Final Terms, provided that if the Final Terms does not specify the Maximum Number of Postponement Days, the Maximum Number of Postponement Days shall be equal to:

(a) where all the Components of the underlying Barclays Index (or Barclays Indices) belong to the same reference asset class, such number of Component Scheduled Trading Days as specified in the definition of "Relevant Number of Component Scheduled Trading Days"; or

(b) where the Components of the underlying Barclays Index (or Barclays Indices) belong to different reference asset classes, the highest number of the applicable numbers of Component Scheduled Trading Days as specified in the definition of "Relevant Number of Component Scheduled Trading Days".

"**Maximum Stock Loan Rate**" means, in respect of a Share Linked Security and/or Equity Index Linked Security and a Share or a Component comprised in an Equity Index, the rate as specified in the Final Terms under 'Loss of Stock Borrow', or, if none is specified in the Final Terms, the Initial Stock Loan Rate.

"**Merger Event**" means, in respect of any relevant Shares, any:

(a) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer 20 per cent or more of such Shares outstanding;

(b) consolidation, amalgamation, merger or binding share exchange of the Share Company with or into another entity (other than a consolidation, amalgamation, merger or binding share exchange in which such Share Company is the continuing entity and which results in a reclassification or change of less than 20 per cent of the relevant Shares outstanding);

(c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity for such Shares that results in a transfer of or an irrevocable commitment to transfer 20 per cent or more of such Shares (other than such Shares owned or controlled by the offeror); or

(d) consolidation, amalgamation, merger or binding share exchange of the Share Company or its subsidiaries with or into another entity in which the Share Company 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,

if, in each case, the date on which the Determination Agent determines that such event occurs is on or before the relevant Final Settlement Cut-off Date.

"**Min**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*) or General Condition 12 (*Final Settlement*).

"**Minimum Tradable Amount**" means the amount, if any, as specified in the Final Terms.

"**Minimum Payment Amount**" means the amount (if any) of any portion (or the entirety, as applicable) of the Final Cash Settlement Amount payable by the Issuer on the Scheduled Settlement Date which is a known amount, and/or which amount may be determined with certainty, at the time of issuance of the Securities on the Issue Date, and which is payable on the Scheduled Settlement Date without being subject to any condition or dependent on the level, rate, price, value, net asset value or other measure of performance of one or more Underlying Assets or on any other variable (including, without limitation, any foreign exchange rate) which is not known with certainty at the time of issuance of the Securities on the Issue Date. The Minimum Payment Amount is in relation to the payment of cash only (in any currency), and excludes any asset which may be physically delivered to the Holders. The Minimum Payment Amount will be determined by the Determination Agent at the time of issuance of the Securities on the Issue Date, and shall be unaffected by any subsequent default, adjustment, postponement or other event in relation to the Securities or the payment obligations of the Issuer under the Securities which was not in effect and not known at the time of issuance of the Securities on the Issue Date (or in the case of any subsequent Tranche of a Series, the Issue Date of the original Tranche of that Series), save that any subsequent amendment to the Conditions pertaining to the Minimum Payment Amount portion (if any) of the Final Cash Settlement Amount will amend the "Minimum Payment Amount" accordingly

"**Modified Performance**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Monetisation Amount**" means an amount equal to the amount calculated in accordance with the following formula:

$$\text{Minimum Payment Amount} + (\text{Option Value} + \text{Pro Rata Issuer Cost Reimbursement}) \times (1+r)^{n}$$

where the following terms have the following meanings:

"**n**" means the remaining term of the Security expressed in years, calculated from the date of the determination by the Determination Agent that the Security will be early redeemed pursuant to and in accordance with the Conditions following the Relevant Non-Scheduled Early Settlement Event to the Scheduled Settlement Date, as determined by the Determination Agent;

"**Option**" means, in respect of the Security, the option component or embedded derivative(s) in respect of the nominal amount of the Security equal to the Calculation Amount which provides exposure to the Underlying Asset(s), the terms of which are fixed on the Trade Date in order to enable the Issuer to issue such Security at the relevant price and on the relevant terms. For the avoidance of doubt, the bond component in respect of the nominal amount of the Securities is excluded from the Option;

"**Option Value**" means, in respect of the Security, the value (if any) of the Option in respect thereof, subject to a minimum of zero, as calculated by the Determination Agent on the date of determination by the Determination Agent that the Security will be early redeemed pursuant to and in accordance with the Conditions following the relevant early redemption or cancellation event by reference to such factors as the Determination Agent considers to be appropriate including, without limitation:

(a) market prices or values of the Underlying Asset and other relevant economic variables (such as: interest rates; dividend rates; financing costs; the value, price or level of the Underlying Asset or other reference asset(s) and any futures or options relating to any of them; the volatility

of the Underlying Asset or other reference asset(s); and exchange rates (if applicable));

(b) the time remaining to maturity or cancellation of the Security had it remained outstanding to scheduled maturity or cancellation;

(c) internal pricing models; and

(d) prices at which other market participants might bid for the Option;

"**Pro Rata Issuer Cost Reimbursement**" means an amount equal to the product of the total costs of the Issuer (for example, and without limitation, structuring costs) paid by the original Holders as part of the original issue price of the Security and the Relevant Proportion, as determined by the Determination Agent;

"**r**" means the annualised interest rate that the Issuer offers on the date of determination by the Determination Agent that the Security will be early redeemed or cancelled pursuant to and in accordance with the Conditions following the Non-Force Majeure Event for a debt security with a maturity equivalent to the scheduled Settlement Date of the Security, taking into account the credit risk of the Issuer, as determined by the Determination Agent; and

"**Relevant Proportion**" means a number equal to (i) the number of calendar days from, and excluding, the date of determination by the Determination Agent that the Security will be early redeemed or cancelled pursuant to and in accordance with the Conditions following the Relevant Non-Scheduled Early Settlement Event to, and including, the Scheduled Settlement Date of the Security, divided by (ii) the number of calendar days from, and excluding, the Issue Date of the Security to, and including, the Scheduled Settlement Date of the Security.

"**MP**" means Modified Performance.

"**Multi-exchange Index**" means any Equity Index as specified in the Final Terms.

"**N**" means, in relation to an Interest Valuation Date, the number of scheduled Observation Dates corresponding to such Interest Valuation Date.

"**n**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Nationalisation**" means, in respect of any relevant Shares, that all the Shares or all the assets or substantially all the assets of the relevant Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority or entity.

"**NAV Deadline Date**" in respect of a Fund Linked Security, has the meaning given in General Condition 25.3 (*Related definitions*).

"**Net Asset Value**" or "**NAV**" means

(a) where the Underlying Asset is a single Fund, in respect of a Dealing Date and a related Valuation Date or Reference Date, the net asset value per Fund Share in respect of such Dealing Date and related Valuation Date or Reference Date as calculated and published by the relevant Fund Administrator in accordance with the provisions of the Fund Documents, or as otherwise determined in accordance with the Conditions; and

(b) where the Underlying Asset is a Fund Basket, in respect of a Dealing Date and a related Valuation Date or Reference Date in respect of each Fund in the Fund Basket, the net asset value per Fund Share in respect of such Dealing Date and

related Valuation Date or Reference Date as calculated and published by the relevant Fund Administrator in respect of such Fund in accordance with the provisions of the Fund Documents, or as otherwise determined in accordance with the Conditions.

"**New Bank Issuer**" has the meaning given to it in General Condition 58 (*Substitution (Securities other than French Securities)*).

"**NGN Form**" has the meaning given to it in General Condition 1.1(j) (*Initial issue of Global Securities*).

"**Non-Force Majeure Event**" has the meaning given to such term in General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*).

"**Norwegian Issue and Paying Agent**" means, in respect of any Series of Norwegian Securities, Skandinaviska Enskilda Banken AB (publ), a banking institution incorporated under the laws of Sweden whose registered office is at Kungsträdgårdsgatan 8, SE-106 40 Stockholm, Sweden, acting through its Oslo branch, or such other issue and paying agent specified as an 'additional Paying Agent' in the Final Terms.

"**Norwegian Securities**" means Securities issued in uncertificated and dematerialised electronic book-entry form and registered with the VPS in accordance with the Relevant Rules.

"**Notes**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**NSS**" has the meaning given to it in General Condition 1.1(j) *(Initial issue of Global Securities*).

"**Observation Date**" means, in relation to an Interest Valuation Date:

(a) each date as specified in the Final Terms, in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) (in the case of Barclays Index Linked Securities), or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities); or

(b) otherwise (if no dates are specified), each Asset Scheduled Trading Day in the relevant Interest Observation Period, in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) (in the case of Barclays Index Linked Securities), or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities), from (but excluding) the immediately preceding Interest Valuation Date (or the Initial Valuation Date if no previous Interest Valuation Date exists) to (and including) such Interest Valuation Date.

"**Observation Date (FX)**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Operator**" has the meaning given to it in General Condition 1.4(b) (*Title to CREST Securities*).

"**Operator register of corporate securities**" has the meaning given to it in General Condition 1.4(b) (*Title to CREST Securities*).

"**Optional Cash Settlement Date**" has the meaning given to it in General Condition 11 (*Optional Early Settlement Event*).

"**Optional Cash Settlement Amount**" has the meaning given to it in the relevant sub-paragraph of General Condition 11 (*Optional Early Settlement Event*).

"**Optional Early Settlement Event**" has the meaning given to it in General Condition 11 (*Optional Early Settlement Event*).

"**participating security**" has the meaning given to such term in General Condition 1.4(b) (*Title to CREST Securities*).

"**Participation$_{(Interest)}$**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Participation$_{(Settlement)}$**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Paying Agents**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Payment Amount**" means each of the Autocall Cash Settlement Amount, the Coupon Amount, the Early Cash Settlement Amount, the Final Cash Settlement Amount and the Interest Amount, as applicable.

"**Payment Date**" means a day on which a payment is due in respect of the Securities.

"**Performance**" means:

(a) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Single Asset', then, in relation to an Asset Scheduled Trading Day, the Valuation Price, as applicable, divided by the Initial Price$_{(Settlement)}$, each in relation to the sole Underlying Asset;

(b) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Worst-of' then, in relation to an Asset Scheduled Trading Day, the Valuation Price, as applicable, divided by the Initial Price$_{(Settlement)}$, each in relation to the Worst Performing Underlying Asset as calculated in respect of such Asset Scheduled Trading Day;

(c) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Best-of' then, in relation to an Asset Scheduled Trading Day, the Valuation Price, as applicable, divided by the Initial Price$_{(Settlement)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Asset Scheduled Trading Day;

(d) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Outperformance' then, in relation to an Asset Scheduled Trading Day, (x) the Valuation Price divided by the Initial Price$_{(Settlement)}$ of Underlying Asset 1, minus (y) the Valuation Price divided by the Initial Price$_{(Settlement)}$ of Underlying Asset 2, each as calculated in respect of such Asset Scheduled Trading Day;

(e) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Basket' then, in relation to an Asset Scheduled Trading Day, the sum of the Weighted Asset Performance$_{(Settlement)}$, in respect of each Underlying Asset in the Basket;

(f) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Rainbow Basket' then, in relation to an Asset Scheduled Trading Day, the sum of the Rainbow Weighted Asset Performance$_{(Settlement)}$, in respect of each Underlying Asset in the Basket; or

(g) if the Final Terms specifies the 'Underlying Performance Type$_{(Settlement)}$' to be 'Rainbow Weighted Profile' then, in relation to an Asset Scheduled Trading Day, the sum of each Rainbow Profile Weighted Performance.

"**Performance$_D$**" has the meaning given to it in General Condition 12.14(c) (*Relevant defined terms*).

"**Performance$_{D-1}$**" has the meaning given to it in General Condition 12.14(c) (*Relevant defined terms*).

"**Performance(i),(t)**" means, in respect of an FX Pair 'i' and at any time on any day 't':

(a) where the Final Terms specifies the 'FX Performance Type' to be 'Increase – FX(Initial)', the percentage increase of FX(i,t) relative to FX(Initial), calculated as:

$$\frac{\text{FX(i,t)-FX Initial}}{\text{FX Initial}}$$

(b) where the Final Terms specifies the 'FX Performance Type' to be 'Decrease – FX(Initial)', the percentage decrease of FX(i,t) relative to FX(Initial), calculated as:

$$\frac{\text{FX Initial-FX(i,t)}}{\text{FX Initial}}$$

(c) where the Final Terms specifies the 'FX Performance Type' to be 'Increase – FX(i,t)', the percentage increase of FX(i,t) relative to such FX(i,t), calculated as:

$$\frac{\text{FX(i,t)-FX Initial}}{\text{FX(i,t)}}$$

(d) where the Final Terms specifies the 'FX Performance Type' to be 'Decrease – FX(i,t)', the percentage decrease of FX(i,t) relative to such FX(i,t), calculated as:

$$\frac{\text{FX Initial-FX(i,t)}}{\text{FX(i,t)}}$$

"**Permanent Global Security**" has the meaning given to it in General Condition 1.2(a) (*Exchange of Global Securities (other than French Cleared Securities and French Securities)*).

"**Physical Delivery Date**" means, in relation to any Entitlement to be delivered, subject to compliance with the provisions of General Condition 7 (*Settlement*) in respect of any Security, the Scheduled Settlement Date.

"**Postponement (FX)**" has the meaning given to it in General Condition 20.4 (*Relevant defined terms*).

"**PostTriggerUparticipation**" has the meaning given to it in General Condition 12.11 (*Bull Bear (variable upside participation)*).

"**Potential Adjustment Event**" means, in respect of any relevant Shares, any of the following or a declaration by the relevant Share Company of the terms of any of the following:

(a) a subdivision, consolidation or reclassification of the relevant Shares (other than a Merger Event) or a free distribution or dividend of any such Shares to existing holders of the relevant Shares by way of bonus, capitalisation or similar issue;

(b) a distribution, issue or dividend to existing holders of the relevant Shares of (i) additional Shares, (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of dissolution, liquidation or termination of the Share Company equally or proportionately with such payments to holders of such Shares, (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Company as a result of a spin-off or other similar transaction or (iv) any other type of securities, rights or warrants or other assets in any case for payment (cash or other consideration) at less than the prevailing market price;

(c) an amount per Share which the Determination Agent determines should be characterised as an extraordinary dividend;

(d) a call by the Share Company, in respect of the relevant Shares that are not fully paid;

(e) a repurchase by the Share Company or any of its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;

(f) in respect of the Share Company, 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 the Share Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides, upon the occurrence of certain events, for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

(g) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares.

"**PreTriggerUparticipation**" has the meaning given to it in General Condition 12.11 (*Bull Bear (variable upside participation)*).

"**Pre-nominated Index**" means, in respect of:

(a) a Reference Rate that is:

(i) GBP LIBOR, the Sterling Overnight Index Average (SONIA);

(ii) EURIBOR, EUR LIBOR or EONIA, the Euro Short-Term Rate (€STER);

(iii) USD LIBOR, the Secured Overnight Financing Rate (SOFR);

(iv) JPY TIBOR, the Tokyo Overnight Average Rate (TONA);

(v) HKD HIBOR, the HKD Overnight Index Average (HONIA);

(vi) CHF LIBOR, the Swiss Average Rate Overnight (SARON);

(vii) AUD BBSW, the AUD Overnight Index Average (AONIA);

(viii) CAD CDOR, the Canadian Overnight Repo Rate Average (CORRA),

in each case, unless specified otherwise in the Final Terms; or

(b) an Underlying Asset and Securities, the underlying asset specified as such in respect of such Underlying Asset in the Final Terms,

provided that, in each case, if such reference rate or underlying asset ceases to exist or the Determination Agent determines that such reference rate or underlying asset likely will cease to exist during the term of the Securities then it shall be deemed that no Pre-nominated Index has been specified.

"**Price Source Disruption (FX)**" means it becomes impossible or impracticable to obtain an FX Rate on or in respect of any Rate Calculation Date (or, if different, the day on which rates for that Rate Calculation Date would, in the ordinary course, be published or announced by the relevant pricing source(s)).

"**Pro Rata Issuer Cost Reimbursement**" has the meaning given to such term within the definition of "Monetisation Amount" above.

"**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 (i) in the case of the scheduled maturity or expiry of the Securities, the Final Valuation Date, or (ii) in the case of early redemption or cancellation of the Securities other than automatic settlement (autocall), a Dealing Date as soon as reasonably practicable following the event giving rise to the early redemption or cancellation of the Securities.

"**Programme**" means the Global Structured Securities Programme as defined in, established by and contemplated in the Master Agency Agreement, as the same may be from time to time amended, supplemented or modified.

"**Protection Barrier**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Protection Level**" means the percentage as specified in the Final Terms.

"**Put Notice Period**" means the Put Notice Period Number of Business Days' irrevocable notice to the Issuer or as may be set out in a notice by the Issuer to the Holders.

"**Put Notice Period Number**" means, in respect of a Series, 15 or as may be set out in a notice by the Issuer to the Holders.

"**Put Option Exercise Period**" means the period from (but excluding) the Issue Date to (but excluding) the 15th Business Day preceding the Settlement Date or Expiration Date, as the case may be, or as may be set out in a notice by the Issuer to the Holders.

"**Put Strike**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Rainbow Asset Performance Rank**" or "**Rainbow Asset Performance Rank(i)**" means, in relation to:

(a) an Underlying Asset and an Interest Valuation Date or an Observation Date corresponding to an Interest Valuation Date or any other relevant day for purposes of a determination under the relevant sub-paragraph of General Condition 9 (*Interest*) (as applicable), an integer corresponding to the position of the Underlying Asset after ranking the Underlying Assets in order of their Rainbow Component Interest Performance, such that the Underlying Asset with the highest Rainbow Component Interest Performance is assigned a Rainbow Asset Performance Rank of '1' and the Underlying Asset with the lowest Rainbow Component Interest Performance is assigned a Rainbow Asset Performance Rank of 'n' (and, for such purposes, "n" means the total number of Underlying Assets). In the event that more than one Underlying Asset has the same Rainbow Component Interest Performance, the Determination Agent shall

select the Rainbow Asset Performance Rank to assign to such Underlying Assets in respect of such Interest Valuation Date or, as applicable, such Observation Date;

(b) an Underlying Asset and the Final Valuation Date, an integer corresponding to the position of the Underlying Asset after ranking the Underlying Assets in order of their Final Asset Performance, such that the Underlying Asset with the highest Final Asset Performance is assigned a Rainbow Asset Performance Rank of '1' and the Underlying Asset with the lowest Final Asset Performance is assigned a Rainbow Asset Performance Rank of 'n' (and, for such purposes, "n" means the total number of Underlying Assets). In the event that more than one Underlying Asset has the same Final Asset Performance, the Determination Agent shall select the Rainbow Asset Performance Rank to assign to such Underlying Assets in respect of the Final Valuation Date;

(c) an Underlying Asset and any day (other than the Final Valuation Date) for the purposes of a determination under the relevant sub-paragraph of General Condition 12 (*Final Settlement*), an integer corresponding to the position of the Underlying Asset after ranking the Underlying Assets in order of their Rainbow Component Settlement Performance, such that the Underlying Asset with the highest Rainbow Component Settlement Performance is assigned a Rainbow Asset Performance Rank of '1' and the Underlying Asset with the lowest Rainbow Component Settlement Performance is assigned a Rainbow Asset Performance Rank of 'n' (and, for such purposes, "n" means the total number of Underlying Assets). In the event that more than one Underlying Asset has the same Rainbow Component Settlement Performance, the Determination Agent shall select the Rainbow Asset Performance Rank to assign to such Underlying Assets in respect of such day; or

(d) a Rainbow Profile and any day, an integer corresponding to the position of the Rainbow Profile after ranking the Rainbow Profiles in order of their Rainbow Profile Performance, such that the Rainbow Profile with the highest Rainbow Profile Performance is assigned a Rainbow Asset Performance Rank of '1' and the Rainbow Profile with the lowest Rainbow Profile Performance is assigned a Rainbow Asset Performance Rank of 'n' (and, for such purposes, "n" means the total number of Rainbow Profiles). In the event that more than one Rainbow Profile has the same Rainbow Profile Performance, the Determination Agent shall select the Rainbow Asset Performance Rank to assign to such Rainbow Profile in respect of such day.

"**Rainbow Basket Performance**" has the meaning given to it in General Condition 9.16 (*Call (with rainbow feature) – Basket*).

"**Rainbow Basket Interest Performance**" means, in relation to an Asset Scheduled Trading Day, the sum of the Rainbow Weighted Asset Performance$_{(Interest)}$ in respect of each Underlying Asset in the Basket.

"**Rainbow Component Interest Performance**" means, in relation to an Underlying Asset and an Interest Valuation Date or an Observation Date corresponding to an Interest Valuation Date or any other relevant day (as applicable), (a) the Interest Valuation Price or, as applicable, the Valuation Price in respect of such Observation Date or such day, divided by (b) the Initial Price$_{(Interest)}$ (or, in the case of an Interest Valuation Date where the Final Terms specifies 'Interest Type' to be 'Strip of forward striking calls', the $IVP_{(i-1)}$ in respect of such Interest Valuation Date), each in relation to such Underlying Asset and such Interest Valuation Date, such Observation Date or such day (as applicable).

"**Rainbow Component Settlement Performance**" means, in relation to an Underlying Asset and any day, the Valuation Price as calculated in respect of such day, as applicable, divided by the Initial Price$_{(Settlement)}$, each in relation to such Underlying Asset.

"**Rainbow Profile**" means, subject to adjustment in accordance with the General Conditions, a basket composed of Shares, Equity Indices, FX Pairs, Funds and/or Barclays Indices, as specified in the Final Terms, and "**Rainbow Profiles**" means two or more of such baskets.

"**Rainbow Profile Component Performance**" means, in relation to an Underlying Asset comprised in a relevant Rainbow Profile and any Asset Scheduled Trading Day:

$$\text{Rainbow Profile Component Weight} \times \left[\left(\frac{\text{Valuation Price}}{\text{Initial Price}_{(\text{Settlement})}}\right) - \text{SPP}\right]$$

"**Rainbow Profile Component Weight**" means, in relation to a Rainbow Profile and an Underlying Asset comprised in such Rainbow Profile, the percentage as specified in respect of such Underlying Asset comprised in such Rainbow Profile in the Final Terms. For the avoidance of doubt, the Rainbow Profile Component Weight specified in respect of an Underlying Asset comprised in a Rainbow Profile may be different from the Rainbow Profile Component Weight specified in respect of the same Underlying Asset comprised in another Rainbow Profile.

"**Rainbow Profile Performance**" means, in relation to a Rainbow Profile and any Asset Scheduled Trading Day or relevant day, the sum of the Rainbow Profile Component Performance in respect of each Underlying Asset comprised in such Rainbow Profile.

"**Rainbow Profile Weighted Final Performance**" means, in relation to a Rainbow Profile, the Rainbow Profile Weighted Performance in respect of the Final Valuation Date.

For the avoidance of doubt, in respect of Downside Underlying Performance $\text{Type}_{(\text{Settlement})}$ specified as 'Rainbow Weighted Profile', references to, and the definitions of, Rainbow Profile, Rainbow Profile Weighted Performance, Final Valuation Date, Rainbow Weight(i), Rainbow Profile Performance and other relevant terms shall be construed in respect of the Downside Underlying Performance $\text{Type}_{(\text{Settlement})}$ and the relevant Downside Underlying Asset(s).

"**Rainbow Profile Weighted Performance**" means, in relation to a Rainbow Profile and any Asset Scheduled Trading Day, Rainbow Weight(i) × Rainbow Profile Performance.

"**Rainbow Weight(i)**" means the percentage specified as such in the Final Terms corresponding to row i of Rainbow Asset Performance Rank(i).

"**Rainbow Weighted Asset Performance**" has the meaning given to it in General Condition 9.16 (*Call (with rainbow feature) – Basket*).

"**Rainbow Weighted Asset Performance$_{(\text{Interest})}$**" means, in relation to an Underlying Asset and any Asset Scheduled Trading Day, Rainbow Weight(i) × (Valuation Price/$\text{IP}_{(\text{I})}$).

"**Rainbow Weighted Asset Performance$_{(\text{Settlement})}$**" means, in relation to an Underlying Asset and any Asset Scheduled Trading Day, Rainbow Weight(i) × (Valuation Price/$\text{IP}_{(\text{R})}$).

"**Rainbow Weighted Final Asset Performance**" means, in relation to an Underlying Asset and the Final Valuation Date, Rainbow Weight(i) × (FVP/$\text{IP}_{(\text{R})}$).

For the avoidance of doubt, in respect of a Downside Underlying Asset, references to, and the definitions of, Final Valuation Date, Rainbow Weight(i), FVP and $\text{IP}_{(\text{R})}$ and other relevant terms shall be construed in respect of the relevant Downside Underlying Asset(s).

"**Rainbow Weighted Modified Asset Performance**" means, in relation to an Underlying Asset and Interest Valuation Date, Rainbow Weight(i) × (IVP/$IP_{(I)}$).

"**Rate Calculation Date**" means each Observation Date, Autocall Valuation Date, Barrier Observation Date, Final Observation Date, Lookback Date (FX), Averaging Date (FX), the Strike Date and any other day on which the FX Rate, Conversion Rate (FX) or Spot Rate is due to be determined under the terms of the Securities.

"**Rebate Barrier**" has the meaning given to it in General Condition 12.20(c) (*Relevant defined terms*).

"**Rebate Barrier Condition**" has the meaning given to it in General Condition 12.20(c) (*Relevant defined terms*).

"**Rebate Rate**" means the percentage as specified in the Final Terms.

"**Receipt Deadline**" means the Business Day falling a Specified Number of calendar days after (i) in the case of the scheduled maturity or expiry of the Securities, the Final Valuation Date, or (ii) in the case of early redemption or cancellation of the Securities other than automatic settlement (autocall), a Dealing Date as soon as reasonably practicable following the event giving rise to the early redemption or cancellation of the Securities, in each case subject to adjustment in accordance with the Business Day Convention.

"**Receipts**" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"**Receiving Bank**" has the meaning given to it in General Condition 6.7 (*Payments and Deliveries in respect of French Securities*).

"**Record**" has the meaning given to it in General Condition 1.4(b) (*Title to CREST Securities*).

"**Record Date**" means, in relation to a payment under a Registered Security, the 15th calendar day (whether or not such 15th calendar day is a Business Day) before the relevant due date for such payment, except that, with respect to Cleared Securities that are represented by a Global Registered Security, it shall be the Clearing System Business Day immediately prior to the due date for payment or delivery.

"**record of uncertificated corporate securities**" has the meaning given to it in General Condition 1.4(b) (Title to CREST Securities).

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

"**Redenomination Date**" means (in the case of interest bearing Securities) any date for payment of interest under the Securities or (in the case of non-interest bearing Securities) any date, in each case specified by the Issuer in the notice given to Holders which falls on or after the date on which the United Kingdom first participates in the third stage of European economic and monetary union.

"**Reference Date**" means any Averaging Date or Lookback Date, in each case subject to General Condition 18 (*Consequences of Disrupted Days*) (in the case of Share Linked Securities or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 37 (*Consequences upon a Reference Date becoming a Disrupted Day*) (in the case of Barclays Index Linked Securities) or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities).

"**Reference Dealers**" has the meaning given to it in General Condition 20.4 (Relevant defined terms).

"**Register**" means, with respect to any Registered Securities, the register of holders of such Securities maintained by the applicable Registrar.

"**Registered Securities**" has the meaning given to it in General Condition 1.1(a) (*Form of Securities (other than CREST Securities, Danish Securities, Finnish Securities, French Cleared Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)*).

"**Registrar**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Registration Agent**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Related Exchange**" means, in respect of:

(a) an Underlying Asset that is a Share or Equity Index, subject to the below, each exchange or quotation system as specified for such Underlying Assets in the Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures and options contracts relating to such Underlying Asset has temporarily relocated (provided that the Determination Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Underlying Asset on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that, if the Final Terms specifies 'All Exchanges' to be 'Related Exchange', 'Related Exchange' shall mean each exchange or quotation system where trading has a material effect on the overall market for futures or options contracts relating to such Underlying Asset; or

(b) a Component of a Barclays Index, each exchange or quotation system where trading has a material effect on the overall market for futures or options contracts relating to such Component.

"**Relevant Benchmark**" means, in respect of any Securities, any rate, level, price, value or other figure in respect of one or more Underlying Assets or other index utilised in order to determine the amount of interest or coupon and/or principal and/or any other amount payable or asset deliverable under the Securities.

"**Relevant Clearing System**" means, as appropriate, Clearstream, Euroclear France, SIS, Euroclear Finland, VP, VPS and/or Euroclear, as the case may be, and any other 'Relevant Clearing System' as specified in the Final Terms, through which interests in Securities are to be held and/or through an account at which such Securities are to be cleared.

"**Relevant Date**" means, in respect of any Security, Coupon or Receipt, the date on which payment or delivery in respect of it first becomes due (or would have first become due if all conditions to settlement had been satisfied) 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 (if earlier) the date five calendar days after that on which notice is duly given to the Holders that, upon further presentation of the Security, Coupon or Receipt being made in accordance with these General Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"**Relevant Non-Scheduled Early Settlement Event**" has the meaning given to such term in General Condition 45 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*).

"**Relevant Number of Component Scheduled Trading Days**" means, in respect of an Affected Component of a Barclays Index:

(a) that is a bond, two Component Scheduled Trading Days;

(b) that is a commodity, two Component Scheduled Trading Days;

(c) that is a commodity index, five Component Scheduled Trading Days;

(d) that is a share or an ETF share, eight Component Scheduled Trading Days;

(e) that is an equity index, eight Component Scheduled Trading Days;

(f) that is a FX index, five Component Scheduled Trading Days; or

(g) that is an interest rate index or a fixed income index, ten Component Scheduled Trading Days.

"**Relevant Rules**" means the Clearstream Rules, the Euroclear Rules, the Euroclear France Rules, Euroclear Finland Rules, Euroclear Sweden Rules, VP Rules, VPS Rules, the SIS Rules and/or the terms and conditions and any procedures governing the use of such other Relevant Clearing System, as updated from time to time, relating to a particular issue of Securities, as applicable.

"**Relevant Settlement Day**" means a Clearing System Business Day and a Scheduled Trading Day.

"**Relevant Stock Exchange**" means, in respect of any Series, the stock exchange upon which such Securities are listed, being the principal stock exchange of Luxembourg, Belgium, Denmark, Finland, France, Ireland, Italy, Malta, the Netherlands, Norway, Portugal, Spain, Sweden or the United Kingdom, if specified in the Final Terms.

"**relevant system**" has the meaning given to it in General Condition 1.4(b) (*Title to CREST Securities*).

"**Relevant UK Resolution Authority**" means any authority with the ability to exercise a UK Bail-In Power. *As at the date of this Base Prospectus the Relevant UK Resolution Authority is the Bank of England.*

"**Replacement Performance**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Replacement Security**" has the meaning given to it in General Condition 17.3 (*Substitution of Shares*).

"**Representative**" has the meaning given to it in General Condition 59.3 (*Modifications of French Notes*).

"**Residual Cash Amount**" has the meaning given to it in General Condition 12(c) (*Application of cash proceeds to purchase and deliver Underlying Asset Provisions*).

"**Scheduled Closing Time**" means, in respect of any 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 other trading outside regular trading session hours.

"**Scheduled Reference Date**" means, in respect of:

(a) a Share Linked Security and/or Equity Index Linked Security, any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Reference Date;

(b) a Fund Linked Security, a Scheduled Reference Date$_{\text{(Reference Dealing Date)}}$ as defined in General Condition 25.1 (*Adjustments for non-Dealing Dates*);

(c) a Barclays Index Linked Security, has the meaning given in General Conditions 36.1 (*Consequences upon a Valuation Date becoming a Disrupted Day*); or

(d) a Hybrid Basket Linked Security, has the meaning given in General Condition 43.1 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*).

"**Scheduled Settlement Date**" means:

(a) in respect of Securities other than FX Linked Securities, Fund Linked Securities, Hybrid Basket Linked Securities (inc Fund) or Barclays Index Linked Securities (inc Fund), the scheduled date of redemption or settlement (as applicable) as specified in the Final Terms, subject to adjustment in accordance with the relevant Business Day Convention;

(b) in respect of FX Linked Securities, the scheduled date of redemption or settlement (as applicable) as specified in the Final Terms, subject to adjustment in accordance with the relevant FX Business Day Convention;

(c) in respect of Fund Linked Securities or Hybrid Basket Linked Securities (inc Fund), the scheduled date of redemption or settlement (as applicable) as specified in the Final Terms, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*); and

(d) in respect of Barclays Index Linked Securities (inc Fund), the scheduled date of redemption or settlement (as applicable) as specified in the Final Terms, subject to adjustment in accordance with the provisions of Fund Component Linked Condition 4 (*Adjustments to Payment Dates*) in Annex 2.

"**Scheduled Trading Day**" means, in respect of:

(a) any Share or Equity Index other than a Multi-exchange Index, any day on which each Exchange and each Related Exchange in respect of such Underlying Asset is scheduled to be open for trading for its respective regular trading sessions;

(b) any Multi-exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of such Multi-exchange Index and (ii) each Related Exchange is scheduled to be open for trading for its regular trading session;

(c) any Fund, any Dealing Date of such Fund; or

(d) any Barclays Index, a day (i) that is a Business Day in the places (if any) specified in the Final Terms and (ii) on which the Index Sponsor is scheduled to publish the level of the Barclays Index.

"**Scheduled Valuation Date**" means, in respect of:

(a) a Share Linked Security and/or Equity Index Linked Security, any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date;

(b) a Fund Linked Security, a Scheduled Valuation Date$_{\text{(Reference Dealing Date)}}$ as defined in General Condition 25.1 (*Adjustments for non-Dealing Dates*);

(c) a Barclays Index Linked Security, has the meaning given in General Conditions 36.1 (*Consequences upon a Valuation Date becoming a Disrupted Day*); or

(d) a Hybrid Basket Linked Security, has the meaning given in General Condition 43.1 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*).

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Security**" or "**Securities**" means any Note or Certificate which may from time to time be issued pursuant to the Programme in accordance with the terms of these General Conditions. Unless the context otherwise requires, any reference to 'Security' shall be deemed to refer to a Note having a nominal amount equal to the relevant Specified Denomination or to a single Certificate.

"**Security Settlement Cut-off Date**" has the meaning given to it in General Condition 7.2 (*Conditions to settlement*).

"**Series**" means the Securities of each original issue together with the Securities of any further issues expressed to be consolidated to form a single Series with the Securities of an original issue.

"**Settlement Amount**" means the Final Cash Settlement Amount, the Early Cash Settlement Amount, Adjustment Event Amount, Optional Cash Settlement Amount, Alternate Cash Amount, Autocall Cash Settlement Amount, Disruption Cash Settlement Price or Instalment Amount, as applicable.

"**Settlement Currency**" means the currency as specified in the Final Terms.

"**Settlement Disruption Event**" means, in the determination of the Determination Agent, that an event beyond the control of the Issuer has occurred as a result of which the Issuer cannot make or procure delivery of the relevant Underlying Asset(s).

"**Settlement Expenses**" means, in respect of any Security or Securities, if the Final Terms specifies 'Settlement Expenses' to be 'Applicable', any costs, fees and expenses or other amounts (other than in relation to Taxes) payable by a Holder per Calculation Amount on or in respect of or in connection with the redemption or settlement of such Security or Securities by way of delivery of any Entitlement.

"**Settlement Floor**" means the amount as specified in the Final Terms.

"**Settlement Method**" means, in respect of a Security, the method as specified in the Final Terms.

"**Settlement Number**" means, in respect of a Series, 180.

"**Share**" means, in respect of a Series, a share (including a share of an ETF), a unit, a depositary receipt, an interest or an equity unit, in each case as specified in the Final Terms.

"**Share Company**" means, in respect of a Share, the company, the depositary bank, the fund, the pooled investment vehicle, the collective investment scheme, the partnership, the trust or other legal arrangement that has issued or given rise to the relevant Share.

"**Share Linked Security**" means any Security for which the Underlying Asset (or one of the Underlying Assets) is a Share. For the avoidance of doubt, a Security may be both a Share Linked Security and an Equity Index Linked Security.

"**SIS**" has the meaning given to it in General Condition 1.1(i) (*Form of Swiss Securities*).

"**SIS Rules**" means the rules and regulations, manuals and operating procedures as well as any agreements between the Issuer and SIS governing the use of SIS, as may be amended, supplemented or modified from time to time.

"**SOFR**" means, with respect to any day, the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website.

"**Specified Currency**" means the currency or currencies specified in the Final Terms.

"**Specified Denomination**" means the denomination specified in the Final Terms.

"**Specified Product Value**" has the meaning given to it in General Condition 49 (*Indicative Amounts*).

"**Specified Number**" means, for the purposes of:

(a) each Adjusted Payment Date, three, unless a different number is specified in the Final Terms; or

(b) each Autocall Receipt Deadline, Interest Receipt Deadline and the Receipt Deadline, 180, unless a different number is specified in the Final Terms.

"**Spot Rate**" means, in respect of an Underlying Asset and any time on any relevant day, the foreign exchange rate of one Currency for another Currency expressed as a number of units of the one Currency (or fractional amounts thereof) per unit of the other Currency determined on such time and on such day in accordance with foreign exchange transactions for such foreign exchange rate.

"**SPP**" means the Strike Price Percentage.

"**SPP$_{\text{(Interest)}}$**" means the Strike Price Percentage$_{\text{(Interest)}}$.

"**Stockholm Business Day**" means, in respect of Swedish Securities, a day which is a Clearing System Business Day and 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 Sweden.

"**Strike**" shall, if applicable, be as is specified in the Final Terms.

"**Strike Date**" means, in relation to an FX Pair, the date specified as such in the Final Terms, subject to any adjustment in accordance with the FX Business Day Convention.

"**Strike Price**" means, in relation to an Underlying Asset, the Strike Price Percentage multiplied by the Initial Price$_{\text{(Settlement)}}$ of such Underlying Asset, the resultant calculation of which may be specified in the Final Terms.

"**Strike Price Percentage**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Strike Price Percentage$_{\text{(Interest)}}$**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Substitute Price**" has the meaning given to it in General Condition 17.3 (*Substitution of Shares*).

"**Substitute Shares**" has the meaning given to it in General Condition 17.3 (*Substitution of Shares*).

"**Successor Currency**" has the meaning given to it in General Condition 21 (*Replacement of a Currency*).

"**Successor Index**" has the meaning given to it in General Condition 16.2 (*Successor Index Sponsor or Substitution of Equity Index with substantially similar calculation*).

"**Successor Index Sponsor**" has the meaning given to it in General Condition 16.2 (*Successor Index Sponsor or Substitution of Equity Index with substantially similar calculation*).

"**Swedish Issue and Paying Agent**" means, in respect of any Series of Swedish Securities, Skandinaviska Enskilda Banken AB (publ), a banking institution incorporated under the laws of Sweden whose registered office is at Kungsträdgårdsgatan 8, SE-106 40 Stockholm, Sweden, or such other issue and paying agent specified as an 'additional Paying Agent' in the Final Terms.

"**Swedish Securities**" means Securities issued in uncertificated and dematerialised electronic book-entry form and registered with Euroclear Sweden, the Swedish Central Securities Depository, in accordance with all applicable Swedish laws, regulations and rules. Swedish Securities will not be issued in definitive form (individually, each a "Swedish Security").

"**Swiss Cleared Securities**" has the meaning given to it in General Condition 1.1(i) (*Form of Swiss Securities*).

"**Swiss Issue and Paying Agent**" means, in respect of any Series of Swiss Securities, BNP Paribas Securities Services, a société en commandite par actions incorporated under the laws of France (R.C.S. Paris no. 552 108 011), whose registered office is at 3, rue d'Antin, 75002 Paris, France, acting through its Zurich branch located at Selnaustrasse 16, 8002 Zurich, Switzerland and registered under the number CH-020.9.001.593-5, or such other issue and paying agent specified as an 'additional Paying Agent' in the Final Terms.

"**Swiss Securities**" means Securities in respect of which Final Terms specifies the 'Governing law' to be Swiss law.

"**Switch Date**" has the meaning given to it in General Condition 14 (*Switch Feature*).

"**Switch Exercise Period**" has the meaning given to it in General Condition 14 (*Switch Feature*).

"**Switch Notice Period Number**" has the meaning given to it in General Condition 14 (*Switch Feature*).

"**Switch Option**" has the meaning given to it in General Condition 14 (*Switch Feature*).

"**T**" has the meaning given to it in General Condition 9.3 (*Fixed with Memory (following the exercise of the Switch Option)*).

"**Talons**" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"**TARGET Business Day**" means a day on which the TARGET System is operating.

"**TARGET System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 ('TARGET2') (or, if such system ceases to be operative, such other system (if any) determined by the Determination Agent to be a suitable replacement).

"**Taxes**" means any tax, duty, impost, levy, charge or contribution in the nature of taxation or any withholding or deduction for or on account thereof, including (but not limited to) any applicable stock exchange tax, turnover tax, financial transaction tax, stamp duty, stamp duty reserve tax, charge on income, profits or capital gains and/or other taxes, duties, assessments or governmental charges of whatever nature chargeable or payable and includes any interest and penalties in respect thereof.

"**TEFRA**" means the US Tax Equity and Fiscal Responsibility Act of 1982.

"**Temple Basket Performance**" means, in relation to the relevant Interest Valuation Date, the sum of each Temple Weighted Asset Performance.

"**Temple Weighted Asset Performance**" has the meaning given to it in General Condition 9.19 (*Temple – Basket*).

"**Temporary Global Security**" has the meaning given to it in General Condition 1.2(a) (*Exchange of Global Securities (other than French Cleared Securities and French Securities)*).

"**Tender Offer**" means, in respect of a Share, 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 ten per cent and less than 100 per cent of the outstanding shares of the Share Company, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Determination Agent deems relevant.

"**Tender Offer Date**" means, in respect of a Tender Offer, the date on which shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained.

"**Term SOFR**" means the forward-looking term rate for the same Designated Maturity as the then-current Discontinued Reference Rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"**Trade Date**" means the date as specified in the Final Terms.

"**Traded Price**" has the meaning given to it in General Condition 18.1 (*Valuation Dates*).

"**Trading Day**" means a day when the Determination Agent is open for business in London and New York.

"**Trading Disruption**" means in respect of a Share Linked Security and/or an Equity Index Linked Security:

(a) except with respect to a Multi-exchange Index, any suspension of, impairment 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 relevant Share on any relevant Exchange(s) relating to any Components that comprise 20 per cent or more of the level of the relevant Equity Index or (B) in futures or options contracts relating to the relevant Share or the relevant Equity Index on any relevant Related Exchange; and

(b) with respect to any Multi-exchange Index, any suspension of, impairment 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 any Component on the relevant Exchange in respect of such Component or (B) in futures or options contracts relating to the Equity Index (or any Component thereof) on the Related Exchange.

For the avoidance of doubt, the following events shall be deemed to be a suspension or limitation of trading for the purposes of a Trading Disruption, (i) a price change exceeding limits set by the relevant Exchange, (ii) an imbalance of orders, or (iii) a disparity in bid prices and ask prices.

"**Tranche**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Transfer Agents**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Transfer Documentation**" means, for each Series, such documentation as is generally acceptable for settlement of the transfer of the relevant Underlying Asset(s) on any Related Exchange or through the Relevant Clearing System, including, without limitation, stock notes and/or stock transfer forms in the case of settlement on the London Stock Exchange.

"**Trigger Event Observation Date**" means, in respect of a Share Linked Security, Equity Index Linked Security, Fund Linked Security, Barclays Index Linked Security or Hybrid Basket Linked Security and in respect of an Underlying Asset, a day which is a Scheduled Trading Day in respect of such Underlying Asset.

"**Trigger Event Type**" means 'Continuous' or 'Daily', as specified in the Final Terms.

"**UK Bail-In Power**" means any statutory write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to the Issuer or any of its subsidiaries, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of the 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 from time to time, and/or as implemented, transposed, enacted or retained for the purposes of English law on or after "IP completion day" (as such term is defined in the European Union (Withdrawal Agreement) Act 2020, such term referring to the end of the implementation period of EU legislations following the date of the United Kingdom's departure from the European Union), and/or within the context of a UK resolution regime under the UK Banking Act 2009, as amended, or otherwise, pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its Affiliates can be reduced, cancelled and/or converted into shares or other securities or obligations of the Issuer or any other person.

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

"**Uncertificated Regulations**" has the meaning given to it in General Condition 1 (*Form, Title and Transfer*).

"**Underlying Asset 1**" means the Underlying Asset specified as such in the Final Terms.

"**Underlying Asset 2**" means the Underlying Asset specified as such in the Final Terms.

"**Underlying Asset**" means, in relation to a Series, as appropriate, each Share, Equity Index, Fund, FX Pair or Barclays Index as specified in the Final Terms, provided that if any 'Underlying Asset(s)$_{(Interest)}$' and/or 'Underlying Asset(s)$_{(Autocall\ Settlement)}$' and/or 'Underlying Asset(s)$_{(Final\ Settlement)}$' and/or 'Underlying Asset(s)$_{(Downside)}$' is/are specified in the Final Terms, then:

(a) for the purposes of General Condition 9 (*Interest*) and for the determination of the Interest Amount, Underlying Asset(s) shall mean Underlying Asset(s)$_{(Interest)}$ (if applicable);

(b) for the purposes of General Condition 10 (*Automatic Settlement (Autocall*)) and for the determination of an Automatic Settlement (Autocall) Event, Underlying Asset(s) shall mean Underlying Asset(s)$_{(Autocall\ Settlement)}$ (if applicable);

(c) for the purposes of General Condition 12 (*Final Settlement*) and for the determination of the Final Cash Settlement Amount or Final Physical Delivery Entitlement, Underlying Asset(s) shall mean Underlying Asset(s)$_{\text{(Final Settlement)}}$ (if applicable);

(d) for the purposes of the relevant terms and definitions (including without limitation, the definition of "Downside Final Performance"), Underlying Asset(s) shall mean Underlying Asset(s)$_{\text{(Downside)}}$ (if applicable);

"**Underlying Asset Currency**" means, in respect of an Underlying Asset, the underlying asset currency specified as such in the Final Terms.

"**Underlying Performance Type$_{\text{(Autocall)}}$**" means Single Asset, Basket, Worst-of, Best-of, All Assets, Outperformance, Rainbow Basket and Rainbow Weighted Profile as specified in the Final Terms.

"**Underlying Performance Type$_{\text{(Interest)}}$**" means Single Asset, Basket, Worst-of, Best-of, All Assets, Outperformance, Rainbow Basket and Rainbow Weighted Profile as specified in the Final Terms.

"**Underlying Performance Type$_{\text{(Settlement)}}$**" means Single Asset, Basket, Worst-of, Best-of, All Assets, Outperformance, Rainbow Basket and Rainbow Weighted Profile as specified in the Final Terms.

"**Underlying Securities**" has the meaning given to it in General Condition 1.4(c) (*Title to CREST Depository Interests*).

"**Underlying Share**" means the share or other security which is the subject of the Deposit Agreement.

"**Underlying Share Company**" means the issuer of the Underlying Share.

"**unit**" for the purposes of General Condition 5.1 (*Rounding*), has the meaning given to it in General Condition 5.1 (*Rounding*).

"**Unit**" means the number of Exercisable Certificates specified in the Final Terms.

"**Up & Out Barrier Percentage**" means the percentage as specified in the Final Terms.

"**Up & Out Barrier Price**" means, in relation to an Underlying Asset, the Up & Out Barrier Percentage multiplied by the Initial Price$_{\text{(Settlement)}}$ of such Underlying Asset, the resultant calculation of which may be as specified in the Final Terms.

"**Up & Out Observation Date**" means:

(a) each date as specified in the Final Terms in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) (in the case of Barclays Index Linked Securities), or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities); or

(b) otherwise (if no dates are specified), each Asset Scheduled Trading Day, in each case subject to adjustment in accordance with General Condition 7.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), General Condition 35 (*Adjustments of Determination Dates for non-Scheduled*

Trading Days) (in the case of Barclays Index Linked Securities), or General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities), from (and including) the Up & Out Observation Start Date to (and including) the Up & Out Observation End Date.

"**Up & Out Observation End Date**" means, if applicable, the date as specified in the Final Terms.

"**Up & Out Observation Start Date**" means, if applicable, the date as specified in the Final Terms.

"**Uparticipation**" has the meaning given to it in General Condition 12.10 (*Bull Bear (constant upside participation)*).

"**Upper Interest Barrier**" means, in relation to an Interest Valuation Date and an Underlying Asset, the Upper Interest Barrier Percentage multiplied by the Initial $\text{Price}_{(\text{Interest})}$ of such Underlying Asset, the resultant calculation of which may be specified in the Final Terms.

"**Upper Interest Barrier Percentage**" means, if applicable, in relation to an Interest Valuation Date, the percentage as specified in the Final Terms.

"**Upper Strike Percentage**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Upside Strike Shift**" has the meaning given to it in General Condition 9.22(d) (*Relevant defined terms*) and in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Upside Strike Shift Performance**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Upside Strike Shift Performance(f)**" has the meaning given to it in the relevant sub-paragraph of General Condition 12 (*Final Settlement*).

"**Up Trigger Event**" has the meaning given to it by the relevant sub-section of General Condition 12 (*Final Settlement*).

"**USD**", "**US$**", "**$**" and "**US Dollars**" each means United States dollars.

"**USD LIBOR**"" means the London interbank offered rate for deposits in US Dollars.

"**USP**" means the Upper Strike Percentage.

"**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Reference Date does not or is not deemed to occur.

"**Valid Date (FX)**" has the meaning given to it in General Condition 20.4 (*Relevant defined terms*).

"**Valuation Date**" means each Cliquet Observation Date, each Initial Valuation Date, each Interest Valuation Date, each Ladder Barrier Observation Date, each Observation Date, each Up & Out Observation Date, each Autocall Valuation Date, each Trigger Event Observation Date and the Final Valuation Date in each case subject to General Condition 18 (*Consequences of Disrupted Days*) (in the case of Share Linked Securities or Equity Index Linked Securities), General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities) or General Condition 35 (*Adjustments of Determination Dates for non-Scheduled Trading Days*), General Condition 36 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable) (in the case of Barclays Index Linked Securities) or

General Condition 43 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities).

"**Valuation Price**" means, in respect of:

(a) an Underlying Asset that is a Share and any relevant day, the price of such Underlying Asset at the Valuation Time on such day;

(b) an Underlying Asset that is an Equity Index and any relevant day, the level of such Underlying Asset at the Valuation Time on such day;

(c) an Underlying Asset that is a Fund and any relevant day, the Net Asset Value of such Underlying Asset in respect of such day; or

(d) an Underlying Asset that is a Barclays Index and any relevant day, the level of such Underlying Asset in respect of such day.

"**Valuation Time**" means, in respect of any Share Linked Security and/or Equity Index Linked Security and an Underlying Asset:

(a) if the Final Terms does not specify 'Underlying Asset' to be a 'Multi-exchange Index' (i) for the purposes of determining whether a Market Disruption Event has occurred the time specified as such in the Final Terms or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time and (ii) in all other circumstances the time at which the official closing level of the relevant Index is calculated and published by the relevant Index Sponsor or the official closing price of the relevant Share is published by the relevant Exchange (as applicable);

(b) if the Final Terms specifies 'Underlying Asset' to be a 'Multi-exchange Index' (i) for the purposes of determining whether a Market Disruption Event has occurred: (A) in respect of any Component, the Scheduled Closing Time on the Exchange in respect of such Component, and (B) in respect of any options contracts or futures contracts on the relevant 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 relevant Index is calculated and published by the Index Sponsor.

"**Valuation Time (FX)**" means, in respect of the FX Performance on any day (i) for a single FX Pair, the Fixing Time (or, if applicable, latest Fixing Time) to occur in respect of the Fixing Source(s) used to determine the FX Rate for such FX Pair on such day or (ii) for a Basket, the latest Fixing Time to occur in respect of the Fixing Sources used to determine the FX Rates for each FX Pair on such day.

"**VP**" means the Danish securities centre, VP Securities A/S, Weidekampsgade 14, P.O. Box 4040, 2300 Copenhagen S, Denmark.

"**VP Rules**" means the terms and conditions governing the use of VP, as may be amended, supplemented or modified from time to time.

"**VPS**" means Verdipapirsentralen ASA Fred.Olsens, gate 1, 0107 Oslo, Norway.

"**VPS Register**" means the register opened in the VPS System for Securities issued by the Issuer.

"**VPS Rules**" means the Norwegian Securities Registration Act 2002-07-05 no. 64 and the Regulation 2003-05-21- no. 620 on information to be registered in the Securities Register and the rules and regulations and terms and conditions governing the use of the VPS as from time to time amended, supplemented or modified.

"**VPS System**" means the technical system at VPS for the registration of securities and the clearing and settlement of securities transactions.

"**Weight**" means, in relation to an Underlying Asset, the percentage as specified in the Final Terms.

"**Weighted Asset Performance(Interest)**" means, in relation to an Underlying Asset and any Scheduled Trading Day, Weight × (Valuation Price/$IP_{(I)}$).

"**Weighted Asset Performance(Settlement)**" means, in relation to an Underlying Asset and any Scheduled Trading Day, Weight × (Valuation Price/$IP_{(R)}$).

"**Weighted Call Asset Performance**" has the meaning given to it in General Condition 9.17 (*Locally Capped Basket*).

"**Weighted Final Asset Performance**" means, in relation to an Underlying Asset and the Final Valuation Date, Weight × (FVP/$IP_{(R)}$).

For the avoidance of doubt, in respect of a Downside Underlying Asset, references to, and the definitions of, Final Valuation Date, Weight, FVP and $IP_{(R)}$ and other relevant terms shall be construed in respect of the relevant Downside Underlying Asset(s).

"**Weighted Modified Asset Performance**" means, in relation to an Underlying Asset and Interest Valuation Date, Weight × (IVP/$IP_{(I)}$).

"**Weighted Modified Autocall Performance**" means, in relation to an Underlying Asset and Autocall Valuation Date, Weight × (AVP/$IP_{(R)}$).

"**Weight(i)**" has the meaning given to it in General Condition 9.16 (*Call (with rainbow feature) – Basket*).

"**Weight(i)(FX)**" means, in respect of a Basket and each FX Pair 'i' in such Basket and for the purposes of determining the FX Performance, the Weight of such FX Pair.

"**Worst Performing Underlying Asset**" means, in relation to an Asset Scheduled Trading Day, the Underlying Asset with the lowest Asset Performance on such day, provided that, in each case, where more than one Underlying Asset has the same lowest Asset Performance, the Determination Agent shall select which of the Underlying Assets with the same lowest Asset Performance shall be the Worst Performing Underlying Asset.

"**Written Decision**" has the meaning given to it in General Condition 59.3(c)(vi) (*Written Decision and Electronic Consent*).

"**Y**" has the meaning given to it in the relevant sub-paragraph of General Condition 9 (*Interest*).

"**Y(1)"** has the meaning given to it in General Condition 9.9 (*Digital (Bullish with dual barrier and memory feature)*)

"**Y(2)**" has the meaning given to it in General Condition 9.9 (*Digital (Bullish with dual barrier and memory feature)*)

65.2 **Interpretation**

(a) Capitalised terms used but not defined in these General Conditions will have the meanings given to them in the Final Terms, the absence of any such meaning indicating that such term is not applicable to the Securities of the relevant Series.

(b) Words importing the plural shall include the singular and vice versa, unless the context requires otherwise.

(c) A reference to a 'person' in the Conditions includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.

(d) A reference in the Conditions to a provision of law is a reference to that provision as amended or re-enacted.

(e) References in the Conditions to a company or entity shall be deemed to include a reference to any successor or replacement thereto.

(f) In respect of Exercisable Certificates, all references in the Conditions to defined terms containing the word "Interest" shall be construed to instead contain the word "Coupon" (see General Condition 9(d) (*Interpretation of defined terms*).

ANNEX 1

TO THE TERMS AND CONDITIONS OF THE SECURITIES

CURRENCIES AND FIXING SOURCES

1. **Where any of the following are specified in the General Conditions or the Final Terms, they shall have the respective meanings set out below:**

1.1 **Currencies**

(a) **Algerian Dinar**

"**Algerian Dinar**" and "**DZD**" each means the lawful currency of the People's Democratic Republic of Algeria.

(b) **Angolan Kwanza**

"**Angolan Kwanza**", "**Kwanza**" and "**AOA**" each means the lawful currency of the Republic of Angola.

(c) **Argentine Peso**

"**Argentine Peso**" and "**ARS**" each means the lawful currency of the Argentine Republic.

(d) **Australian Dollar**

"**Australian Dollar**", "**A$**" and "**AUD**" each means the lawful currency of the Commonwealth of Australia.

(e) **Brazilian Real**

"**Brazilian Real**"and "**BRL**" each means the lawful currency of the Federative Republic of Brazil.

(f) **Bulgarian Lev**

"**Bulgarian Lev**" and "**BGL**" each means the lawful currency of the Republic of Bulgaria.

(g) **Canadian Dollar**

"**Canadian Dollar**", "**C$**" and "**CAD**" each means the lawful currency of Canada.

(h) **Chilean Peso**

"**Chilean Peso**" and "**CLP**" each means the lawful currency of the Republic of Chile.

(i) **Chinese Renminbi**

"**Chinese Renminbi**", "**CNY**" and "**RMB**" each means the lawful currency of the PRC.

(j) **Colombian Peso**

"**Colombian Peso**" and "**COP**" each means the lawful currency of the Republic of Colombia.

(k) **Croatian Kuna**

"**Croatian Kuna**" and "**HRK**" each means the lawful currency of the Republic of Croatia.

(l) **Czech Koruna**

"**Czech Koruna**" and "**CZK**" each means the lawful currency of the Czech Republic.

(m) **Danish Krone**

"**Danish Krone**", "**Dkr**" and "**DKK**" each means the lawful currency of the Kingdom of Denmark.

(n) **Ecuadorian Sucre**

"**Ecuadorian Sucre**" and "**ECS**" each means the lawful currency of the Republic of Ecuador.

(o) **Egyptian Pound**

"**Egyptian Pound**" and "**EGP**" each means the lawful currency of the Arab Republic of Egypt.

(p) **Estonian Kroon**

"**Estonian Kroon**" and "**EEK**" each means the lawful currency of the Republic of Estonia.

(q) **Euro**

"**Euro**", "**euro**", "**EUR**" and "**€**" each means the lawful single currency of the member states of the European Union that have adopted or adopt and continue to retain a common single currency through monetary union in accordance with European Union treaty law (as amended from time to time).

(r) **Ghanaian Cedi**

"**Ghanaian Cedi**", "**Cedi**" and "**GHS**" each means the lawful currency of the Republic of Ghana.

(s) **Hong Kong Dollar**

"**Hong Kong Dollar**", "**HK$**" and "**HKD**" each means the lawful currency of Hong Kong Special Administrative Region of the People's Republic of China.

(t) **Hungarian Forint**

"**Hungarian Forint**", "**Forint**" and "**HUF**" each means the lawful currency of the Republic of Hungary.

(u) **Indian Rupee**

"**Indian Rupee**" and "**INR**" each means the lawful currency of the Republic of India.

(v) **Indonesian Rupiah**

"**Indonesian Rupiah**" and "**IDR**" each means the lawful currency of the Republic of Indonesia.

(w) **Israeli Shekel**

"**Israeli Shekel**", "**Israeli New Shekel**" and "**ILS**" each means the lawful currency of the State of Israel.

(x) **Kazakhstani Tenge**

"**Kazakhstani Tenge**", "**Tenge**", "**₸**" and "**KZT**" each means the lawful currency of the Republic of Kazakhstan.

(y) **Kenyan Shilling**

"**Kenyan Shilling**" and "**KES**" each means the lawful currency of the Republic of Kenya.

(z) **Korean Won**

"**Korean Won**", "**South Korean Won**", "**₩**" and "**KRW**" each means the lawful currency of the Republic of Korea.

(aa) **Kuwaiti Dinar**

"**Kuwaiti Dinar**" and "**KWD**" each means the lawful currency of the State of Kuwait.

(bb) **Latvian Lats**

"**Latvian Lats**" and "**LVL**" each means the lawful currency of the Republic of Latvia.

(cc) **Lebanese Pound**

"**Lebanese Pound**" and "**LBP**" each means the lawful currency of the Republic of Lebanon.

(dd) **Lithuanian Litas**

"**Lithuanian Litas**" and "**LTL**" each means the lawful currency of the Republic of Lithuania.

(ee) **Malaysian Ringgit**

"**Malaysian Ringgit**" and "**MYR**" each means the lawful currency of the Federation of Malaysia.

(ff) **Mexican Peso**

"**Mexican Peso**" and "**MXN**" each means the lawful currency of the United Mexican States.

(gg) **Moroccan Dirham**

"**Moroccan Dirham**" and "**MAD**" each means the lawful currency of the Kingdom of Morocco.

(hh) **New Zealand Dollar**

"**New Zealand Dollar**", "**NZ$**" and "**NZD**" each means the lawful currency of New Zealand.

(ii) **Nigerian Naira**

"**Nigerian Naira**" and "**NGN**" each means the lawful currency of the Republic of Nigeria.

(jj) **Norwegian Krone**

"**Norwegian Krone**", "**Nkr**" and "**NOK**" each means the lawful currency of the Kingdom of Norway.

(kk) **Pakistani Rupee**

"**Pakistani Rupee**" and "**PKR**" each means the lawful currency of the Islamic Republic of Pakistan.

(ll) **Peruvian Sol**

"**Peruvian Nuevo Sol**", "**Peruvian Sol**", "**Nuevo Sol**" and "**PEN**" each means the lawful currency of the Republic of Peru.

(mm) **Philippine Peso**

"**Philippine Peso**" and "**PHP**" each means the lawful currency of the Republic of the Philippines.

(nn) **Polish Zloty**

"**Polish Zloty**" and "**PLN**" each means the lawful currency of the Republic of Poland.

(oo) **Romanian Leu**

"**Romanian Leu**", "**New Romanian Leu**" and "**RON**" each means the lawful currency of Romania.

(pp) **Russian Ruble**

"**Russian Ruble**", "**Russian Rouble**" and "**RUB**" each means the lawful currency of the Russian Federation.

(qq) **Saudi Arabian Riyal**

"**Saudi Arabian Riyal**", "**Saudi Arabian Rial**", "**Saudi Riyal**" and "**SAR**" each means the lawful currency of the Kingdom of Saudi Arabia.

(rr) **Singapore Dollar**

"**Singapore Dollar**", "**S$**" and "**SGD**" each means the lawful currency of the Republic of Singapore.

(ss) **South African Rand**

"**South African Rand**", "**Rand**", "**R**" and "**ZAR**" each means the lawful currency of the Republic of South Africa.

(tt) **Sri Lankan Rupee**

"**Sri Lankan Rupee**" and "**LKR**" each means the lawful currency of the Democratic Socialist Republic of Sri Lanka.

(uu) **Sterling**

"**Sterling**", "**Pound Sterling**", "**£**", "**GBP**" and "**STG**" each means the lawful currency of the United Kingdom.

(vv) **Swedish Krona**

"**Swedish Krona**", "**Skr**" and "**SEK**" each means the lawful currency of the Kingdom of Sweden.

(ww) **Swiss Franc**

"**Swiss Franc**", "**Sfr**" and "**CHF**" each means the lawful currency of Switzerland.

(xx) **Taiwanese Dollar**

"**Taiwanese Dollar**", "**New Taiwan(ese) Dollar**", "**NT$**" and "**TWD**" each means the lawful currency of the Republic of China.

(yy) **Thai Baht**

"**Thai Baht**" and "**THB**" each means the lawful currency of the Kingdom of Thailand.

(zz) **Tunisian Dinar**

"**Tunisian Dinar**" and "**TND**" each means the lawful currency of the Republic of Tunisia.

(aaa) **Turkish Lira**

"**Turkish Lira**" and "**TRY**" each means the lawful currency of the Republic of Turkey.

(bbb) **Ukrainian Hryvnia**

"**Ukrainian Hryvnia**", "**Hryvnia**" and "**UAH**" each means the lawful currency of the Republic of Ukraine.

(ccc) **US Dollar**

"**US Dollar**", "**Dollar**", "**US$**", "**$**" and "**USD**" each means the lawful currency of the United States of America.

(ddd) **Venezuelan Bolivar**

"**Venezuelan Bolivar**", "**Venezuelan Bolivar Fuerte**" and "**VEF**" each means the lawful currency of the Bolivarian Republic of Venezuela.

(eee) **Yen**

"**Yen**", "**Japanese Yen**", "**¥**" and "**JPY**" each means the lawful currency of Japan.

(fff) **Zambian Kwacha**

"**Zambian Kwacha**", "**New Zambian Kwacha**" and "**ZMK**" each means the lawful currency of the Republic of Zambia.

2. **Fixing Sources**

2.1 **Asia Pacific**

(a) **Australian Dollar**

(i) "**WM/Reuters MID**" or "**WMR03**" each means that the Spot Rate for a Rate Calculation Date will be the U.S. Dollar/Australian Dollar spot rate, or closing spot rate, as the case may be, expressed as the amount of U.S. Dollars per one Australian Dollar, calculated by Refinitiv Benchmark

Services (UK) Ltd, which appears on the Refinitiv Screen WMRPSPOT (or Refinitiv Screen WMRSPOT, in the case of the closing rate) for USD/AUD under the caption 'MID' at the Specified Time on that Rate Calculation Date.

(ii) "**ASFI MID**" or "**ASF01**" each means that the Spot Rate for a Rate Calculation Date will be the arithmetic average of the U.S. Dollar/Australian Dollar bid and offer rates, expressed as the amount of U.S. Dollars per one Australian Dollar, reported by Refinitiv Ltd. which appears on Refinitiv Screen ASFI at or under the caption for USD/AUD at the Specified Time on that Rate Calculation Date.

(iii) "**AUDFIX**" or "**AUD01**" each means that the Spot Rate for a Rate Calculation Date will be the U.S. Dollar/Australian Dollar spot rate expressed as the amount of U.S. Dollars per one Australian Dollar reported by Refinitiv Ltd. which appears on Refinitiv Screen AUDFIX at or under the caption for USD/AUD at the Specified Time on that Rate Calculation Date.

(b) **Chinese Renminbi**

(i) "**CNY SAEC**" or "**CNY01**" each means that the Spot Rate for a Rate Calculation Date will be the Chinese Renminbi/U.S. Dollar official fixing rate, expressed as the amount of Chinese Renminbi per one U.S. Dollar, for settlement in two Business Days, authorised by the People's Bank of China of the People's Republic of China for reporting by the China Foreign Exchange Trade System (CFETS) (www.china-money.com.cn), at approximately 9:15 a.m., Beijing time, on that Rate Calculation Date.

(ii) "**CNY CNHHK**" or "**CNY03**" each means that the Spot Rate for a Rate Calculation Date will be the Chinese Renminbi/U.S. Dollar official fixing rate, expressed as the amount of Chinese Renminbi per one U.S. Dollar, for settlement in two Business Days reported by the Treasury Markets Association, Hong Kong (www.tma.org.hk) as its USD/CNY (HK) Spot Rate at approximately 11:30 a.m., Hong Kong time, on that Rate Calculation Date.

(iii) "**SFEMC CNY INDICATIVE SURVEY RATE**" or "**CNY02**" each means that the Spot Rate for a Rate Calculation Date will be the Chinese Renminbi/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Chinese Renminbi per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC's website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on such Rate Calculation Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC CNY Indicative Survey Rate Methodology (which means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Chinese Renminbi/U.S. Dollar markets for the purpose of determining the SFEMC CNY Indicative Survey Rate).

(c) **Hong Kong Dollar**

(i) "**WM/Reuters MID**" or "**WMR03**" each means that the Spot Rate for a Rate Calculation Date will be the Hong Kong Dollar/ U.S. Dollar spot rate, or closing spot rate, as the case may be, expressed as the amount of Hong Kong Dollars per one U.S. Dollar, calculated by Refinitiv Benchmark Services (UK) Ltd, which appears on the Refinitiv Screen WMRPSPOT (or Refinitiv Screen WMRSPOT, in the case of the closing

rate) for HKD/USD under the caption 'MID' at the Specified Time on that Rate Calculation Date.

(ii) "**HKDFIX**" or "**HKD01**" each means that the Spot Rate for a Rate Calculation Date will be the Hong Kong Dollar/U.S. Dollar spot rate expressed as the amount of Hong Kong Dollars per one U.S. Dollar reported by the Treasury Markets Association which appears on Refinitiv Screen HKDFIX under the caption for HKD/USD at the Specified Time on that Rate Calculation Date.

(iii) "**HKDBB**" or "**HKD02**" each means that the Spot Rate for a Rate Calculation Date will be the Hong Kong Dollar/ U.S. Dollar spot rate expressed as the amount of Hong Kong Dollars per one U.S. Dollar reported by the Treasury Markets Association, Hong Kong which appears on Bloomberg Screen TMA under "FX and Money Market" at the Specified Time on the Rate Calculation Date.

(d) **Indian Rupee**

(i) "**INR FBIL**" or "**INR01**" each means that the Spot Rate for a Rate Calculation Date will be the Indian Rupee/U.S. Dollar reference rate, expressed as the amount of Indian Rupee per one U.S. Dollar, for settlement in two Business Days reported by the Financial Benchmarks India Pvt. Ltd. (www.fbil.org.in) at approximately 1:30 p.m., Mumbai time, or as soon thereafter as practicable, on that Rate Calculation Date.

(ii) "**SFEMC INR INDICATIVE SURVEY RATE**" or "**INR02**" each means that the Spot Rate for a Rate Calculation Date will be the Indian Rupee/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Indian Rupees per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC's website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on such Rate Calculation Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC INR Indicative Survey Methodology (which means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Indian Rupee/U.S. Dollar markets for the purpose of determining the SFEMC INR Indicative Survey Rate).

(e) **Indonesian Rupiah**

(i) "**SFEMC IDR INDICATIVE SURVEY RATE**" or "**IDR02**" each means that the Spot Rate for a Rate Calculation Date will be the Indonesian Rupiah/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Indonesian Rupiah per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC's website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on such Rate Calculation Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC IDR Indicative Survey Rate Methodology (which means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Indonesian Rupiah/U.S. Dollar markets for the purpose of determining the SFEMC IDR Indicative Survey Rate).

(ii) "**IDR JISDOR**" or "**IDR04**" each means that the Spot Rate for a Rate Calculation Date will be the Indonesian Rupiah/U.S. Dollar weighted average spot rate in the interbank market based on traded IDR/USD spot

foreign exchange transactions during a specified time period which are captured on a real time basis, expressed as the amount of Indonesian Rupiah per one U.S. Dollar, for settlement in two Business Days, published by Bank Sentral Republik Indonesia (Bank Indonesia) at approximately 10:00 a.m., Jakarta time, on that Rate Calculation Date as the Jakarta Interbank Spot Dollar Rate USD – IDR on Bank Indonesia's website (www.bi.go.id) or otherwise made available by Bank Indonesia (or its successor as administrator).

(f) **Japanese Yen**

(i) "**WM/Reuters MID**" or "**WMR03**" each means that the Spot Rate for a Rate Calculation Date will be the Japanese Yen/ U.S. Dollar spot rate, or closing spot rate, as the case may be, expressed as the amount of Japanese Yen per one U.S. Dollar, calculated by Refinitiv Benchmark Services (UK) Ltd, which appears on the Refinitiv Screen WMRPSPOT (or Refinitiv Screen WMRSPOT, in the case of the closing rate) for JPY/USD under the caption 'MID' at the Specified Time on that Rate Calculation Date.

(ii) "**BOJ FIX**" or "**BOJ01**" each means that the Spot Rate for a Rate Calculation Date will be the Japanese Yen/ U.S. Dollar spot rate expressed as the amount of Japanese Yen per one U.S. Dollar, reported by the Bank of Japan which appears on Bloomberg Screen FIXI under "Japan" at the Specified Time on that Rate Calculation Date.

(g) **Korean Won**

(i) "**KRW KFTC18**" or "**KRW02**" each means that the Spot Rate for a Rate Calculation Date will be the Korean Won/U.S. Dollar market average rate, expressed as the amount of Korean Won per one U.S. Dollar, for settlement in two Business Days reported by Seoul Money Brokerage Services, Ltd. (www.smbs.biz) that is available by approximately 4:00 p.m., Seoul time, for that Rate Calculation Date or as soon thereafter as practicable.

(ii) "**KRW KFTC30**" or "**KRW05**" each means that the Spot Rate for a Rate Calculation Date will be the Korean Won/U.S. Dollar Specified Rate, expressed as the amount of Korean Won per one U.S. Dollar, for settlement in two Business Days, reported by Seoul Money Brokerage Services, Ltd. (www.smbs.biz) for the Specified Time on that Rate Calculation Date.

(iii) "**SFEMC KRW INDICATIVE SURVEY RATE**" or "**KRW04**" each means that the Spot Rate for a Rate Calculation Date will be the Korean Won/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Korean Won per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC's website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on such Rate Calculation Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC KRW Indicative Survey Methodology (which means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Korean Won/U.S. Dollar markets for the purpose of determining the SFEMC KRW Indicative Survey Rate).

(h) **Malaysian Ringgit**

(i) "**SFEMC MYR INDICATIVE SURVEY RATE**" or "**MYR02**" each means that the Spot Rate for a Rate Calculation Date will be the Malaysian Ringgit/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Malaysian Ringgit per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC's website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on such Rate Calculation Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC MYR Indicative Survey Rate Methodology (which means a methodology, dated as of 18 July 2016, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Malaysian Ringgit/U.S. Dollar markets for the purpose of determining the SFEMC MYR Indicative Survey Rate).

(ii) "**MYR KL REF**" or "**MYR04**" each mean that the Spot Rate for a Rate Calculation Date will be the Malaysian Ringgit/U.S. Dollar reference rate, expressed as the amount of Malaysian Ringgit per one U.S. Dollar, for settlement in two Business Days, calculated and reported by the Bank Negara Malaysia (Central Bank of Malaysia) (www.bnm.gov.my) as its Kuala Lumpur USD/MYR Reference Rate at approximately 3.30 p.m., Kuala Lumpur time, on that Rate Calculation Date.

(i) **New Zealand Dollar**

(i) "**WM/Reuters MID**" or "**WMR03**" each means that the Spot Rate for a Rate Calculation Date will be the U.S. Dollar/New Zealand Dollar spot rate, or closing spot rate, as the case may be, expressed as the amount of U.S. Dollars per one New Zealand Dollar, calculated by Refinitiv Benchmark Services (UK) Ltd, which appears on the Refinitiv Screen WMRPSPOT (or Refinitiv Screen WMRSPOT, in the case of the closing rate) for USD/NZD under the caption 'MID' at the Specified Time on that Rate Calculation Date.

(ii) "**ASFI MID**" or "**ASFI01**" each means that the Spot Rate for a Rate Calculation Date will be the arithmetic average of the U.S. Dollar/New Zealand Dollar bid and offer rates, expressed as the amount of U.S. Dollars per one New Zealand Dollar reported by Refinitiv Ltd. which appears on Refinitiv Screen ASFI Page under the caption for USD/NZD at the Specified Time on that Rate Calculation Date.

(j) **Pakistani Rupee**

"**PKR SBPK**" or "**PKR01**" each means that the Spot Rate for a Rate Calculation Date will be the Pakistani Rupee/U.S. Dollar reference rate expressed as the amount of Pakistani Rupee per one U.S. Dollar, for settlement in two Business Days, reported by the State Bank of Pakistan (www.sbp.org.pk) at approximately 2:30 p.m., Karachi time, on that Rate Calculation Date.

(k) **Philippine Peso**

(i) "**PHP BAPPESO**" or "**PHP06**" each means that the Spot Rate for a Rate Calculation Date will be the Philippine Peso/U.S. Dollar morning weighted average rate for that Rate Calculation Date, expressed as the amount of Philippine Pesos per one U.S. Dollar, for settlement in one Business Day sponsored by Bankers Association of the Philippines (www.bap.org.ph) as its "BAP AM Weighted Average Rate" at approximately 11:30 a.m., Manila time, or as soon thereafter as practicable, on that Rate Calculation Date.

(ii) "**SFEMC PHP INDICATIVE SURVEY RATE**" or "**PHP05**" each means that the Spot Rate for a Rate Calculation Date will be the Philippine Peso/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Philippine Pesos per one U.S. Dollar, for settlement in one Business Day, as published on SFEMC's website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on such Rate Calculation Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC PHP Indicative Survey Rate Methodology (which means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Philippine Peso/U.S. Dollar markets for the purpose of determining the SFEMC PHP Indicative Survey Rate).

(l) **Singapore Dollar**

(i) "**WM/Reuters MID**" or "**WMR03**" each means that the Spot Rate for a Rate Calculation Date will be the Singapore Dollar/ U.S. Dollar spot rate, or closing spot rate, as the case may be, expressed as the amount of Singapore Dollars per one U.S. Dollar, calculated by Refinitiv Benchmark Services (UK) Ltd, which appears on the Refinitiv Screen WMRPSPOT (or Refinitiv Screen WMRSPOT, in the case of the closing rate) for SGD/USD under the caption 'MID' at the Specified Time on that Rate Calculation Date.

(ii) "**ABSFIX**" or "**ABS01**" each means that the Spot Rate for a Rate Calculation Date will be the Singapore Dollar/ U.S. Dollar spot rate (or derived spot rate, as the case may be) reported by ABS Benchmarks Administration Co Pte. Ltd. (or its successor as administrator or sponsor of the rate), which appears on Refinitiv Screen ABSFIX01 at or under SGD/USD at the Specified Time on that Rate Calculation Date.

(iii) "**ABSBB**" or "**ABS02**" each means that the Spot Rate for a Rate Calculation Date will be the Singapore Dollar/ U.S. Dollar spot rate (or derived spot rate, as the case may be) reported by ABS Benchmarks Administration Co Pte. Ltd. (or its successor as administrator or sponsor of the rate) which appears on Bloomberg Screen ABSI at or under SGD/USD at the Specified Time on that Rate Calculation Date

(m) **Taiwanese Dollar**

(i) "**TWD TAIFX1**" or "**TWD03**" each means that the Spot Rate for a Rate Calculation Date will be the Taiwanese Dollar/U.S. Dollar spot rate, expressed as the amount of Taiwanese Dollars per one U.S. Dollar, for settlement in two Business Days, reported by the Taipei Forex Inc. as of 11:00 a.m., Taipei time, on that Rate Calculation Date, or if no rate is available as of 11:00 a.m., Taipei time, the rate that first becomes available in any of the next succeeding 15 minute intervals after such time, up to and including 12:00 noon, Taipei time, on that Rate Calculation Date.

(ii) "**SFEMC TWD INDICATIVE SURVEY RATE**" or "**TWD04**" each means that the Spot Rate for a Rate Calculation Date will be the Taiwanese Dollar/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Taiwanese Dollars per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC's website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on such Rate Calculation Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC TWD Indicative Survey

Methodology (which means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Taiwanese Dollar/U.S. Dollar markets for the purpose of determining the SFEMC TWD Indicative Survey Rate).

(n) **Thai Baht**

"**THB VWAP**" or "**THB01**" each means that the Spot Rate for a Rate Calculation Date will be the Thai Baht/U.S. Dollar spot rate expressed as the amount of Thai Baht per one U.S. Dollar for settlement in two Business Days, reported by ABS Benchmarks Administration Co Pte. Ltd. (or its successor as administrator or sponsor of the rate) (www.abs.org.sg), at approximately 11:30 a.m., Singapore time, on that Rate Calculation Date.

(o) **Vietnamese Dong**

"**VND FX**" or "**VNDO2**" each means that the Spot Rate for a Rate Calculation Date will be the Vietnamese Dong/U.S. Dollar spot rate, expressed as the amount of Vietnamese Dong per one U.S. Dollar, for settlement in two Business Days, reported by Refinitiv Ltd. which appears on Refinitiv Screen VNIJFX01 at approximately 11:00 a.m., Hanoi time, on that Rate Calculation Date.

2.2 **Central and Eastern Europe**

(a) **Hungarian Forint**

(i) "**HUF USD Official**" or "**HUF01**" each means that the Spot Rate for a Rate Calculation Date will be the Hungarian Forint/U.S. Dollar official daily exchange rate, expressed as the amount of Hungarian Forint per one U.S. Dollar, for settlement in two Business Days, reported by the Magyar Nemzeti Bank (Central Bank of Hungary) (www.mnb.hu) at approximately 11:00 a.m., Budapest time, on that Rate Calculation Date.

(ii) "**HUF EUR Official**" or "**HUF02**" each means that the Spot Rate for a Rate Calculation Date will be the Hungarian Forint/euro official rate, expressed as the amount of Hungarian Forint per one euro, for settlement in two Business Days, reported by the Magyar Nemzeti Bank (Central Bank of Hungary) (www.mnb.hu) at approximately 11:00 a.m., Budapest time, on that Rate Calculation Date.

(b) **Kazakhstani Tenge**

"**KZT KASE**" or "**KZT01**" each means that the Spot Rate for a Rate Calculation Date will be the Kazakhstani Tenge/U.S. Dollar weighted average rate, expressed as the amount of Kazakhstan Tenge per one U.S. Dollar, for settlement on that same day, reported by the Kazakhstan Stock Exchange (www.kase.kz) at approximately 11:00 a.m., Almaty time, on that Rate Calculation Date.

(c) **Polish Zloty**

"**PLN OFFICIAL**" "**PLZ03**" each means that the Spot Rate for a Rate Calculation Date will be the Polish Zloty/U.S. Dollar exchange rate, expressed as the amount of Polish Zloty per one U.S. Dollar, for settlement in two Business Days, reported by the Narodowy Bank Polski (National Bank of Poland) (www.nbp.pl) at approximately 11:00 a.m., Warsaw time, on that Rate Calculation Date.

(d) **Russian Ruble**

"**RUB MOEX**" or "**RUB05**" each means that the Spot Rate for a Rate Calculation Date will be the Russian Ruble/U.S. Dollar spot rate, expressed as the amount of Russian Ruble per one U.S. Dollar, for settlement in one Business Day, reported by the Moscow Exchange (MOEX) (moex.com/en/fixing) as the MOEX USD/RUB FX Fixing at approximately 12:35 p.m. Moscow time, on that Rate Calculation Date.

(e) **Ukrainian Hryvnia**

"**UAH NBU**" or "**UAH04**" each means that the Spot Rate for a Rate Calculation Date will be the Ukrainian Hryvnia/U.S. Dollar official exchange rate, expressed as the amount of Ukrainian Hryvnia per one hundred U.S. Dollars (such amount to be divided by one hundred and rounded to the fourth decimal point), for settlement on that same day, as published by the National Bank of Ukraine (www.bank.gov.ua) on its website as its "Official exchange rate of hryvnia to foreign currencies" at approximately 6:00p.m., Kiev time, on such Rate Calculation Date.

2.3 **Latin America**

(a) **Argentine Peso**

"**ARS MAE**" or "**ARS05**" each means that the Spot Rate for a Rate Calculation Date will be the volume weighted average Argentine Peso/U.S. Dollar Rate of all trades executed in the electronic market for a Rate Calculation Date, expressed as the amount of Argentine Pesos per one U.S. Dollar, for settlement on that same day, reported by the Mercado Abierto Electrónico (the "**MAE**") at approximately 3:00 pm, Buenos Aires time, and published on the FOREX-MAE Page as the "PPN" rate ("*Promedio Ponderado Noticiado*") on www.mae.com.ar on that Rate Calculation Date.

(b) **Brazilian Real**

(i) "**BRL OFFICIAL**" or "**BRL02**" each means the Spot Rate for a Rate Calculation Date will be the Brazilian Real/U.S. Dollar official rate, expressed as the amount of Brazilian Real per one U.S. Dollar, for settlement in two Business Days reported by the Banco Central do Brasil (Central Bank of Brazil) (www.bcb.gov.br) in the 'Diário Oficial da União' on the first Business Day following that Rate Calculation Date.

(ii) "**BRL PTAX**" or "**BRL09**" each means that the Spot Rate for a Rate Calculation Date will be the closing Brazilian Real/U.S. Dollar offered rate for U.S. Dollars, expressed as the amount of Brazilian Real per one U.S. Dollar, for settlement in two Business Days, reported by the Banco Central do Brasil (Central Bank of Brazil) (www.bcb.gov.br; see 'Cotações e boletins') by approximately 1:15 p.m., São Paulo time, on that Rate Calculation Date.

(c) **Chilean Peso**

"**CLP DÓLAR OBS**" or "**CLP10**" each means that the Spot Rate for a Rate Calculation Date will be the Chilean Peso/U.S. Dollar "observado" exchange rate, expressed as the amount of Chilean Peso per one U.S. Dollar, for settlement in one Business Day reported by the Banco Central de Chile (Central Bank of Chile) (www.bcentral.cl) as the 'Dólar Observado' rate by not later than 10:30 a.m., Santiago time, on the first Business Day following that Rate Calculation Date.

(d) **Colombian Peso**

"**COP TRM**" or "**COP02**" each means that the Spot Rate for a Rate Calculation Date will be the Colombian Peso/U.S. Dollar representative exchange rate,

expressed as the amount of Colombian Peso per one U.S. Dollar, for settlement on the same day reported by the Superintendencia Financiera de Colombia (Financial Superintendency of Colombia) (www.superfinanciera.gov.co) as the 'Tasa Representativa del Mercado (TRM)' at approximately 5:00 p.m. Bogotá time, but not later than 10:30 a.m., Bogotá time, on the first Business Day following that Rate Calculation Date.

(e) **Mexican Peso**

(i) "**MXN FIXING RATE**" or "**MXN02**" each means that the Spot Rate for a Rate Calculation Date will be the Mexican Peso/U.S. Dollar fixing rate, expressed as the amount of Mexican Peso per one U.S. Dollar, for settlement in two Business Days which is published by Banco de Mexico (Bank of Mexico) (www.banxico.org.mx) in the Official Gazette of the Federation pursuant to the '*Disposiciones aplicables a la determinacion del tipo de Câmbio para solventar obligaciones denominadas en moneda extranjera pagaderas en la Republica Mexicana*' (Rules applicable to determine the exchange rate to pay obligations denominated in foreign currency payable in Mexico) on the first Business Day following that Rate Calculation Date.

(ii) "**MXN MEX01**" or "**MXN03**" each means that the Spot Rate for a Rate Calculation Date will be the Mexican Peso/U.S. Dollar fixing rate, expressed as the amount of Mexican Peso per one U.S. Dollar, for settlement in two Business Days reported by the Banco de Mexico (Bank of Mexico) (www.banxico.org.mx) at approximately 12:00 p.m., Mexico City time, on that Rate Calculation Date.

(iii) "**MXN PUBLISHED**" or "**MXN04**" each means the Spot Rate for a Rate Calculation Date will be the Mexican Peso/U.S. Dollar fixing rate, expressed as the amount of Mexican Peso per one U.S. Dollar, for settlement in two Business Days, reported by Valuacion Operativa y Referencias de Mercado, S.A. de C.V. (Valmer) at the Specified Time, Mexico City time, on that Rate Calculation Date.

(f) **Peruvian Sol**

(i) "**PEN WT AVE**" or "**PEN03**" each means that the Spot Rate for a Rate Calculation Date will be the midpoint of the Peruvian Sol/U.S. Dollar closing weighted average bid and offer ('*compra y venta*') exchange rates, expressed as the amount of Peruvian Sol per one U.S. Dollar for settlement on the same day, reported by the Superintendencia de Banca, Seguros y Administradores de Fondos de Pensiones of the Republic of Peru (Superintendency of Banks, Insurance and Pension Fund Administrators (www.sbs.gob.pe) by approximately 5:00 p.m., Lima time, on that Rate Calculation Date.

(ii) "**PEN INTERBANK AVE**" or "**PEN05**" each means that the Spot Rate for a Rate Calculation Date will be the Peruvian Sol/U.S. Dollar average exchange rate in the interbank market, expressed as the amount of Peruvian Sol per one U.S. Dollar for settlement on that same day, reported by the Banco Central de Reserva del Peru (Central Reserve Bank of Peru) (www.bcrp.gob.pe) as the '*Tipo de Cambio Interbancario Promedio*' by approximately 2:00 p.m., Lima time, on that Rate Calculation Date.

(g) **Uruguayan Peso**

"**UYU OFFICIAL**" or "**UYU01**" means that the Spot Rate for a Rate Calculation Date will be the Uruguayan Peso / U.S. Dollar exchange ("fondo") rate, expressed as the amount of Uruguayan Peso per one U.S. Dollar, for

settlement in two Business Days, reported by the Banco Central Del Uruguay (Central Bank of Uruguay) (www.bcu.gub.uy) as its "U$S Prom. Fdo" rate at approximately 4:00 p.m., Montevideo time, on such Rate Calculation Date.

2.4 **Middle East/Africa**

(a) **Egyptian Pound**

"**EGP FEMF**" or "**EGP01**" each means that the Spot Rate for a Rate Calculation Date will be the Egyptian Pound/U.S. Dollar weighted average spot rate, expressed as the amount of Egyptian Pound per one U.S. Dollar, for settlement in two Business Days, reported by the Central Chamber for Foreign Exchange Statistics of the Central Bank of Egypt ("**Central Chamber**") (*www.cbe.org.eg*) at 12:00 noon, Cairo time, or if no rate appears at 12:00 noon, Cairo time, on that Rate Calculation Date, then the rate that is or has been reported next closest in time to 12:00 noon, Cairo time, by the Central Chamber (whether earlier or later than 12:00 noon, Cairo time), on the Rate Calculation Date, and if a rate shall be reported before 12:00 noon, Cairo time, and a rate shall be reported after 12:00 noon, Cairo time, that are equally close in time to 12:00 noon, Cairo time, on any Rate Calculation Date, then of such two rates, the rate that is reported after 12:00 noon, Cairo time, by the Central Chamber shall be the Spot Rate for that Rate Calculation Date.

(b) **Ghanaian Cedi**

"**GHS WMR**" or "**GHS04**" each means that the Spot Rate for a Rate Calculation Date will be the Ghanaian Cedi/U.S. Dollar spot rate, expressed as the amount of Ghanaian Cedi per one U.S. Dollar, for settlement in two Business Days reported by Refinitiv Benchmark Services (UK) Ltd, and published on Refinitiv Screen USDGHS12FIX=WM by approximately 12:00 noon, Accra time, on that Rate Calculation Date.

(c) **Israeli Shekel**

"**ILS OFFICIAL**" or "**ILS02**" each means that the Spot Rate for a Rate Calculation Date will be the Israeli Shekel/U.S. Dollar Specified Rate, expressed as the amount of Israeli Shekel per one U.S. Dollar, for settlement in two Business Days, reported by the Bank of Israel (www.boi.org.il) at the Specified Time on that Rate Calculation Date.

(d) **Lebanese Pound**

"**LBP BDLX**" or "**LBP01**" each means that the Spot Rate for a Rate Calculation Date will be the Lebanese Pound/U.S. Dollar Specified Rate, expressed as the amount of Lebanese Pound per one U.S. Dollar, for settlement in two Business Days, reported by the Banque du Liban (Central Bank of Lebanon) which appears on the Refinitiv Screen LBP=BDLX at approximately 12:00 noon, Beirut time, on that Rate Calculation Date.

(e) **Moroccan Dirham**

"**MAD OFFICIAL**" or "**MAD01**" each means that the Spot Rate for a Rate Calculation Date will be the Moroccan Dirham/U.S. Dollar market average rate, expressed as the amount of Moroccan Dirham per one U.S. Dollar, for settlement in two Business Days, reported by the Bank Al-Maghrib (Central Bank of Morocco) (www.bkam.ma) by approximately 10:00 a.m., Rabat time, on that Rate Calculation Date.

(f) **Nigerian Naira**

(i) "**NGN NiFEX**" or "**NGN01**" each means that the Spot Rate for a Rate Calculation Date will be the Nigerian Naira/U.S. Dollar spot rate

expressed as the amount of Nigerian Naira per one U.S. Dollar, for settlement in two Business Days, reported by the FMDQ OTC Securities Exchange as its Nigerian Foreign Exchange Fixing (NiFEX) at approximately 12:00 noon on and for that Rate Calculation Date.

(ii) "**NGN NAFEX**" or "**NGN03**" each means that the Spot Rate for a Rate Calculation Date will be the Nigerian Naira/U.S. Dollar arithmetical average rate expressed as the amount of Nigerian Naira per one U.S. Dollar for settlement in two Business Days reported by the FMDQ OTC Securities Exchange as its Nigerian Autonomous Foreign Exchange (NAFEX) Rate by approximately 12:00 noon on and for that Rate Calculation Date.

(g) **Kenyan Shilling**

(i) "**KES WMR**" or "**KES03**" each means that the Spot Rate for a Rate Calculation Date will be the Kenyan Shilling/U.S. Dollar spot rate, expressed as the amount of Kenyan Shilling per one U.S. Dollar, for settlement in two Business Days, reported by Refinitiv Benchmark Services (UK) Ltd and published on Refinitiv Screen USDKES08FIX=WM by approximately 11:00 a.m., Nairobi time, on that Rate Calculation Date.

(ii) "**KES OFFICIAL**" or "**KES02**" each means that the Spot Rate for a Rate Calculation Date will be the Kenyan Shilling/U.S. Dollar reference rate, expressed as the amount of Kenyan Shilling per one U.S. Dollar, for settlement in two Business Days, reported by the Central Bank of Kenya (www.central-bank.go.ke) after 12:00 noon, Nairobi time, on that Rate Calculation Date.

(h) **Zambian Kwacha**

"**ZMW WMR**" or "**ZMW02**" each means that the Spot Rate for a Rate Calculation Date will be the Zambian Kwacha / U.S. Dollar spot rate, expressed as the amount of Zambian Kwacha per one U.S. Dollar for settlement in two Business Days, reported by Refinitiv Benchmark Services (UK) Ltd and published on Refinitiv Screen USDZMW09FIX=WM by approximately 11:00 a.m., Lusaka time, on that Rate Calculation Date.

2.5 **Western Europe**

(a) **Danish Krone**

"**WM/Reuters MID**" or "**WMR03**" each means that the Spot Rate for a Rate Calculation Date will be the Danish Krone/U.S. Dollar spot rate, or closing spot rate, as the case may be, expressed as the amount of Danish Krone per one U.S. Dollar for settlement in two Business Days calculated by WM Company which appears on Refinitiv Screen WMRSPOT (or Refinitiv Screen WMRPSPOT, in the case of the closing rate) under the caption 'MID' at the Specified Time on that Rate Calculation Date.

(b) **Euro**

"**WM/Reuters MID**" or "**WMR03**" each means that the Spot Rate for a Rate Calculation Date will be the U.S. Dollar/Euro spot rate (or closing spot rate, as the case may be), expressed as the amount of U.S. Dollars per one Euro, which appears on Refinitiv Screen WMRSPOT (or Refinitiv WMRPSPOT, in the case of the closing rate) under the caption 'MID' at the Specified Time on that Rate Calculation Date.

(c) **Norwegian Krone**

"**WM/Reuters MID**" or "**WMR03**" each means that the Spot Rate for a Rate Calculation Date will be the Norwegian Krone/U.S. Dollar spot rate or closing spot rate, as the case may be expressed as the amount of Norwegian Krone per one U.S. Dollar for settlement in two Business Days calculated by Refinitiv Benchmark Services (UK) Ltd, which appears on Refinitiv Screen WMRSPOT (or Refinitiv Screen WMRPSPOT in the case of the closing rate) under the caption 'MID' at the Specified Time on that Rate Calculation Date.

(d) **Sterling**

"**WM/Reuters MID**" or "**WM03**" each means that the Spot Rate for a Rate Calculation Date will be the U.S. Dollar/Sterling spot rate (or closing spot rate, as the case may be) expressed as the amount of U.S. Dollars per one Sterling for settlement in two Business Days calculated by Refinitiv Benchmark Services (UK) Ltd,which appears on Refinitiv Screen WMRSPOT (or Refinitiv Screen WMRPSPOT, in the case of the closing rate) under the caption 'MID' at the Specified Time on that Rate Calculation Date.

(e) **Swedish Krona**

"**WM/Reuters MID**" or "**WMR03**" each means that the Spot Rate for a Rate Calculation Date will be the Swedish Krona/U.S. Dollar spot rate (or closing spot rate, as the case may be) expressed as the amount of Swedish Krona per one U.S. Dollar for settlement in two Business Days calculated by Refinitiv Benchmark Services (UK) Ltd, which appears on Refinitiv Screen WMRSPOT (or Refinitiv Screen WMRPSPOT, in the case of the closing rate) under the caption 'MID' at the Specified Time on that Rate Calculation Date.

(f) **Swiss Francs**

"**WM/Reuters MID**" or "**WMR03**" each means that the Spot Rate for a Rate Calculation Date will be the Swiss Franc/U.S. Dollar spot rate, or closing spot rate, as the case may be, expressed as the amount of Swiss Francs per one U.S. Dollar for settlement in two Business Days calculated by Refinitiv Benchmark Services (UK) Ltd, which appears on Refinitiv Screen WMRSPOT (or Refinitiv Screen WMRPSPOT, in the case of the closing rate) under the caption 'MID' at the Specified Time on that Rate Calculation Date.

ANNEX 2

TO THE TERMS AND CONDITIONS OF THE SECURITIES

ADDITIONAL PROVISIONS IN RESPECT OF FUND COMPONENTS

*These Fund Component Linked Conditions (the "**Fund Component Linked Conditions**") apply to Barclays Index Linked Securities having a Component at any time which is a mutual fund (each, a "**Fund Component**"). In the case of any inconsistency with respect to a Fund Component and a Barclays Index as between these Fund Component Linked Conditions and the other terms of the Barclays Index Linked Securities, these Fund Component Linked Conditions shall prevail.*

1. **Fund Component Events**

The occurrence of any one or more of the events listed below (unless specified not to be applicable in the Final Terms) in respect of any Fund, occurring at any time after the Trade Date, (i) (for non-Belgian Securities) may, in the discretion of the Determination Agent, or (ii) (for Belgian Securities) shall, constitute a "**Fund Component Event** " provided that:

(A) in respect of Securities other than Belgian Securities, in the reasonable opinion of the Determination Agent, such event or combination of events has had, or can be expected to have, a material adverse effect on the level of the Barclays Index and the Barclays Index Linked Securities or on the Issuer (including, without limitation, any adverse change to the Issuer's hedging risk profile or ability to effectively hedge its liability under the Barclays Index Linked Securities); or

(B) in respect of Belgian Securities, in the reasonable opinion of the Determination Agent, (i) such event or combination of events has had, or can be expected to have, a material adverse effect on the level of the Barclays Index and the Barclays Index Linked Securities by significantly altering the economic objective and rationale of the Securities from those that existed on the Trade Date and (ii) the Issuer is not responsible for the occurrence of such events. For the avoidance of doubt, the impact of any of the below events on the Issuer's hedging arrangements in respect of the Securities shall not be a relevant factor in the determination of whether or not the particular event(s) constitutes a 'Fund Component Event'.

None of the Determination Agent or the Issuer shall be under any obligation to actively monitor whether or not any of the events listed below has occurred and accepts no liability therefor.

The determination as to the occurrence of a Fund Component Event shall be made by the Determination Agent. If an event or factual circumstance is capable of constituting any of a Fund Component Event, a Potential Adjustment of Payment Event or an Additional Disruption Event, the Determination Agent will determine whether such event or circumstance shall constitute a Fund Component Event, a Potential Adjustment of Payment Event or an Additional Disruption Event.

1.1 **Circumstances concerning the Fund Services Providers/corporate governance**

(a) The Fund or any Fund Services Provider ceases to exist or is subject to an Insolvency Event.

(b) There is a change, resignation, termination or replacement of any Fund Services Provider at any time following the Trade Date.

(c) There is a change of control or indirect control of any Fund Services Provider at any time following the Trade Date.

(d) The resignation, termination, replacement or death of any key person (as determined by the Determination Agent) has occurred since the Trade Date.

1.2 **Circumstances concerning strategy profile/valuation/information**

(a) **Risk Profile**

(i) There is any material modification of the risk profile of the Fund from its risk profile prevailing on the Trade Date by reason of, but not limited to, a change or reduction in the type of assets in which the Fund invests or a reduction of the average liquidity of the assets of the Fund.

(ii) There is any variation to, or deviation from, the Investment Guidelines of the Fund at any time following the Trade Date which affects or is likely to affect the Net Asset Value of the Fund Shares or the rights or remedies of any holders thereof.

(iii) A breach of the Investment Guidelines occurs which affects or is likely to affect the Net Asset Value of the Fund Shares or the rights or remedies of any holders thereof.

(iv) Any security, financing arrangement, derivative, collateral, credit support arrangement or other trading, dealing or comparable arrangement entered into by or on behalf of the Fund is, as applicable, enforced or terminated early or becomes capable of being enforced or terminated early, in each case by reason of any event of default (howsoever described).

(b) **Dealing terms**

(i) There is any change to the dealing or investment terms of the Fund or the Fund Shares.

(ii) The ability of an investor to subscribe for, redeem or transfer Fund Shares is suspended, restricted or made subject to limitations.

(iii) The Fund settles or attempts to settle any redemption of Fund Shares by effecting an in specie transfer of assets.

(iv) The subscription, redemption or transfer of Fund Shares is subject to any form of charge, fee or levy, howsoever described.

(v) There is a delay of five Business Days or longer (as calculated from the expected settlement date for any redemption proceeds as of the redemption date) in the payment of the proceeds of any redemption of Fund Shares.

(vi) The Fund exercises any right to hold back any part or the whole of the proceeds of any redemption of Fund Shares.

(vii) The Fund Shares are the subject of a compulsory redemption.

(viii) The Fund exercises or seeks to exercise any right to require the return of redemption proceeds.

(ix) The realisable value at which any subscription, redemption or transfer order is executed by the Fund differs from the relevant Net Asset Value published by the Fund Administrator.

In respect of Belgian Securities only, each of the events described in (i) to (ix) above shall only constitute a "Fund Component Event" if such event would apply equally to all investors in the same class of Fund Shares in the same situation (for the avoidance of doubt, in addition to fulfilling the criteria stipulated in paragraph (B) at the beginning of this Fund Component Linked Condition 1).

(c) **Valuation**

(i) A Market Disruption Event has occurred and is ongoing for more than five Business Days.

(ii) There is a modification of the method of calculating the Net Asset Value, including, but not limited to, a change in the base currency of the Fund, the denomination or currency of the Fund Shares, or the implementation of 'series accounting' or 'equalisation', howsoever described.

(iii) There occurs any suspension of or limitation on the trading of the relevant currencies in which the Fund Shares are denominated.

(iv) There occurs any event (including in case of any gate, deferral, suspension or other provisions in the Fund Documents permitting the Fund to delay or refuse subscription and/or redemption orders) which precludes the calculation and/or publication of the official Net Asset Value by the Fund (or the Fund Services Provider generally in charge of calculating such official Net Asset Value).

(v) There is a change in the frequency or timing of the calculation or publication of the Net Asset Value.

(vi) There is a failure by the Fund to pay in cash the full amount of the redemption proceeds on the date by which the Fund was scheduled to have paid such amount and which makes it impossible or impracticable for the Determination Agent to determine the Net Asset Value, including without limitation due to (1) the transfer of all illiquid assets of such Fund to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Shares (side pocket), (2) the restriction on the amount or number of redemption orders that the Fund (or the Fund Services Provider generally in charge of accepting redemption orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (3) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Services Provider generally in charge of accepting subscription and redemption orders), or (4) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund's statutory auditors (holdback), in each case whether these events are imposed by the Fund without being envisaged in the Fund Documents on the Trade Date or are already envisaged by the Fund Documents on the Trade Date and are solely implemented by the Fund after such date.

(vii) Any information relating to the Fund that was specified to be published in accordance with the Fund Documents as they prevailed on the Trade Date is not published in accordance with the timetable set out therein.

In addition, the events described in (viii) and (ix) below shall apply to Barclays Index Linked Securities other than Belgian Securities:

(viii) The Fund Administrator uses asset prices provided by the Fund Manager to calculate the net asset value of the Fund when such asset prices could have been obtained from independent sources and the asset prices from independent sources diverge from the asset prices provided by the Fund Manager.

(ix) The Determination Agent determines that it has become impossible or impracticable for it to determine the Net Asset Value due to any reasons (which is beyond the control of a Hypothetical Investor) other than the events set out in (i) to (viii) above.

(d) **Information on the reference asset(s) of the Fund/Fund Manager**

The events described in (i) and (ii) below shall apply to Barclays Index Linked Securities other than Belgian Securities:

(i) The Fund fails to deliver, or cause to be delivered, (1) information that the Fund has agreed to deliver, or cause to be delivered to a Hypothetical Investor or (2) information that has been previously delivered to a Hypothetical Investor in

accordance with the normal practice of the Fund or its authorised representative, and in each case, the Determination Agent (acting reasonably) considers such information necessary for its determinations (including, without limitation, whether a Fund Component Event has occurred hereunder) and in the execution of its duties and obligations with respect to the Barclays Index Linked Securities.

(ii) The Issuer does not receive such information relating to the underlying investments of the Fund (and/or any investments of such underlying investments) from the relevant Fund Services Provider as the Issuer requires to ensure the compliance of Barclays PLC and its subsidiaries with their reporting obligations pursuant to the United States Bank Holding Company Act of 1956 (as amended), the United States Federal Reserve Act or any analogous State or Federal laws or regulations of the United States of America.

(e) **Performance/AUM Stability**

(i) The total net asset value of the Fund falls below either EUR 50,000,000 (or the equivalent amount in the relevant currency) or 50 per cent of its total net asset value in the immediately preceding 12-month period.

(ii) If, on any day, the total value of the assets managed by the Fund Manager (including the Fund) has decreased by 50 per cent or more from its highest total value during the immediately preceding 12-month period.

(iii) The total assets under management of the Fund reduce to an amount which, in the determination of the Determination Agent, has led or would lead to the total number and/or aggregate Net Asset Value of Fund Shares held, or that would be held, by the Issuer or an Affiliate, being more than the Holding Threshold of the aggregate of the number of Fund Shares in issue by the Fund and/or the total assets under management of the Fund.

1.3 **Legal/tax/regulatory matters on the overall transaction or hedge implementation**

(a) There is any change in the legal, tax, accounting or regulatory treatment of the Fund or any Fund Services Provider that is reasonably likely to have an adverse impact on the value of the Fund Shares or on the rights or remedies of any investor therein.

(b) There is an introduction or change of law, regulation or accounting practice or the application or interpretation of any law, regulation or accounting practice, to such extent that the continued performance of its obligations hereunder would have an effect on the Issuer and/or any Affiliate (including, but not limited to, the Issuer's and/or any Affiliate's balance sheet usage or the maintenance of regulatory capital in relation to the issuance of the Barclays Index Linked Securities) or the Determination Agent or the Barclays Index Linked Securities.

(c) The Fund or any Fund Services Provider becomes party to any litigation, dispute or legal proceedings which may have an adverse impact on the value of the Fund Shares or on the rights or remedies of any holder of Fund Shares.

In addition, the events described in (d) and (e) below shall apply to Barclays Index Linked Securities other than Belgian Securities:

(d) The Issuer and/or any Affiliate would have to redeem all or a portion of the Fund Shares which may be held by it in order to comply with or remain within any applicable internal, legal and/or regulatory limits.

(e) It becomes unlawful in any applicable jurisdiction for the Issuer or the Determination Agent to perform any of its obligations in respect of the Barclays Index Linked Securities.

1.4 **Fund governance, authorisations, representations and investigations**

(a) The activities of the Fund, the Fund Manager, any key person (as determined by the Determination Agent), the Fund Administrator or the Fund Custodian becomes subject to any investigation, review, proceeding or litigation by any governmental, legal, administrative or regulatory authority for reasons of any alleged wrongdoing, breach of any rule or regulation or other similar reason.

(b) The Fund, the Fund Manager, the Fund Administrator or the Fund Custodian has any relevant regulatory licence, authorisation, registration or approval cancelled, suspended, revoked, or removed.

(c) Any representation or statement made by the Fund Manager or the Fund within the Fund Documents proves to have been incorrect or misleading in any respect when made.

(d) The directors of the Fund or any Fund Service Provider are adjudged to have been guilty of fraud, wilful default or gross negligence by any governmental, legal, administrative or regulatory authority to whose rules they are subject.

1.5 **Miscellaneous**

The events described in (a) and (b) below shall apply to Barclays Index Linked Securities other than Belgian Securities:

(a) Either the Fund or the Fund Manager fails to comply with any agreement concerning fees and liquidity of the Fund set out in any agreement which may be entered into by the Issuer or any Affiliate in connection with the hedging of the Barclays Index Linked Securities, or terminates such agreement.

(b) Either the Fund or the Fund Manager ceases to comply with the Determination Agent's ongoing due diligence process or is deemed not acceptable as an underlying of structured products by the Determination Agent for internal policy reasons, including, without limitation, operational, credit, legal, reputational, accounting, tax, regulatory or regulatory capital reasons.

2. **Potential Adjustment of Payment Events**

The occurrence of any one or more of the events listed below (unless specified not to be applicable in the Final Terms) in respect of any Fund, at any time after the Trade Date, shall constitute a "**Potential Adjustment of Payment Event**", provided that, in respect of Belgian Securities only, (i) such event has had, or can be expected to have, a material adverse effect on the level of the Barclays Index and the Barclays Index Linked Securities by significantly altering the economic objective and rationale of the Barclays Index Linked Securities from those that existed on the Trade Date and (ii) the Issuer is not responsible for the occurrence of such event:

(a) any subscription or redemption order placed by (x) (in respect of Barclays Index Linked Securities other than Belgian Securities) a Hypothetical Investor or (y) (in respect of Belgian Securities) any investor in the relevant Fund Share is not executed in full;

(b) the realisable value actually paid or received by (x) (in respect of Barclays Index Linked Securities other than Belgian Securities) a Hypothetical Investor or (y) (in respect of Belgian Securities) any investor seeking to either (i) subscribe in Fund Shares, or (ii) redeem any holding of Fund Shares differs from the Net Asset Value published by the Fund Administrator in respect of a Valuation Date, an Averaging Date or a Lookback Date (as the case may be);

(c) there occurs an event which has a dilutive or concentrative effect on the value of any Fund Share (including, but not limited to, a subdivision, consolidation or reclassification of such Fund Share, or any dividend is paid or additional Fund Share(s) are issued to a holder of such Fund Share);

(d) there is a call on, or repurchase of, any Fund Share by the relevant Fund;

(e) any Fund settles or attempts to settle any redemption of Fund Shares (in whole or in part) by effecting an in specie transfer of assets;

(f) in respect of Barclays Index Linked Securities other than Belgian Securities, an equalisation method is applied to any of the Fund Shares in accordance with the provisions of the relevant Fund Documents with respect to performance or incentive fees;

(g) in respect of Barclays Index Linked Securities other than Belgian Securities, any Fund charges a subscription or redemption fee, howsoever characterised, at any time following the Trade Date; or

(h) in respect of Barclays Index Linked Securities other than Belgian Securities, at any time following the Trade Date, there is a change to the terms of any arrangements relating to rebates receivable by the Issuer in respect of any physical or synthetic holdings of Fund Shares held (or to which a synthetic exposure has been obtained) in connection with the Barclays Index Linked Securities.

The determination as to the occurrence of a Potential Adjustment of Payment Event shall be made by the Determination Agent. If an event or factual circumstance is capable of constituting any of a Fund Component Event, a Potential Adjustment of Payment Event or an Additional Disruption Event, the Determination Agent will determine whether such event or circumstance shall constitute a Fund Component Event, a Potential Adjustment of Payment Event or an Additional Disruption Event.

3. **Consequences of a Potential Adjustment of Payment Event**

3.1 Following the occurrence of a Potential Adjustment of Payment Event, the Determination Agent may make such adjustment to the Payment Amount or other parameters (including, without limitation, the applicable level of the Barclays Index, the adjustment factor and/or the participation) as it considers appropriate to preserve:

(a) in respect of Barclays Index Linked Securities other than Belgian Securities, the risk profile of the Issuer in respect of the Barclays Index Linked Securities and the hedging arrangements (if any) entered into by the Issuer in respect of the Barclays Index Linked Securities; or

(b) in respect of Belgian Securities, substantially the economic effect to the Holders of a holding of the relevant Barclays Index Linked Security.

Any such adjustment to the level of the Barclays Index, the Payment Amount or other parameter shall be determined in respect of a Valuation Date or Reference Date (as the case may be) by the Determination Agent to reflect the economic impact of such event on the Barclays Index Linked Securities. The Determination Agent has no obligation to actively monitor whether or not any of the Potential Adjustment of Payment Events has occurred or is likely to occur and accepts no liability therefor.

3.2 In respect of any adjustment to the Payment Amount made by the Determination Agent pursuant to this Fund Component Linked Condition 3, any portion of the proceeds arising from the full redemption of the relevant Fund Shares targeted to be effected on (i) in the case of the scheduled maturity or expiry of the Barclays Index Linked Securities, the Final Valuation Date, (ii) in the case of early redemption or cancellation of the Barclays Index Linked Securities other than automatic settlement (autocall), a Dealing Date as soon as reasonably practicable following the event giving rise to the early redemption or cancellation of the Barclays Index Linked Securities, or (iii) in the case of an automatic settlement (autocall), the Autocall Valuation Date which the Determination Agent determines that (x) (in respect of Barclays Index Linked Securities other than Belgian Securities) a Hypothetical Investor or (y) (in respect of Belgian Securities) any investor would not have received by the Receipt Deadline or the relevant Autocall Receipt Deadline (as the case may be) shall be regarded as having a zero value.

3.3 In respect of any adjustment to any Interest Amount made by the Determination Agent pursuant to this Fund Component Linked Condition 3, any portion of the proceeds arising from the partial redemption of the relevant Fund Shares targeted to be effected on the relevant Interest Valuation Date which the Determination Agent determines that (x) (in respect of Barclays Index Linked Securities other than Belgian Securities) a Hypothetical Investor or (y) (in respect of Belgian Securities) any investor would not have received by the relevant Interest Receipt Deadline shall be regarded as having a zero value.

3.4 In respect of Belgian Securities only, the Holders will not be charged any costs (such as settlement costs) by or on behalf of the Issuer to change the terms and conditions of the Barclays Index Linked Securities.

4. **Adjustments to Payment Dates**

In respect of any Payment Date of Barclays Index Linked Securities that are not Belgian Securities, if the related Adjusted Payment Date (if any) falls after the related scheduled Payment Date, then the Payment Date shall be postponed to fall on the Adjusted Payment Date. No interest shall accrue or be payable in respect of any such postponement.

5. **Early Cash Settlement Amount**

5.1 For the avoidance of doubt and in respect of Barclays Index Linked Securities (other than Belgian Securities), with regard to each Fund Component of the Barclays Index and such Securities, in addition to such other factors as it may consider to be appropriate, the Determination Agent may take the following factors into account in determining the Early Cash Settlement Amount:

(a) the realisable value per Fund Share at which the Determination Agent determines that a Hypothetical Investor would have been able to sell or otherwise realise its holding of Fund Shares in respect of a redemption of such Fund Shares effected as soon as reasonably practicable after the relevant Early Settlement Notice Date;

(b) if applicable, any change to the terms of arrangements relating to rebates receivable by the Issuer in respect of any physical or synthetic holdings of such Fund Shares held (or to which a synthetic exposure has been obtained) in connection with the Barclays Index Linked Securities (which, for the avoidance of doubt, will reduce the Early Cash Settlement Amount);

(c) market factors, including (but not limited to) the prevailing level of volatility, interest rates and credit spreads; and

(d) any Early Redemption Costs (which, for the avoidance of doubt, will reduce the Early Cash Settlement Amount), and provided further that, if the Determination Agent determines that a Hypothetical Investor would not have received some or all of such proceeds of realisation by the Receipt Deadline (the "**Late Receipts**"), then, in determining the Early Cash Settlement Amount, the Determination Agent shall attribute a zero value to all such Late Receipts.

5.2 For the avoidance of doubt and in respect of Belgian Securities only, sub-paragraph (d) in respect of Early Cash Settlement Amount (Belgian Securities) of the definition of "Early Cash Settlement Amount" as set out in General Condition 65.1 (*Definitions*) shall apply to Belgian Securities instead of the preceding paragraph 5.1.

6. **Definitions relating to the Fund Component Linked Conditions**

"**Adjusted Payment Date**" means, in respect of a Payment Date, the Business Day falling a Specified Number of Business Days after the applicable Proceeds Receipt Date or Interest Proceeds Receipt Date or Autocall Proceeds Receipt Date, provided that, where a Hypothetical Investor would not have received payment in full in respect of a redemption of Fund Shares by the applicable Receipt Deadline, Interest Receipt Deadline or Autocall Receipt Deadline, then the Business Day falling a Specified Number of Business Days after the

applicable Receipt Deadline or Interest Receipt Deadline or Autocall Receipt Deadline shall be deemed to be the Adjusted Payment Date.

"**Autocall Proceeds Receipt Date**" means the date on which a Hypothetical Investor would have received in full the proceeds of a redemption of Fund Shares targeted to be effected on an Autocall Valuation Date.

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

"**Dealing Date**" means, in respect of a Fund, any date on which subscriptions and/or redemptions in the Fund Shares of the relevant Fund can be effected in accordance with the provisions of the Fund Documents.

"**Early Redemption Costs**" means an amount per Calculation Amount equal to the pro rata share of the total amount of any and all costs associated or incurred (or expected to be incurred) by (or on behalf of) the Issuer in connection with such early redemption, including, without limitation, any costs associated with liquidating or amending any financial instruments or transactions entered into by the Issuer in connection with the Barclays Index Linked Securities (including, but not limited to, hedge termination costs (if any) or funding breakage costs (if any), whether actual or notional), together with costs, expenses, fees or taxes incurred by the Issuer in respect of any such financial instruments or transactions and any costs associated with any Market Disruption Event or other relevant event leading to early redemption.

"**Early Settlement Notice Date**" means, following the date on which the Determination Agent determines that a Fund Component Event or an Additional Disruption Event has occurred, the first date in respect of which a valid redemption notice could have been given for redemption of the Fund Shares by a Hypothetical Investor.

"**Fund Administrator**" means the administrator of the Fund, as determined by the Determination Agent.

"**Fund Custodian**" means the custodian of a Fund, as determined by the Determination Agent.

"**Fund Documents**" means, in relation to a Fund and any class, series or compartment within such Fund, the by-laws and/or memorandum and articles of association and any trust deed, segregated account documentation or other constitutive, governing or documents of or relating to the Fund and all other agreements (whether of general application or otherwise), rules or applicable laws governing and relating to the Fund or any class, series or compartment within the Fund, including, without limitation, the version of the Fund's offering memorandum, investment management agreement, custody agreement or administration agreement and any agreements relating to subscriptions for or redemptions of any Fund Shares or proceeds of redemption thereof and any terms relating to a secondary market in the Fund Shares, all as in force at the Trade Date.

"**Fund Manager**" means the investment manager of the Fund, as determined by the Determination Agent.

"**Fund Services Provider**" means, in respect of a Fund, any person who is appointed to provide services, directly or indirectly, to such Fund, whether or not specified in the Fund Documents, including the Fund Manager, Fund Administrator, Fund Custodian, operator, management company, depository, sub-custodian, prime broker, trustee, registrar and transfer agent, domiciliary agent or any other person, as determined by the Determination Agent.

"**Fund Share**" means, in respect of a Fund, a unit, share or other interest issued to or held by an investor in such Fund.

"**Holding Threshold**" means 10 per cent. unless otherwise defined in the Final Terms.

"**Hypothetical Investor**" means a hypothetical investor in Fund Shares located in the jurisdiction of the Issuer deemed to have the benefits and obligations, as provided under the Fund Documents, of an investor holding or subscribing for the number of Fund Shares that would reflect the exposure to Fund Shares granted by the Barclays Index Linked Securities.

"**Insolvency Event**", with respect to an entity, means that such entity (1) is dissolved or has a resolution passed for its dissolution, winding-up or official liquidation (other than pursuant to a consolidation, amalgamation or merger); (2) makes a general assignment or arrangement with or for the benefit of its creditors; (3) (i) 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 (ii) 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 clause (i) 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 in each case within fifteen days of the institution or presentation thereof; (4) 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 of its assets; (5) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (6) 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 (1) to (5) above.

"**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 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.

"**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.

"**Market Disruption Event**" means, in respect of a Fund, the relevant Fund Administrator fails to calculate and publish the Net Asset Value in respect of any Dealing Date prior to the corresponding NAV Deadline Date.

"**NAV Deadline Date**" means, in respect of a Fund and a relevant Dealing Date, the expected date of publication of the net asset value of the Fund by the Fund Administrator in respect of such Dealing Date pursuant to the Fund Documents and, unless otherwise specified in the Final Terms, the NAV Deadline Date in respect of a Fund and a relevant Dealing Date shall be the first Business Day following such Dealing Date.

"**Net Asset Value**" or "**NAV**" means, in respect of a Fund and a Dealing Date, the net asset value per Fund Share in respect of such Dealing Date as calculated and published by the relevant Fund Administrator in accordance with the provisions of the Fund Documents, provided that, unless otherwise specified in the Final Terms, if the relevant Fund Administrator has not calculated and published the net asset value per Fund Share in relation to the relevant Dealing Date prior to the relevant NAV Deadline Date, then the Determination Agent may estimate, in a commercially reasonable manner, the net asset value per Fund Share

based on the then available information; such estimate, if any, shall be the 'Net Asset Value' or 'NAV'.

"**Payment Date**" means each of the Scheduled Settlement Date, the Autocall Settlement Dates, the Interest Payment Dates and any other payment dates which are expressed to be subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

"**Proceeds Receipt Date**" means the date on which a Hypothetical Investor would have received in full the proceeds of a redemption of Fund Shares targeted to be effected on (i) in the case of the scheduled maturity or expiry of the Barclays Index Linked Securities, the Final Valuation Date, or (ii) in the case of early redemption or cancellation of the Barclays Index Linked Securities other than automatic settlement (autocall), a Dealing Date as soon as reasonably practicable following the event giving rise to the early redemption or cancellation of the Barclays Index Linked Securities.

"**Receipt Deadline**" means the Business Day falling a Specified Number of calendar days after (i) in the case of the scheduled maturity or expiry of the Barclays Index Linked Securities, the Final Valuation Date, or (ii) in the case of early redemption or cancellation of the Barclays Index Linked Securities other than automatic settlement (autocall), a Dealing Date as soon as reasonably practicable following the event giving rise to the early redemption or cancellation of the Barclays Index Linked Securities, in each case subject to adjustment in accordance with the Business Day Convention.

"**Specified Number**" means, for the purposes of:

(a) each Adjusted Payment Date, three, unless a different number is specified in the Final Terms; or

(b) each Autocall Receipt Deadline, Interest Receipt Deadline and the Receipt Deadline, 180, unless a different number is specified in the Final Terms.

FORM OF FINAL TERMS (NOTES AND CERTIFICATES)[1]

The Final Terms for each Series of Notes or Certificates will include such of the following information as is applicable with respect to such Notes or Certificates.

[**PROHIBITION OF SALES TO EEA AND 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 European Economic Area ("**EEA**") or 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 (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, 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 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.]

[[**MIFID II product governance / 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 has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*: The target market assessment indicates that Securities are incompatible with the needs, characteristic and objectives of clients which are [fully risk averse/have no risk tolerance or are seeking on-demand full repayment of the amounts invested].] 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.]

OR

[**MIFID II product governance / Retail investors, professional investors and ECPs target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; *EITHER* [and (ii) all channels for distribution of the Securities are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] *OR* [(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*: The target market assessment indicates that Securities are incompatible with the needs, characteristic and objectives of clients which are [fully risk averse/have no risk tolerance or are seeking on-demand full repayment of the amounts invested].] 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].]]

FINAL TERMS

[1] For all issuances of Excluded Securities replace all references to "Final Terms" with "Pricing Supplement" and delete all references to the Prospectus Regulation.

BARCLAYS BANK PLC

(*Incorporated with limited liability in England and Wales*)

Legal Entity Identifier (LEI): G5GSEF7VJP5I7OUK5573

[Up to][●]] Securities due [●] under the Global Structured Securities Programme [(to be consolidated and to form a single series with the [●] Securities due [●], and issued on [●][, the [●] Securities due [●], and issued on [●]] [and the [●] Securities due [●], and issued on [●]] under the Global Structured Securities Programme (the Tranche [●] Securities [and Tranche [●] Securities]))]
Issue Price: [●] per cent

This document constitutes the final terms of the Securities (the "**Final Terms**") described herein [for the purposes of Article 8 of [the Prospectus Regulation] [Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"]] and is prepared in connection with the Global Structured Securities Programme established by Barclays Bank PLC (the "**Issuer**"). These Final Terms complete and should be read in conjunction with GSSP Base Prospectus 9 which constitutes a base prospectus drawn up as separate documents (including the Registration Document dated 24 March 2020 [as supplemented on 8 May 2020 [,][and] [●]] and the Securities Note relating to the GSSP Base Prospectus 9 dated 17 July 2020 [as supplemented [on] [●]) [for the purposes of Article 8(6) of the Prospectus Regulation] (the "**Base Prospectus**"). Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of this Final Terms and the Base Prospectus. A summary of the individual issue of the Securities is annexed to this Final Terms.

The Base Prospectus, and any supplements thereto, are available for viewing at *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses* and during normal business hours at the registered office of the Issuer and the specified office of the Issue and Paying Agent for the time being in London, and copies may be obtained from such office.

The Registration Document and the supplements thereto are available for viewing at: *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/#registrationdocument* and *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/#registrationdocumentsupplement*.]

(Use the alternative language set out under "Important Legal Information – Fungible issuances" if the first tranche of an issue which is being increased was issued under an expired base prospectus, the terms of which are incorporated by reference into this Base Prospectus)

[The Base Prospectus expires on 16 July 2021. The new base prospectus (the "**[●] Base Prospectus**") will be valid from and including [●] and will be published on the website of the Issuer *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses*. Following expiry of the Base Prospectus the offering of the Securities will continue under the [●] Base Prospectus. The terms and conditions of the securities from the Base Prospectus will be incorporated by reference into the [●] Base Prospectus and will continue to apply to the Securities.]

Words and expressions defined in the Base Prospectus and not defined in the Final Terms shall bear the same meanings when used herein.

[**Swiss Distribution Rules**:

The Securities may not be distributed to non-qualified investors in Switzerland. These Final Terms shall not be dispatched, copied to or otherwise made available to, and the Securities may not be offered for sale to any person in Switzerland, except to Qualified Investors as defined in article 10 of the Swiss Act on Collective Investment Schemes ("**CISA**"), i.e. to a) regulated financial intermediaries such as banks, securities traders, fund management companies and asset managers of collective investment schemes and central banks, b) regulated insurance institutions, c) public entities and retirement benefits

institutions with professional treasury operations, d) companies with professional treasury operations. Individuals can request to be treated as qualified investors provided they (i) provide evidence that they have the knowledge required to comprehend the risks of investments based on their individual education and professional experience or based on comparable experience in the financial sector and hold assets of at least Swiss Franc 500,000, or (ii) confirm in writing that they hold assets of at least Swiss Franc 5,000,000.

This document is neither a prospectus according to Art 652a or Art 1156 of the Swiss Code of Obligations nor a simplified prospectus pursuant to Art 5 of the CISA.

None of the Securities constitute a participation in a collective investment scheme within the meaning of the CISA and are neither subject to the authorisation nor the supervision by the Swiss Financial Market Supervisory Authority FINMA ("**FINMA**") and investors do not benefit from the specific investor protection provided under the CISA.]

BARCLAYS

Final Terms dated [●]

PART A – CONTRACTUAL TERMS

Provisions relating to the Securities

1.	(a)	Series:	[●]
	(b)	[Tranche:	[●]]
			[The Securities shall be consolidated and form a single series with the Tranche [●] Securities[, the Tranche [●] Securities] [and the Tranche [●] Securities] but shall not be fungible with the Tranche [●] Securities [, the Tranche [●] Securities] [and the Tranche [●] Securities] until such time as the clearing systems recognise the Securities to be fungible with the Tranche [●] Securities[, the Tranche [●] Securities] [and the Tranche [●] Securities].]
2.	Currencies:		
	(a)	Issue Currency:	[●]
	(b)	Settlement Currency:	[●]
3.	Securities:		[Notes] [Certificates]
4.	Notes:		[Not Applicable][Applicable]
	(a)	[Aggregate Nominal Amount as at the Issue Date:]	
		(i) Tranche:	[Up to] [●]
		(ii) Series:	[Up to] [●]
	(b)	[Specified Denomination:]	[[●]
			[●] and integral multiples of [●]] in excess thereof [up to (and including) [●].] [Notes will not be issued in definitive form with a Specified Denomination above [●].]
	(c)	[Minimum Tradable Amount:	[●]]
5.	Certificates:		[Not Applicable][Applicable]
	(a)	[Number of Securities:]	[[Up to] [●]]
		(i) Tranche:	[Up to] [●]
		(ii) Series:	[Up to] [●]
	(b)	[Minimum Tradable Amount:]	[●] [Not Applicable]
6.	Calculation Amount:		[●]
7.	Issue Price:		[●]% of the Aggregate Nominal Amount [plus accrued interest from [●]]. [●] per Security.]
			[The Issue Price includes a [commission element][fee] payable by the Issuer to the [Initial] Authorised Offeror which will be no more than [●

		]% of the Issue Price [per annum][(i.e. [●]% of the Issue Price in total)] [(which, for [●] invested, amounts to [●])] [and relates solely to the [initial design, arrangement and manufacture][custody] of the Securities by the [Initial] Authorised Offeror].] [Investors in the Securities intending to invest through an intermediary (including by way of introducing broker) should request details of any such commission or fee payment from such intermediary before making any purchase hereof.]
8.	Issue Date:	[●]
9.	Scheduled Settlement Date:	[●]
10.	Type of Security:	[Share Linked Securities] [Equity Index Linked Securities] [FX Linked Securities] [Fund Linked Securities] [Barclays Index Linked Securities] [Hybrid Basket Linked Securities] [and Belgian Securities]
11.	[Underlying Performance Type$_{(Interest)}$:]	[Single Asset] [Basket] [Worst-of/Best-of] [All Assets] [Outperformance] [Rainbow Basket] [Rainbow Weighted Profile]
12.	[Underlying Performance Type$_{(Autocall)}$:]	[Single Asset] [Basket] [Worst-of/Best-of] [All Assets] [Outperformance]
13.	[Underlying Performance Type$_{(Settlement)}$:]	[Single Asset] [Basket] [Worst-of/Best-of] [All Assets] [Outperformance] [Rainbow Basket] [Rainbow Weighted Profile]
	[Downside Underlying Performance Type$_{(Settlement)}$:]	[Applicable][Not Applicable] [Single Asset] [Basket] [Worst-of/Best-of] [All Assets] [Outperformance] [Rainbow Basket] [Rainbow Weighted Profile]
14.	[FX Performance:]	[FX Performance – Average][FX Performance – Minimum][FX Performance – Maximum][Not Applicable]
	(a) [FX Performance Type:]	[Increase – FX(Initial)] [Decrease – FX(Initial)] [Increase – FX(i,t)] [Decrease – FX(i,t)]
	(b) [FX Initial:]	[Initial Level: [●][as specified in Table [●] below]] [Min Lookback] [Max Lookback] [Averaging] [Not Applicable]
	(c) [Strike Date:]	[●] [Averaging Dates (FX): [●][,][●][and][●]] [Lookback Dates (FX): [●][,][●][and][[●]]
	(d) [FX Business Day Convention:]	[Following] [Modified Following] [Nearest] [Preceding] [No Adjustment]
15.	[Conversion Rate (FX):]	[Not Applicable] [Fixing Source: [●]]

[Fixing Time: [●]]

Provisions relating to interest (if any) payable

16. Interest Type:

General Condition 9 (*Interest*)

[Not Applicable][(subject to the exercise of the Switch Option)]

[In respect of [*date(s)*] [*specify Interest Payment Date(s), Interest Determination Date(s) and/or Interest Valuation Date(s)*] [●]:

[Fixed]

[Fixed with Memory (following the exercise of the Switch Option)]

[Floating]

[Digital (Bullish)]

[Digital (Bullish with dual barrier)]

[Digital (Bullish with lock-in feature)]

[Digital (Bullish with memory feature)]

[Digital (Bullish with dual barrier and memory feature)]

[Digital (Bullish with lock-in and memory features)]

[Digital (Bearish)]

[Range Accrual]

[Call]

[Put]

[Cliquet – Single Asset]

[Call (with rainbow feature) – Basket]

[Locally Capped Basket]

[Jade – Basket]

[Temple – Basket]

[Fixed Rate (FX)]

[Conditional (FX)]

[Participation (FX)]

[Snowball]

[Phoenix without memory]

[Phoenix with memory]

[Phoenix One Touch – Daily without memory]

[Phoenix One Touch – Daily with memory]

[Phoenix One Touch – Continuous without memory]

[Phoenix One Touch – Continuous with memory]

[Phoenix No Touch – Daily without memory]

[Phoenix No Touch – Daily with memory]

[Phoenix No Touch – Continuous without memory]

[Phoenix No Touch – Continuous with memory]

[Knock-out]

[Snowball with upside]

[Strip of annualised calls with possibility for cap]

[Digital plus Call]

[Strip of forward striking calls]

[As set out in Table 1 below in the column entitled 'Interest Type']

[*Repeat as necessary if more than one of the above Interest Types applies*]

(a) [Interest Payment Date[s]:] [●] [Each of the dates set out in Table 1 below in the column entitled 'Interest Payment Date'] [, subject to adjustment in accordance with the Business Day Convention] [, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*)]

[Actual Settlement Date]

(b) [Interest Valuation Date[s]:] [●] [Each of the dates set out in Table 1 below in the column entitled 'Interest Valuation Date'.]

(c) [Interest Determination Date[s]:] [●] [Each of the dates set out in Table 1 below in the column entitled 'Interest Determination Date'.]

[Table 1]

(Insert additional columns as necessary to include the items listed below in tabular form where the relevant specifications are not the same for each Interest Payment Date/Interest Valuation Date/Interest Determination Date.)

[N]	[Interest [Valuation/ Determination] Date]	[Interest Type]	[Interest Payment Date]
[1]	[●]	[●]	[●]
[2]	[●]	[●]	[●]

(d)	[Interest Observation Period[s]:]	[From [and including/but excluding] [[*time*] on] [*date*] to [and including/but excluding] [[*time*] on] [*date*]] [●] [As set out in Table 1 above in the column entitled 'Interest Observation Period'.]
(e)	[Interest Commencement Date[s]:]	[●] [Issue Date] [Each of the dates set out in Table 1 above in the column entitled 'Interest Commencement Date'.]
(f)	(i) Fixed Interest Type:	[Per Annum][Fixed Amount][Not Applicable]
	(ii) Fixed Interest Rate:	[●][per annum][Not applicable]
(g)	Information relating to the Floating Rate:	[Not Applicable][Applicable]
	[(i) CMS Rate Determination:]	[Not Applicable][Applicable]
	- Specified Swap Rate:	[●]
	- Reference Currency:	[●]
	- Designated Maturity:	[●]
	- Relevant Screen page:	[●]
	- Relevant Time:	[●]
	- Pre-nominated Index:	[●] [Not Applicable]
	- Linear Interpolation:	[Not Applicable][Applicable]
	[(ii) Floating Rate Determination:]	[Not Applicable][Applicable]
	- Arithmetic Mean:	[Not Applicable][Applicable]
	- Offered Quotation:	[Not Applicable][Applicable]
	- Designated Maturity:	[Up to] [●][Month[s]] [Year[s]] [Not Applicable]
	- Reference Rate:	[●][LIBOR] [EURIBOR] [EONIA][SONIA]
	- Relevant Interbank Market:	[●]
	- Relevant Screen Page:	• [Refinitiv Screen LIBOR01 Page] • [Refinitiv Screen EURIBOR01 Page] [●]

		- Relevant Screen Time:	[●]
		- "p"	[●][Not Applicable]
		- Lookback/ suspension period of Compound SOFR:	[[●] days][Not Applicable]
		- Pre-nominated Index:	[●][Not Applicable]
		- Linear Interpolation:	[Not Applicable][Applicable]
	[(iii)	Bank of England Base Rate Determination:]	[Not Applicable][Applicable]
		- Designated Maturity:	[●]]
	[(v)	Margin:]	[Plus/Minus][●][Not Applicable]
	[(vi)	Minimum Interest Rate:]	[●]% [per annum] [Not Applicable]
	[(vii)	Maximum Interest Rate:]	[Plus/Minus][●][Not Applicable]
(h)	[Interest Trigger Event Type:]		[Daily] [Continuous] [As specified in Table 1 above in the column entitled 'Interest Trigger Event Type'.]
(i)	[Interest Period End Date[s]:]		[●][(unadjusted)] [Each of the dates set out in Table 1 above in the column entitled 'Interest Period End Date'.]
(j)	[Interest Barrier[s] (FX):]		[●] [Each level set out in Table 1 above in the column entitled 'Interest Barrier (FX)'.]
(k)	[Interest Barrier Percentage[s]:]		[●] [Each of the percentages set out in Table 1 above in the column entitled 'Interest Barrier Percentage'.]
(l)	[Interest Barrier Percentage[s] (1):]		[●] [Each of the percentages set out in Table 1 above in the column entitled 'Interest Barrier Percentage(1)'.]
(m)	[Interest Barrier Percentage[s] (2):]		[●] [Each of the percentages set out in Table 1 above in the column entitled 'Interest Barrier Percentage(2)'.]
(n)	[Interest Barrier[s]:]		[●] [Each of the amounts set out in Table 1 above in the column entitled 'Interest Barrier'.]
(o)	[Upper Interest Barrier[s]:]		[●] [Each of the amounts set out in Table 1 above in the column entitled 'Upper Interest Barrier'.]

(p)	[Lower Interest Barrier[s]:]	[●] [Each of the amounts set out in Table 1 above in the column entitled 'Lower Interest Barrier'.]
(q)	[Upper Interest Barrier Percentage[s]:]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Upper Interest Barrier Percentage'.] [Not Applicable]
(r)	[Lower Interest Barrier Percentage[s]:]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Lower Interest Barrier Percentage'.]
(s)	[Cliquet Observation Date[s]:]	[●] [Each of the dates set out in Table 1 above in the column entitled 'Cliquet Observation Date'.]
(t)	[Observation Date[s]:]	[●] [Each of the dates set out in Table 1 above in the column entitled 'Observation Date'.]
(u)	[Observation Date[s] (FX):]	[●] [Each of the dates set out in Table 1 above in the column entitled 'Observation Date (FX)'.]
(v)	[Fixed Interest Rate[s]:]	[●] [In respect of [each Underlying Asset/ Underlying Asset 1/Underlying Asset 2]: [●]] [Each of the percentages set out in Table 1 above in the column entitled 'Fixed Interest Rate'.]
(w)	[Fixed Interest Rate[s](1):]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Fixed Interest Rate(1)'.]
(x)	[Fixed Interest Rate[s]2):]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Fixed Interest Rate(2)'.]
(y)	[Interest Valuation Price:]	
	(i) [Averaging-out:]	[Not Applicable][Applicable][Each of the dates set out in Table 1 above in the column entitled 'Averaging-out Dates'.]
	(ii) [Min Lookback-out:]	[Not Applicable][Applicable][Each of the dates set out in Table 1 above in the column entitled 'Lookback-out Dates'.]
	(iii) [Max Lookback-out:]	[Not Applicable][Applicable][Each of the dates set out in Table 1 above in the column entitled 'Lookback-out Dates'.]
(z)	[Lock-in Barrier Percentage[s]:]	[●][Each of the percentages set out in Table 1 above in the column entitled 'Lock-in Barrier Percentage'.]
(aa)	[Global Floor[s]:]	[●][Each of the percentages set out in Table 1 above in the column entitled 'Global Floor'.]
(bb)	[Local Cap[s]:]	[●][Each of the percentages set out in Table 1 above in the column entitled 'Local Cap'.]
(cc)	[Local Floor[s]:]	[●][Each of the percentages set out in Table 1 above in the column entitled 'Local Floor'.]

(dd) [Participation[s]$_{(Interest)}$:]

[$P_{(I)}$:]

[●][Each of the percentages set out in Table 1 above in the column entitled 'Participation$_{(Interest)}$'.]

(ee) [Cap[s]$_{(Interest)}$:]

[●] [Each of the percentages set out in Table 1 above in the column entitled 'Cap$_{(Interest)}$'.] [Not Applicable]

(ff) [Floor[s]$_{(Interest)}$:]

[●]

[Each of the percentages set out in Table 1 above in the column entitled 'Floor$_{(Interest)}$'.]

[FIR Floor:

Fixed Interest Rate: [●]]

[Not Applicable]

(gg) [Strike Price Percentage$_{(Interest)}$:]

[$SPP_{(Interest)}$:]

[●]

(hh) [Call Strike[s]:]

[●] [Sum of Coupons] [Each of the percentages set out in Table 1 above in the column entitled 'Call Strike'.]

(ii) [Put Strike[s]:]

[●][Each of the percentages set out in Table 1 above in the column entitled 'Put Strike.]

(jj) [Weight[s](i):]

[●]

Asset Performance Rank (i)	Weight (i)
1	[●]
2	[●]
n	[●]

(kk) [Rainbow Weight:]

[●]

Rainbow Asset Performance Rank (i)	Rainbow Weight (i)
1	[●]
2	[●]
n	[●]

(ll) [Rainbow Profiles and Rainbow Profile Component Weight:]

[●]

In respect of Rainbow Profile [●]:

Underlying Asset(s) comprising Rainbow Profile [●]	Rainbow Profile Component Weight
[●]	[●]

[●]	[●]
[●]	[●]

[*Repeat as necessary for each Rainbow Profile*]

(mm) [Replacement Performance[s]:] [●][Each of the percentages set out in Table 1 above in the column entitled 'Replacement Performance'.]

(nn) [j:] [●]

(oo) FX Provisions:

(i) [Type of FX(i,t):] [Discrete Fixing] [Intra-Day(spot)] [Average Fixing]

(ii) [Averaging Dates (FX):] [●][Each of the dates set out in Table 1 above in the column entitled 'Averaging Dates (FX)'.]

(iii) [Fixed Interest Rate[s] (FX):] [●] [Each of the percentages set out in Table 1 above in the column entitled 'Fixed Interest Rate (FX)'.]

(iv) [Conditional Interest Rate[s]:] [●] [Each of the percentages set out in Table 1 above in the column entitled 'Conditional Interest Rate'.]

(v) [Day Count Fraction Convention[s]:] [●] [As set out in Table 1 above in the column entitled 'Day Count Fraction Convention'.]

[Actual/Actual (ICMA)]

[Act/Act (ICMA)]

[Actual/Actual]

[Actual/Actual (ISDA)]

[Actual/365 (Fixed)]

[Actual/360]

[30/360]

[360/360]

[Bond Basis]

[30E/360]

[Eurobond Basis]

[30E/360 (ISDA)][.]

(vi) [Interest Period End Date[s]:] [●] [Each of the dates set out in Table 1 above in the column entitled 'Interest Period End Date'.]

(vii) [Interest Condition Type:] [Digital] [One Touch – Discrete] [One Touch – Continuous] [No Touch – Discrete] [No Touch – Continuous] [As set out in Table 1 above in the column entitled 'Interest Condition Type'.]

	(viii)	[Upside Strike Shift[s]:]	[●] [Each of the dates set out in Table 1 above in the column entitled 'Upside Strike Shift'.]
	(ix)	[Cap[s] (FX):]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Cap (FX)'.]
	(x)	[Accrual Type:]	[Single Asset][Basket][All Assets][.]
(pp)	FX Conversion:		[Not Applicable][Applicable [in respect of each Interest Payment Date as set out in Table 1 above in the column entitled 'FX Conversion'.]]
	(i)	FX Business Centre[s]:	[●][TARGET]
	(ii)	FX Base Currency:	[●]
	(iii)	FX Reference Currency:	[●]
			[*Repeat as necessary if more than one of the above Interest Types applies*]

Provisions relating to Automatic Settlement (Autocall)

17.	Automatic Settlement (Autocall): General Condition 10 (*Automatic Settlement (Autocall)*)		[Not Applicable][Applicable]
(a)	Autocall Observation Type:		[Discrete][Continuous]
	(i)	[Continuous Autocall Start Date:	[●]]
	(ii)	[Continuous Autocall End Date:	[●]]
(b)	Autocall Barrier Percentage[s]:		[●] [Each of the percentages set out in Table [●] below in the column entitled 'Autocall Barrier Percentage'.]
(c)	Autocall Settlement Percentage[s]:		[●] [Each of the percentages set out in Table [●] below in the column entitled 'Autocall Settlement Percentage'.]
(d)	Autocall Valuation Date[s]:		[●] [Each date set out in Table [●] below in the column entitled 'Autocall Valuation Date'.]
(e)	Autocall Settlement Date[s]:		[●] [Each date set out in Table [●] below in the column entitled 'Autocall Settlement Date'.] [, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*).] [The [●] Business Day following each Autocall Valuation Date]
(f)	Autocall Valuation Price:		[●]
	(i)	Averaging-out:	[Not Applicable][Applicable]
			[Averaging-out Dates: [●]]
			[Each of the dates set out in Table [●] below in the column entitled 'Averaging-out Dates'.]

(ii) Min Lookback-out: [Not Applicable][Applicable]

[Lookback-out Dates: [●]]

[Each of the dates set out in Table [●] below in the column entitled 'Lookback-out Dates'.]

(iii) Max Lookback-out: [Not Applicable][Applicable]

[Lookback-out Dates: [●]]

[Each of the dates set out in Table [●] below in the column entitled 'Lookback-out Dates'.]

(g) [Type of FX(i,t): [Discrete Fixing] [Intra-Day(spot)] [Average Fixing]]

(i) [Averaging Dates (FX):] [●] [The dates set out in Table [●] below in the column entitled 'Averaging Dates (FX)'.]

(h) Autocall Reset Event: [Not Applicable]/[Applicable]

(i) Autocall Barrier Percentage$_{(Reset)}$: [●][Each of the percentages set out in Table [●] below in the column entitled 'Autocall Barrier Percentage$_{(Reset)}$'.]

(ii) Autocall Reset Percentage: [●][Each of the percentages set out in Table [●] below in the column entitled 'Autocall Reset Percentage'.]

(iii) Autocall Reset Period Start Date: [●]

(iv) Autocall Reset Period End Date: [●]

[Table [●]]

Autocall Valuation Date:	Autocall Barrier Percentage:	[Autocall Barrier Percentage$_{(Reset)}$:]	[Autocall Reset Percentage:]	Autocall Settlement Percentage:	Autocall Settlement Date:	[Averaging Date(s) (FX):]	[Averaging-out Dates:] [Lookback-out Dates:]
[●]	[●]	[●]		[●]	[●]	[●]	

18. Optional Early Settlement Event: General Condition 11 (*Optional Early Settlement Event*) [Not Applicable][Applicable]

[At Par]

[Above Par. The Issuer Call Early Settlement Percentage is [●][set out in Table [●] below in the column entitled 'Issuer Call Early Settlement Percentage'.]]

(a) Optional Cash Settlement Date: [s] [●] [Each of the dates set out in Table [●] below in the column entitled 'Optional Cash Settlement Date'.]

(b) Issuer Option Exercise Period: From [(and including)][but excluding] [●], to [(and including)][(but excluding)] [●]

Table [●]

Issuer Option Exercise Period	Optional Cash Settlement Date	Issuer Call Early Settlement Percentage
[●]	[●]	[●]
[●]	[●]	[●]

Provisions relating to Final Settlement

19.	(a)	Final Settlement Type: General Condition 12 (*Final Settlement*)	[Fixed] [(following the exercise of the Switch Option)] [Capped] [Up & Out Note, Type 1] [Up & Out Note, Type 2] [Supertracker] [Ladder] [Discount] [Bonus] [Capped Bonus] [Bull Bear (constant upside participation)] [Bull Bear (variable upside participation)] [Delta One] [Delta One (with fee drain)] [Fixed Settlement (FX)] [Participation Settlement (FX)] [Market Plus Settlement (FX)] [Digital Settlement (FX)] [Digital Plus Settlement (FX)] [Cash Plus Settlement (FX)] [Barrier with Rebate Settlement (FX)] [Tracker Settlement (FX)] [Supertracker Settlement (FX)] [Put Spread] [Twin Win] [Ladder Call]
	(b)	[Settlement Method:]	[Cash][Cash or Physical]

(c)	[Switch Option:]	[Not Applicable][Applicable]
(d)	[Switch Exercise Period:]	

Interest Payment Date	Switch Exercise Period (each date inclusive)
[●]	[●] to [●]

(e)	[Switch Notice Period Number:]	[●] Business Days
(f)	[Trigger Event Type:]	[Daily][Continuous]
(g)	[Ladder Type:]	[Type A] [Type B]
(h)	[Ladder Trigger Event Downside Deactivation:]	[Applicable][Not Applicable]
(i)	[Strike Price Percentage:]	[●]
	[SPP:]	[The Strike Price is [●].]
(j)	[Lower Strike Price Percentage:]	[●]
	[LSPP:]	
(k)	[Vanilla Barrier Type:]	[Autocall][Reverse Convertible]
(l)	[Final Barrier Percentage:]	[●]
(m)	[Knock-in Barrier Type:]	[Not Applicable][American][European]
(n)	[American Barrier Type:]	[Autocall] [Reverse Convertible]
(o)	[Knock-in Trigger Event:	[Applicable][Not Applicable]
(p)	[Knock-in Barrier Percentage:]	[●]
		[The Knock-in Barrier Price is [●].]
(q)	[Knock-in Barrier Period Start Date:]	[●]
(r)	[Knock-in Barrier Period End Date:]	[●]
(s)	[Protection Level:]	[●]
(t)	[Participation$_{(Settlement)}$:]	[●]
(u)	[Rebate Rate:]	[●]
(v)	[Up & Out Barrier Percentage:]	[●]
		[The Up & Out Barrier Price is [●].]
(w)	[Up & Out Observation Date:]	[●][,][●][and] [●] [Not Applicable]
(x)	[Up & Out Observation Start Date:]	[●][Not Applicable]
(y)	[Up & Out Observation End Date:]	[●][Not Applicable]

(z) [Ladder Barrier Observation Date:] [●][,][●][and] [●]

(aa) [Ladder Percentage(i):]

i	Ladder Percentage	Ladder Barrier Percentage
1	[●]	[●]
2	[●]	[●]
[●]	[●]	[●]

(bb) [Bonus:] [●]

(cc) [Uparticipation:] [●]

(dd) [Dparticipation:] [●]

(ee) [PreTriggerUparticipation:] [●]

(ff) [PostTriggerUparticipation:] [●]

(gg) [Fee:] [●]

(hh) [Type of FX(i,t):] [Discrete Fixing] [Intra-Day(spot)] [Average Fixing]

(i) Averaging Dates (FX):] [●]

(ii) [Final Observation Date:] [●]

(i) [Averaging Dates (FX):] [●]

(jj) [Digital Settlement (FX):] [Not Applicable]

[Applicable: [Digital Settlement (FX) – Vanilla] [Digital Settlement (FX) –Floored Downside] [Digital Settlement (FX) – Barrier Protection]]

(kk) [Digital Plus Settlement (FX):] [Not Applicable]

[Applicable: [Digital Plus Settlement (FX) – Vanilla] [Digital Plus Settlement (FX) – Floored Downside] [Digital Plus Settlement (FX) – Barrier Protection]]

(ll) [Supertracker Settlement (FX):] [Not Applicable][Applicable: [Supertracker Settlement (FX) – Capped and Floored] [Supertracker Settlement (FX) – Vanilla] [Supertracker Settlement (FX) – Barrier Protection]]

(mm) [Capped Participation:] [Not Applicable][Applicable]

(nn) [Upper Strike Percentage:] [●]

[USP:]

(oo) [Fixed Settlement Percentage:] [●]

(pp) [$Cap_{(Settlement)}$:] [●][Not Applicable]

(qq) [Upside Strike Shift:] [●]

(rr) [Capped Market Plus:] [Not Applicable][Applicable]

(ss) [Protection Barrier:] [●]

(tt) [Digital Percentage:] [●]

(uu) [Digital Strike:] [●]

(vv) [Downside Strike Shift:] [●]

(ww) [Floor:] [●]

(xx) [Barrier Condition:] [Not Applicable]

[Applicable: [European Barrier Condition][American Barrier Condition – Discrete][American Barrier Condition – Continuous]]

(yy) [Barrier Observation Date(s)/Period:]

Barrier Observation Date(s)/Period	[Averaging Date(s) (FX)]
[●]	[●]

(zz) [Capped Digital Plus:] [Not Applicable][Applicable]

(aaa) [Bonus Percentage:] [●]

(bbb) [Capped:] [Not Applicable][Applicable]

(ccc) [Rebate Barrier Condition:] [Applicable: [European Barrier Condition][American Barrier Condition – Discrete][American Barrier Condition – Continuous]]

(ddd) [Rebate Barrier:] [●]

(eee) [Capped and Floored:] [Not Applicable][Applicable]

(fff) [Floor:] [●]

(ggg) [Leverage:] [●]

(hhh) [Weight:] [●]

Asset Performance Rank (i)	Weight (i)
1	[●]
2	[●]
n	[●]

(iii) [Rainbow Weight:] [●]

Rainbow Asset Performance Rank (i)	Rainbow Weight (i)

1	[●]
2	[●]
n	[●]

(jjj) [Rainbow Profiles and Rainbow Profile Component Weight:] [●]

In respect of Rainbow Profile [●]:

Underlying Asset(s) comprising Rainbow Profile [●]	Rainbow Profile Component Weight
[●]	[●]
[●]	[●]
[●]	[●]

[*Repeat as necessary for each Rainbow Profile*]

(kkk) [Downside:] [Applicable][Not Applicable]

(lll) [Downside Cap:] [Applicable][Not Applicable]

[DC:] [●]

(mmm) [Downside Floor:] [●]

[DF:]

(nnn) [Downside Participation:] [●]

[DP:]

(ooo) [Downside Strike Price Percentage:] [●]

[DSPP:]

(ppp) [Short Downside:] [Applicable][Not Applicable]

(qqq) [Short Downside Floor:] [●]

[SDF:]

(rrr) [Short Downside Participation:] [●]

[SDP:]

(sss) [Upside Cap:] [Applicable][Not Applicable]

[UC:] [●]

(ttt) [Upside Floor:] [●]

[UF:]

(uuu) [Upside Participation:] [●]

[UP:]

(vvv)	[Knock-out Trigger Event:	[Applicable][Not Applicable]
(www)	[Knock-out Barrier Percentage:]	[●] [The Knock-out Barrier Price is [●].]
(xxx)	[Knock-out Barrier Period Start Date:]	[●]
(yyy)	[Knock-out Barrier Period End Date:]	[●]
(zzz)	[Knock-out Barrier Type:]	[Not Applicable][American][European] [[American Barrier Type:] [Autocall] [Reverse Convertible]] [*Repeat as necessary where the Underlying Asset(s) for the determination of the Interest Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type*$_{(Settlement)}$ *is applicable*]

Provisions relating to Nominal Call Event Settlement

20.	Nominal Call Event Settlement: General Condition 13 (*Nominal Call Event Settlement*)	[Not Applicable][Applicable]
	(a) Nominal Call Threshold Percentage:	[●][10 per cent.][Not Applicable]

Provisions relating to Instalment Notes

21.	Instalment Notes: General Condition 15 (*Settlement by Instalments*)	[Not Applicable][Applicable]
	(a) [Instalment Date[s]:]	[●] [Each of the dates set out in Table [●] below in the column entitled 'Instalment Date'.]
	(b) [Instalment Amount[s]:]	[●][Each of the amounts set out in Table [●] below in the column entitled 'Instalment Amount'.]
	(c) [Minimum Instalment Amount:]	[●]
	(d) [Maximum Instalment Amount:]	[●]
	(e) [Instalment Methodology:]	[Pool Factor][Reduction of Notional][●] (*if other methodology used, specify details*) [Table [●]]

Instalment Date	Instalment Amount
[●]	[●]
[●]	[●]

Provisions relating to the Underlying Asset(s)

22.	Underlying Asset[s]:	[Underlying Asset:]	[Initial Valuation Date:]
		[[●] (the "**Underlying Asset**")] [A "**Basket**" comprising the following:]	[●][Initial Valuation Date – Individual Pricing][Initial Valuation Date – Common Pricing]
		[Underlying Asset 1 is [●].]	[The Initial Valuation Date of Underlying Asset 1 is [●].]
		[Underlying Asset 2 is [●].]	[The Initial Valuation Date of Underlying Asset 2 is [●].]

[*Where the Underlying Asset(s) for the determination of the Interest Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable, then – in addition to specifying each Underlying Asset above – specify (as applicable)*:]

(a)	[Underlying Asset(s)$_{(Interest)}$:]	[Underlying Asset:]	[Initial Valuation Date:]
		[[●] (the "**Underlying Asset$_{(Interest)}$**")] [A "**Basket$_{(Interest)}$**" comprising the following:]	[●][Initial Valuation Date – Individual Pricing][Initial Valuation Date – Common Pricing]
		[Underlying Asset 1 is [●].]	[The Initial Valuation Date of Underlying Asset 1 is [●].]
		[Underlying Asset 2 is [●].]	[The Initial Valuation Date of Underlying Asset 2 is [●].]
(b)	[Underlying Asset(s)$_{(Autocall Settlement)}$:]	[Underlying Asset:]	[Initial Valuation Date:]
		[[●] (the "**Underlying Asset$_{(Autocall Settlement)}$**")] [A "**Basket$_{(Autocall Settlement)}$**" comprising the following:]	[●][Initial Valuation Date – Individual Pricing][Initial Valuation Date – Common Pricing]
		[Underlying Asset 1 is [●]]	[The Initial Valuation Date of Underlying Asset 1 is [●].]
		[Underlying Asset 2 is [●]]	[The Initial Valuation Date of Underlying Asset 2 is [●].]

(c)	[Underlying Asset(s)$_{(Final Settlement)}$:]	[Underlying Asset:]	[Initial Valuation Date:]
		[●][(being the "**Basket$_{(Final Settlement)}$**")]	[●][Initial Valuation Date – Individual Pricing][Initial Valuation Date – Common Pricing]
		[Underlying Asset 1 is [●]]	[The Initial Valuation Date of Underlying Asset 1 is [●].]
		[Underlying Asset 2 is [●]]	[The Initial Valuation Date of Underlying Asset 2 is [●].]
(d)	[Underlying Asset(s)$_{(Downside)}$:]	[Underlying Asset:]	[Initial Valuation Date:]
		[●][(being the "**Basket$_{(Downside)}$**")]	[●][Initial Valuation Date – Individual Pricing][Initial Valuation Date – Common Pricing]
		[Underlying Asset 1 is [●]]	[The Initial Valuation Date of Underlying Asset 1 is [●].]
		[Underlying Asset 2 is [●]]	[The Initial Valuation Date of Underlying Asset 2 is [●].]
(e)	Initial Valuation Date:	[●] [In respect of each Underlying Asset as specified above.]	
		[Initial Valuation Date – Individual Pricing][Initial Valuation Date – Common Pricing]]	
(f)	[[Share:	[●]	
		[Not Applicable]	
		[Each Share set out in Table [●] below in the column entitled 'Share'.]	
		[[Full][Partial] Lookthrough Depository Receipt Provisions: Applicable]	
	(i) Exchange[s]:	[●]	
		[Each Exchange set out in Table [●] below in the column entitled 'Exchange'.]	
	(ii) Related Exchange[s]:	[●]	
		[Each Related Exchange set out in Table [●] below in the column entitled 'Related Exchange'.]	
	(iii) Underlying Asset Currenc[y][ies]:	[●]	
		[Each Underlying Asset Currency set out in Table [●] below in the column entitled 'Underlying Asset Currency'.]	

(iv) Bloomberg Screen[s]: [●]

[The Bloomberg Screens set out in Table [●] below in the column entitled 'Bloomberg Screen'.]

(v) Refinitiv Screen[s]: [●]

[Each Refinitiv Screen set out in Table [●] below in the column entitled 'Refinitiv Screen'.]

(vi) Underlying Asset ISIN[s]: [●]

[Each Underlying Asset ISIN set out in Table [●] below in the column entitled 'Underlying Asset ISIN'.]

(vii) Weight[s]: [●]

[Each Weight set out in Table [●] below in the column entitled 'Weight'.]

(g) [Index]: [●][S&P 500® Index] [EURO STOXX 50® Index] [FTSE™ 100 Index]

[Not Applicable]

[Each Index set out in Table [●] below in the column entitled 'Index'.]

(i) Exchange[s]: [●][Each of the New York Stock Exchange and the NASDAQ Stock Market LLC] [Multi-exchange Index] [London Stock Exchange]

[Each Exchange set out in Table [●] below in the column entitled 'Exchange'.]

(ii) Related Exchange[s]: [●] [All Exchanges]

[Each Related Exchange set out in Table [●] below in the column entitled 'Related Exchange'.]

(iii) Underlying Asset Currenc[y][ies]: [●]

[Each Underlying Asset Currency set out in Table [●] below in the column entitled 'Underlying Asset Currency'.]

(iv) Bloomberg Screen[s]: [●][SPX <Index>][SX5E <Index>][UKX <Index>]

[Each Bloomberg Screen set out in Table [●] below in the column entitled 'Bloomberg Screen'.]

(v) Refinitiv Screen[s]: [●][.SPX] [.STOXX50E][.FTSE]

[Each Refinitiv Screen set out in Table [●] below in the column entitled 'Refinitiv Screen'.]

(vi) Index Sponsor[s]: [●][S&P Dow Jones Indices LLC] [STOXX Limited] [FTSE International Limited]

[Each Index Sponsor set out in Table [●] below in the column entitled 'Index Sponsor'.]

(vii) Weight[s]: [●]

[Each Weight set out in Table [●] below in the column entitled 'Weight'.]

(viii) Pre-nominated Ind[ex][ices]: [●]

[Each Pre-nominated Index set out in Table [●] below in the column entitled 'Pre-nominated Index']

[Table [●]

[Share][or] [Index]:]	**[Initial Price[(Interest)] [(Settlement)]:]**	**[Exchange:]**	**[Related Exchange:]**	**[Underlying Asset Currency:]**	**[Bloomberg Screen:]**
[●]	[●]	[●]	[●]	[●]	[●]
[S&P 500® Index]	[●]	[Each of the New York Stock Exchange and the NASDAQ Stock Market LLC]	[All Exchanges]	[●]	[SPX <Index>]
[EURO STOXX 50® Index]	[●]	[Multi-exchange Index]	[All Exchanges]	[●]	[SX5E <Index>]
[FTSE™ 100 Index]	[●]	[London Stock Exchange]	[All Exchanges]	[●]	[UKX <Index>]
[Refinitiv Screen Page:]	**[Underlying Asset ISIN][or] [Index Sponsor:]**	**[Weight:]**	**[Full Lookthrough Depository Receipt Provisions]**	**[Partial Lookthrough Depository Receipt Provisions]**	**Pre-nominated Index**
[●]	[●]	[●]	[Not Applicable][Applicable]	[Not Applicable][Applicable]	[Not Applicable][●]
[.SPX]	[S&P Dow Jones Indices LLC]	[●]	[Not Applicable]	[Not Applicable]	[Not Applicable][●]
[.STOXX50E]	[STOXX Limited]	[●]	[Not Applicable]	[Not Applicable]	[Not Applicable][●]

[.FTSE]	[FTSE International Limited]	[●]	[Not Applicable]	[Not Applicable]	[Not Applicable][●]

(h) [FX Pair[s]:] [●][*Express as currency per currency, e.g. EUR per USD*]

[Not Applicable]

[Each FX Pair set out in Table [●] below in the column entitled 'FX Pair'.]

(i) [FX Financial Centre(s):] [[In respect of [the][each] Underlying Asset:] [●]]

[Each of the FX Financial Centre(s) set out in Table [●] below in the column entitled 'FX Financial Centre(s)'.]

(ii) [Fixing Source[s]:] [●]

[Each Fixing Source set out in Table [●] below in the column entitled 'Fixing Source'.]

(iii) [Fixing Time[s]:] [●]

[Each Fixing Time set out in Table [●] below in the column entitled 'Fixing Time'.]

(iv) [Weight[s]:] [●]

[Each Weight set out in Table [●] below in the column entitled 'Weight'.]

Table [●]

[FX Pair:]	[Weight:]	[FX Financial Centre(s):]	[Fixing Source:]	[Fixing Time:]	[FX Initial:]
[●]	[●]	[●]	[●]	[●]	[●]

(i) [Fund[s]:] [●]

[Not Applicable]

[Each Fund set out in Table [●] below in the column entitled 'Fund'.]

(i) [Fund Administrator[s]:] [●]

[Each Fund Administrator set out in Table [●] below in the column entitled 'Fund Administrator'.]

(ii) [Fund Custodian[s]:] [●]

[Each Fund Custodian set out in Table [●] below in the column entitled 'Fund Custodian'.]

(iii) [Fund Manager[s]:] [●]

[Each Fund Manager set out in Table [●] below in the column entitled 'Fund Manager'.]

(iv) [Fund Services Provider[s] (additional):] [●]

[Each Fund Services Provider (additional) set out in Table [*] below in the column entitled 'Fund Services Provider (additional)'.]

(v) [Fund Share[s]:] [●]

[Each Fund Share set out in Table [●] below in the column entitled 'Fund Share'.]

(vi) [Strike[s]:] [●]

[Each Strike set out in Table [●] below in the column entitled 'Strike'.]

(vii) [Weight[s]:] [●]

[Each Weight set out in Table [●] below in the column entitled 'Weight'.]

(viii) Specified Number: For the purposes of:

- each Adjusted Payment Date: [[three]/[●]]; or

- each Autocall Receipt Deadline, Interest Receipt Deadline and the Receipt Deadline: [[180]/[●]]

(ix) Strike: [●]

Table [●]

[Fund:]	[Fund Administrator:]	[Fund Manager:]	[Fund Services Provider (additional)]	[Key person:]	[Fund Share:]	[Strike]	[Weight:]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

(j) [Barclays Index]: [●] [Not Applicable]

[Each Barclays Index set out in Table [●] below in the column entitled 'Barclays Index'.]

(i) Bloomberg Screen[s]: [●]

[Each Bloomberg Screen set out in Table [●] below in the column entitled 'Bloomberg Screen'.]

(ii) Refinitiv Screen[s]: [●]

[Each Refinitiv Screen set out in Table [●] below in the column entitled 'Refinitiv Screen'.]

(iii)	Weight[s]:	[●] [Each Weight set out in Table [●] below in the column entitled 'Weight'.]
(iv)	Pre-nominated Ind[ex][ices]:	[●] [Each Pre-nominated Index set out in Table [●] below in the column entitled 'Pre-nominated Index']
(v)	Scheduled Trading Days:	[For the purpose of limb (d)(i) of the definition of "Scheduled Trading Day", the place[s] in which a day shall be a Business Day [is/are]: [●]] [Limb (d)(i) of the definition of "Scheduled Trading Day" does not apply]
(vi)	Component Valuation:	[Not Applicable][Applicable]
(vii)	Maximum Number of Postponement Days:	[●] Scheduled Trading Days [The proviso to the definition of "Maximum Number of Postponement Days" applies]
(viii)	Elections in respect of the Fund Component Linked Conditions:	[Not Applicable] [Applicable] (*if not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(A) Fund Component Events:	[Not Applicable] [Applicable as per Fund Component Linked Condition 1 (*Fund Component Events*), and for the purposes of Fund Component Linked Condition 1.2(e)(iii), the "**Holding Threshold**" is [10/[●]] per cent.]
	(B) Potential Adjustment of Payment Events:	[Not Applicable] [Applicable as per Fund Component Linked Condition 2 (*Potential Adjustment of Payment Events*)]
	(C) Specified Number:	For the purposes of: - each Adjusted Payment Date: [[three]/[●]]; or - each Autocall Receipt Deadline, Interest Receipt Deadline and the Receipt Deadline: [[180]/[●]]

[Table [●]

[Barclays Index:]	**[Bloomberg Screen:]**	**[Refinitiv Screen:]**	**[Weight:]**	**[Pre-nominated Index:]**	**[Initial Price[(Interest)] [(Settlement)]:]**
[●]	[●]	[●]	[●]	[●]	[●]

[*Repeat as necessary where the Underlying Asset(s) for the determination of the Interest Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type(Settlement) is applicable*]

23.	(a)	[Initial Price$_{(Interest)}$:]		[[●] [Each of the values set out in Table [●] above in the column entitled 'Initial Price$_{(Interest)}$'.]]
		(i)	Averaging-in:	[Not Applicable][Applicable] [Averaging-in Dates: [●]] [Each of the dates set out in Table [●] above in the column entitled 'Averaging-in Dates'.]
		(ii)	Min Lookback-in:	[Not Applicable][Applicable] [Averaging-in Dates: [●]] [Each of the dates set out in Table [●] above in the column entitled 'Lookback-in Dates'.]
		(iii)	Max Lookback-in:	[Not Applicable][Applicable] [Averaging-in Dates: [●]] [Each of the dates set out in Table [●] above in the column entitled 'Lookback-in Dates'.]
	(b)	[Initial Price$_{(Settlement)}$:]		[[●] [Each of the values set out in Table [●] above in the column entitled 'Initial Price$_{(Settlement)}$'.]]
		(i)	Averaging-in:	[Not Applicable][Applicable] [Averaging-in Dates: [●]] [Each of the dates set out in Table [●] above in the column entitled 'Averaging-in Dates'.]
		(ii)	Min Lookback-in:	[Not Applicable][Applicable] [Lookback-in Dates: [●]] [Each of the dates set out in Table [●] above in the column entitled 'Lookback-in Dates'.]
		(iii)	Max Lookback-in:	[Not Applicable][Applicable] [Lookback-in Dates: [●]] [Each of the dates set out in Table [●] above in the column entitled 'Lookback-in Dates'.]
	(c)	[Initial Valuation Date:]		[●][Each of the dates set out in Table [●] above in the column entitled 'Initial Valuation Dates'.] [*Repeat as necessary where the Underlying Asset(s) for the determination of the Interest Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable*]
24.	(a)	Final Valuation Price:		

	(i)	[Averaging-out:]	[Not Applicable][Applicable] [Averaging-out Dates: [●]]
	(ii)	[Min Lookback-out:]	[Not Applicable][Applicable] [Lookback-out Dates: [●][,][●] [and] [●]]
	(iii)	[Max Lookback-out:]	[Not Applicable][Applicable] [Lookback-out Dates: [●][,][●] [and] [●]]
(b)	[Final Valuation Date:]		[●] [*Repeat as necessary where the Underlying Asset(s) for the determination of the Interest Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable*]

Provisions relating to disruption events

25.	Consequences of a Disrupted Day (in respect of an Averaging Date or Lookback Date): General Condition 18 (*Consequences of Disrupted Days*)		
	(a)	Omission:	[Not Applicable][Applicable]
	(b)	Postponement:	[Not Applicable][Applicable]
	(c)	Modified Postponement:	[Not Applicable][Applicable] [*Repeat as necessary where the Underlying Asset(s) for the determination of the Interest Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable*]
26.	Consequences of a Disrupted Day (in respect of an Averaging Date or Lookback Date): General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*)		
	(a)	Omission:	[Not Applicable][Applicable]
	(b)	Postponement:	[Not Applicable][Applicable] [*Repeat as necessary where the Underlying Asset(s) for the determination of the Interest Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable*]

27.	Consequences of a Disrupted Day (in respect of an Averaging Date or Lookback Date): General Condition 37 (*Consequences upon a Reference Date becoming a Disrupted Day*)		
	(a)	Omission:	[Not Applicable][Applicable]
	(b)	Postponement:	[Not Applicable][Applicable]
	(c)	Modified Postponement:	[Not Applicable][Applicable]
			[*Repeat as necessary where the Underlying Asset(s) for the determination of the Interest Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable*]
28.	Additional Disruption Events: General Condition 65.1 (*Definitions*)		
	(a)	Change in Law:	[Applicable as per General Condition 65.1 (*Definitions*)] [Not Applicable]
	(b)	Currency Disruption Event:	[Applicable as per General Condition 65.1 (*Definitions*)] [Not Applicable]
	(c)	Hedging Disruption:	[Applicable as per General Condition 65.1 (*Definitions*)] [Not Applicable]
	(d)	Issuer Tax Event:	[Applicable as per General Condition 65.1 (*Definitions*)] [Not Applicable]
	(e)	Extraordinary Market Disruption:	[Applicable as per General Condition 65.1 (*Definitions*)] [Not Applicable]
	(f)	Increased Cost of Hedging:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable]
	(g)	Affected Jurisdiction Hedging Disruption:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable] [Affected Jurisdiction: [●]]
	(h)	Affected Jurisdiction Increased Cost of Hedging:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable]
	(i)	Increased Cost of Stock Borrow:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable] [Initial Stock Loan Rate: [●]]
	(j)	Loss of Stock Borrow:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable] [Maximum Stock Loan Rate: [●] [Not Applicable]]
	(k)	Foreign Ownership Event:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable]
	(l)	Fund Disruption Event:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable]

	(m) Fund Event:	[Not Applicable] [Applicable as per General Condition 26 (*Fund Events*), and for the purposes of General Condition 26.2(e)(iii), the "**Holding Threshold**" is [10/[●]] per cent.]
	(n) Potential Adjustment of Payment Event:	[Not Applicable] [Applicable as per General Condition 28 (*Potential Adjustment of Payment Events*)]
	(o) Barclays Index Disruption:	[Not Applicable] [Applicable as per General Condition 65.1 (*Definitions*)]
29.	Early Cash Settlement Amount:	[Par][Market Value][Greater of Market Value and Settlement Floor] [Early Cash Settlement Amount (Belgian Securities)] [Settlement Floor: [●]] [*Note: include if 'Greater of Market Value and Settlement Floor' is selected*]
30.	Early Settlement Notice Period Number:	[●] [As specified in General Condition 65.1 (*Definitions*)]
31.	Substitution of Shares:	[Substitution of Shares – Standard] [Substitution of Shares – ETF underlying] [Not Applicable]
32.	Entitlement Substitution:	[Not Applicable][Applicable]
33.	FX Disruption Event:	[Not Applicable] [Applicable Specified Currency: [●]]
34.	Disruption Fallbacks: General Condition 20 (*Consequences of FX Disruption Events (FX)*)	[[To be applied first:] [Fallback Reference Price (FX)] [Dealer Poll][Postponement (FX)] [Currency Replacement (FX)]] [To be applied second: [Fallback Reference Price (FX)] [Dealer Poll][Postponement (FX)] [Currency Replacement (FX)]] [To be applied third: [Fallback Reference Price (FX)] [Dealer Poll][Postponement (FX)] [Currency Replacement (FX)]] [To be applied fourth: [Fallback Reference Price (FX)] [Dealer Poll][Postponement (FX)] [Currency Replacement (FX)]] [Modified Postponement (FX): [Applicable] [Not Applicable]] [Following the occurrence of a Currency Replacement Event: Currency Replacement (FX)]
35.	Unwind Costs:	[Not Applicable][Applicable]
36.	Settlement Expenses:	[Not Applicable][Applicable]
37.	Local Jurisdiction Taxes and Expenses:	[Not Applicable][Applicable]

38.	Consequences of a Fund Event: General Condition 27 (*Consequences of a Fund Event*)	[General Conditions [27.1(a)], [27.1(b)], [27.1(c)] and [27.1(d)] are applicable.] [General Conditions [27.2(a)] and [27.2(b)] are applicable.] [Not Applicable]

General provisions

39.	Form of Securities:	[Global Bearer Securities: [Temporary Global Security, exchangeable for a Permanent Global Security] [Permanent Global Security[, exchangeable for a Definitive Bearer Security]]] [TEFRA: [D Rules] [C Rules] [Not Applicable]] [Global Registered Security[, exchangeable for a Definitive Registered Security]] [Definitive Registered Securities] [Registered Security Closed Period: [Not Applicable] [Applicable]] [CREST Securities held in uncertificated registered form] [Book-entry Securities in [bearer form (*au porteur*)][registered form (*au nominatif*)][deposited with Euroclear France]] [Uncertificated Securities in dematerialised book-entry form] [registered with VP] [registered with Euroclear Finland][registered with the VPS][held in accordance with the Swedish Central Securities Depositaries and Financial Instruments Accounts Act (1998:1479), as amended.] [Uncertificated Securities in dematerialised and registered form, in accordance with article 973c of the Swiss Federal Code of Obligations] NGN Form: [Not Applicable][Applicable] Held under the NSS: [Not Applicable][Applicable] CGN Form: [Not Applicable][Applicable] CDIs: [Not Applicable][Applicable]
40.	Trade Date:	[●]
41.	871(m) Securities:	[The Issuer has determined that Section 871(m) of the US Internal Revenue Code is not applicable to the Securities.] [The Issuer has determined that the Securities (without regard to any other transactions) should not be subject to US withholding tax under Section 871(m) of the US Internal Revenue Code and regulations promulgated thereunder.]

		[The Issuer has determined that the Securities are subject to US withholding tax under Section 871(m) of the US Internal Revenue Code and regulations promulgated thereunder. The Issuer expects to withhold at the rate of 30 per cent on amounts subject to withholding under Section 871(m) of the US Internal Revenue Code and regulations promulgated thereunder without regard to any reduced rate that may apply under a treaty.] [The Issuer has determined that the Securities are subject to US withholding tax under Section 871(m) of the US Internal Revenue Code and the regulations promulgated thereunder, which may be subject to reduction under an applicable treaty.]
42.	Prohibition of Sales to EEA and UK Retail Investors:	[Applicable – see the cover page of these Final Terms] [Not Applicable]
43.	Prohibition of Offer to Private Clients in Switzerland:	[Applicable] / [Not Applicable]
44.	Additional Business Centre(s):	[●] [Not Applicable]
45.	Business Day Convention:	[Floating Rate] [Following] [Modified Following] [Nearest] [Preceding] [Not Applicable]
46.	Determination Agent:	[Barclays Capital Securities Limited] [Barclays Bank PLC] [●]
47.	Registrar:	[The Bank of New York Mellon SA/NV, Luxembourg Branch] [The Bank of New York Mellon (New York branch)] [●][Not Applicable]
48.	CREST Agent:	[Computershare Investor Services PLC] [●] [Address] [Not Applicable]
49.	Transfer Agent:	[The Bank of New York Mellon][The Bank of New York Mellon SA/NV, Luxembourg Branch][The Bank of New York Mellon (New York branch)][●][Not Applicable]
50.	(a) [Names] [and addresses] of Manager[s] [and underwriting commitments]:	[Barclays Bank PLC] [Barclays Capital Inc.] [Barclays Bank Ireland PLC] [Barclays Capital Securities Limited] [●]
	(b) Date of underwriting agreement:	[●] [Not Applicable]
	(c) Names and addresses of secondary trading intermediaries and main terms of commitment:	[●] [Not Applicable]
51.	Registration Agent:	[●] [*Address*] [Not Applicable]
52.	*Masse Category*:	[Full *Masse*][Contractual Masse][No *Masse*]

		[No *Masse*]/[Full *Masse*]/[Contractual *Masse*]/[Note: (i) in respect of French Notes issued outside France, 'No *Masse*' or 'Contractual *Masse*' may be elected by the Issuer, (ii) in respect of issues of French Notes issued inside or outside France with a Specified Denomination of at least EUR 100,000 and in respect of Issues of French Notes for which the minimum purchase amount per investor and per transaction is at least EUR 100,000, 'Contractual *Masse*' or "No *Masse*" may be elected by the Issuer, and (iii) in respect of any other French Notes with a Specified Denomination below EUR 100,000 issued inside France, 'Full *Masse*' shall apply.] [If 'Full *Masse*' or 'Contractual *Masse*' applies, insert below details of Representative and alternative Representative and remuneration, if any: [name and address of initial Representative of the *Masse*][name and address of alternate Representative]The Representative [will not be remunerated]/[will receive euro [●] per year].] *(Only relevant for French Notes, otherwise delete line item)*
53.	Governing Law:	[English law] [French law] [Swiss law]
54.	Relevant Benchmark[s]:	[[*specify benchmark*] is provided by [*administrator legal name*] [*repeat as necessary*]. As at the date hereof, [[*administrator legal name*] [appears] [does not appear]] [*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of the Benchmarks Regulation]/[Not Applicable]

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(a)	Listing and Admission to Trading:	[Not Applicable] [Application has been made/is expected to be made to the Irish Stock Exchange plc trading as Euronext Dublin for the securities to be [admitted to the official list] [and] [trading on its regulated market] with effect from [●].][The Tranche [●] Securities[, Tranche [●] Securities][and Tranche [●] Securities] were [admitted to trading] on Irish Stock Exchange plc trading as Euronext Dublin on or around [●][,[●]][and [●], respectively.] [Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Securities to be [listed on the official list] [and] [admitted to trading on the regulated market] of the [London Stock Exchange] [Euronext Paris] [Euronext Brussels] [Luxembourg Stock Exchange] [Malta Stock Exchange] [NASDAQ Copenhagen] [NASDAQ Helsinki] [NASDAQ Stockholm] [NGM Nordic Derivatives Exchange (NDX)] [Oslo Stock Exchange] [Borsa Italiana S.p.A.] [*Bolsas y Mercados Españoles*] [Euronext Lisbon] [Euronext Amsterdam] with effect from.] [*Include for Excluded Securities only*: Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Securities to be [listed on the official list] [and] [admitted to trading on the SIX Swiss Exchange] [multilateral trading facility [of EuroTLX SIM S.p.A.] [Euro MTF] [Nasdaq First North Growth Market] [NGM Nordic MTF] [SeDex (MTF)]], which is not a regulated market with effect from [●].] [The Tranche [●] Securities[, Tranche [●] Securities][and Tranche [●] Securities] were [admitted to trading] on [the London Stock Exchange] [Euronext Paris] [Euronext Brussels] [Luxembourg Stock Exchange] [Malta Stock Exchange] [NASDAQ Copenhagen] [NASDAQ Helsinki] [NASDAQ Stockholm] [NGM Nordic Derivatives Exchange (NDX)] [Oslo Stock Exchange] [Borsa Italiana S.p.A.] [*Bolsas y Mercados Españoles*] [Euronext Lisbon] [Euronext Amsterdam] [SIX Swiss Exchange] [the multilateral trading facility [of EuroTLX SIM S.p.A.] [Euro MTF] [Nasdaq First North Growth Market] [NGM Nordic MTF] [SeDex (MTF)]] on or around [●][,[●]][and [●], respectively.] [The Securities shall not be fungible with the Tranche [●] Securities [, the Tranche [●] Securities][or the Tranche [●] Securities] until such time as the Securities are [listed] [and] [admitted to trading] as indicated above.]

[*Insert if the Securities are listed on the Nasdaq First North Growth Market*: Nasdaq First North is an MTF, as defined in EU legislation (as implemented in national law), operated by an exchange within the Nasdaq group. Issuers on Nasdaq First North are not subject to all the same rules as issuers on a regulated main market, as defined in EU legislation (as implemented in national law). Instead they are subject to a less extensive set of rules and regulations. The risk in investing in an issuer on Nasdaq First North may therefore be higher than investing in an issuer on the main market. The exchange approves the application for admission to trading.]

(b)	Estimate of total expenses related to admission to trading:	[[●] [Not Applicable]]

2. **RATINGS**

Ratings:	[The Securities have not been individually rated.] Upon issuance, the Securities are expected to be rated: [Standard & Poor's: [●]] [Moody's: [●]] [Fitch: [●]] [Other: [●]] [*Include here a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*]

3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]]**

[●][2]

4. **REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

(a)	Reasons for the offer:	[●][General funding] [Not Applicable]
(b)	Use of proceeds	[●] [Not Applicable] *(If there is more than one principal intended use, the proceeds shall be broken down into each intended use and presented in order of priority of such use)*
(c)	[Estimated net proceeds:]	[●] [Not Applicable]
(d)	[Estimated total expenses:]	[●] [Not Applicable] *(If there is more than one principal expense, the expenses shall be broken*

[2] Only include a description of any interests, including conflicting ones, that are material to the issue/offer, detailing the persons involved and the nature of the interest, where such interest is different from that set out in risk factor 6 (*RISKS ASSOCIATED WITH CONFLICTS OF INTEREST AND DISCRETIONARY POWERS OF THE ISSUER AND THE DETERMINATION AGENT*) of the Securities Note. Otherwise delete this paragraph 3.

down into each intended use and presented in order of priority of such use)

5. **YIELD**

[Not Applicable] (*Insert yield if Interest Type is Fixed and Final Settlement Type is Fixed with a 100% Protection Level*) [The yield is [●] per cent per annum.]

6. **[PAST AND FUTURE PERFORMANCE OF UNDERLYING ASSET[S], AND OTHER INFORMATION CONCERNING THE UNDERLYING ASSET[S]]**

[●]

[[Bloomberg Screen][Refinitiv Screen Page] [●]: "[●]"] [and] [www.[●]]

Index Disclaimer[s]: [FTSE® 100 Index] [EURO STOXX 50® Index] [S&P 500® Index] [Barclays Index] [See Schedule hereto][Not Applicable]

7. **OPERATIONAL INFORMATION**

(a)	ISIN:	[●]
(b)	[Temporary ISIN:]	[●]
(c)	Common Code:	[●]
(d)	[Temporary Common Code:]	[●]
(e)	Relevant Clearing System(s) [and the relevant identification number(s)]:	[Euroclear, Clearstream] [CREST [– identification number [●]]] [Euroclear] [Euroclear Finland [– identification number [●]]] [Euroclear France [– identification number [●]]] [Euroclear Sweden [– identification number [●]]] [SIS [– identification number[[●]]]] [VP [– identification number [●]]] [VPS [– identification number [●]]][●] (*specify other; give name(s), address(es) and identification number(s)*) [The Securities are [CREST/Danish/Finnish/French Cleared/Norwegian/Swedish] Securities]
(f)	Delivery:	Delivery [against/free of] payment
(g)	[Name and address of additional Paying Agent(s):]	[●] [Not Applicable]
(h)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the International Central Securities Depositaries ("**ICSDs**") as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] [*include this text for Registered Securities*] and does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] [*include this text if 'yes' selected, in which case the Securities must be issued in NGN Form or be held*

under the NSS]

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the International Central Securities Depositaries ("**ICSDs**") as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] [*include this text for Registered Securities*]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

8. [TERMS AND CONDITIONS OF THE OFFER]

8.1 Authorised Offer(s)

(a)	Public Offer:	[Not Applicable]/[An offer of the Notes may be made, subject to the conditions set out below by the Authorised Offeror(s) (specified in (b) immediately below) other than pursuant to Article 1(4) of the Prospectus Regulation) during the Offer Period (specified in (d) immediately below) subject to the conditions set out in the Base Prospectus and in (e) immediately below]
(b)	Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place (together the "**Authorised Offeror(s)**"):	Each financial intermediary specified in (i) and (ii) below: (i) **Specific consent**: [[●] (the "**Initial Authorised Offeror(s)**")] [and each financial intermediary expressly named as an Authorised Offeror on the Issuer's website (*https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-final-terms*)]; and (ii) **General consent**: [Not Applicable]/[Applicable: each financial intermediary which (A) is authorised to make such offers under Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, (as amended, "**MiFID II**") including under any applicable implementing measure in each relevant jurisdiction, and (B) accepts such offer by publishing on its website the Acceptance Statement]
(c)	Jurisdiction(s) where the offer may take place (together, the	[Belgium/Denmark/Finland/France/Ireland/Italy/ Luxembourg/Malta/the

	"**Public Offer Jurisdictions(s)**"):	Netherlands/Norway/Portugal/Spain/Sweden/the United Kingdom]
(d)	Offer period for which use of the Base Prospectus is authorised by the Authorised Offeror(s) (the "**Offer Period**"):	[●] [Not Applicable]
(e)	Other conditions for use of the Base Prospectus by the Authorised Offeror(s):	[[●] [●], in relation to those Authorised Offeror(s) specified in (b)(ii) above only] [Not Applicable]
(f)	Other terms and conditions of the offer	
(g)	Offer Price:	[The Issue Price][[●]% of the Issue Price]
(h)	Total amount of offer:	[●] [Not Applicable]
(i)	Conditions to which the offer is subject:	[●] [Not Applicable]
(j)	Time period, including any possible amendments, during which the offer will be open and description of the application process:	[●] [Not Applicable]
(k)	Description of the application process:	[●] [Not Applicable]
(l)	Details of the minimum and/or maximum amount of application:	[●] [Not Applicable]
(m)	Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[●] [Not Applicable]
(n)	Details of method and time limits for paying up and delivering the Securities:	[●] [Not Applicable]
(o)	Manner in and date on which results of the offer are to be made public:	[●] [Not Applicable]
(p)	Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[●] [Not Applicable]
(q)	Whether tranche(s) have been reserved for certain countries:	[●] [Not Applicable]
(r)	Process for notification to applicants of the amount allotted and indication	[●] [Not Applicable]

	whether dealing may begin before notification is made:	
(s)	Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[●] [Not Applicable]
(t)	Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	[●] [Not Applicable]

[SCHEDULE – INDEX DISCLAIMER[S]]

[●]

ISSUE SPECIFIC SUMMARY

[●]

FORM OF FINAL TERMS (EXERCISABLE CERTIFICATES)

The Final Terms for each Series of Exercisable Certificates will include such of the following information as is applicable with respect to such Exercisable Certificates.

[**PROHIBITION OF SALES TO EEA AND 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 European Economic Area ("**EEA**") or 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 (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, 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 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.]

[[**MIFID II product governance / 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 has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*: The target market assessment indicates that Securities are incompatible with the needs, characteristic and objectives of clients which are [fully risk averse/have no risk tolerance or are seeking on-demand full repayment of the amounts invested].] 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.]

OR

[**MIFID II product governance / Retail investors, professional investors and ECPs target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; *EITHER* [and (ii) all channels for distribution of the Securities are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] *OR* [(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*: The target market assessment indicates that Securities are incompatible with the needs, characteristic and objectives of clients which are [fully risk averse/have no risk tolerance or are seeking on-demand full repayment of the amounts invested].] 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].]]

FINAL TERMS

BARCLAYS BANK PLC

(Incorporated with limited liability in England and Wales)

Legal Entity Identifier (LEI): G5GSEF7VJP5I7OUK5573

[Up to][●]] Exercisable Certificates due [●] (the "[Tranche [●]] Exercisable Certificates" [or the "Securities"]) under the Global Structured Securities Programme [(to be consolidated and to form a single series with the [●] Exercisable Certificates due [●], and issued on [●] under the Global Structured Securities Programme (the "Tranche [●] Exercisable Certificates", and, together with the Tranche [●] Exercisable Certificates, the "Exercisable Certificates" or the "Securities"))]
Issue Price: [●] per Security

[This document constitutes the final terms of the Securities (the "**Final Terms**") described herein for the purposes of Article 8 of [the Prospectus Regulation] [Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"] and is prepared in connection with the Global Structured Securities Programme established by Barclays Bank PLC (the "**Issuer**"). These Final Terms complete and should be read in conjunction with GSSP Base Prospectus 9 which constitutes a base prospectus drawn up as separate documents (including the Registration Document dated 24 March 2020 [as supplemented on 8 May 2020 [,][and] [●]] and the Securities Note relating to the GSSP Base Prospectus 9 dated 17 July 2020 [as supplemented [on] [●]) for the purposes of Article 8(6) of the Prospectus Regulation (the "**Base Prospectus**"). Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of this Final Terms and the Base Prospectus. A summary of the individual issue of the Securities is annexed to this Final Terms.

The Base Prospectus, and any supplements thereto, are available for viewing at *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses* and during normal business hours at the registered office of the Issuer and the specified office of the Issue and Paying Agent for the time being in London, and copies may be obtained from such office.

The Registration Document and the supplements thereto are available for viewing at: *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/#registrationdocument* and *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/#registrationdocumentsupplement*.]

[The Base Prospectus expires on 16 July 2021. The new base prospectus (the "**[●] Base Prospectus**") will be valid from and including [●] and will be published on the website of the Issuer *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses*. Following expiry of the Base Prospectus the offering of the Securities will continue under the [●] Base Prospectus. The terms and conditions of the securities from the Base Prospectus will be incorporated by reference into the [●] Base Prospectus and will continue to apply to the Securities.]

Words and expressions defined in the Base Prospectus and not defined in the Final Terms shall bear the same meanings when used herein.

[**Swiss Distribution Rules**:

The Securities may not be distributed to non-qualified investors in Switzerland. These Final Terms shall not be dispatched, copied to or otherwise made available to, and the Securities may not be offered for sale to any person in Switzerland, except to Qualified Investors as defined in article 10 of the Swiss Act on Collective Investment Schemes ("**CISA**"), i.e. to a) regulated financial intermediaries such as banks, securities traders, fund management companies and asset managers of collective investment schemes and central banks, b) regulated insurance institutions, c) public entities and retirement benefits institutions with professional treasury operations, d) companies with professional treasury operations. Individuals can request to be treated as qualified investors provided they (i) provide evidence that they have the knowledge required to comprehend the risks of investments based on their individual education and professional experience or based on comparable experience in the financial sector and

hold assets of at least Swiss Franc 500,000, or (ii) confirm in writing that they hold assets of at least Swiss Franc 5,000,000.

This document is neither a prospectus according to Art 652a or Art 1156 of the Swiss Code of Obligations nor a simplified prospectus pursuant to Art 5 of the CISA.

None of the Securities constitute a participation in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes ("**CISA**") and are neither subject to the authorisation nor the supervision by the Swiss Financial Market Supervisory Authority FINMA ("**FINMA**") and investors do not benefit from the specific investor protection provided under the CISA.]

BARCLAYS

Final Terms dated [●]

PART A – CONTRACTUAL TERMS

Provisions relating to the Securities

1.	(a)	Series:	[●]
	(b)	[Tranche:	[●]]
			[The Exercisable Certificates shall be consolidated and form a single series with the Tranche [●] Exercisable Certificates but shall not be fungible with the Tranche [●] Exercisable Certificates until such time as the clearing systems recognise the Exercisable Certificates to be fungible with the Tranche [●] Exercisable Certificates.]
2.	Currencies:		
	(a)	Issue Currency:	[●]
	(b)	Settlement Currency:	[●]
3.	Exercisable Certificates:		
	(a)	Number of Securities:	[Up to] [●]
		(i) Tranche:	[Up to] [●]
		(ii) Series:	[Up to] [●]
	(b)	Number of Securities in a Unit:	[●] [Not Applicable]
	(c)	Minimum Tradable Amount:	[●] [Not Applicable]
4.	Calculation Amount:		[●]
5.	Issue Price:		[●] per Security
			[The Issue Price includes a [commission element][fee] payable by the Issuer to the [Initial] Authorised Offeror which will be no more than [●]% of the Issue Price [per annum][(i.e. [●]% of the Issue Price in total)] [(which, for [●] invested, amounts to [●])] [and relates solely to the [initial design, arrangement and manufacture][custody] of the Securities by the [Initial] Authorised Offeror].] [Investors in the Securities intending to invest through an intermediary (including by way of introducing broker) should request details of any such commission or fee payment from such intermediary before making any purchase hereof.]
6.	Issue Date:		[●]
7.	Scheduled Settlement Date:		[●]
8.	Automatic Exercise:		[Applicable][Not Applicable]
9.	Exercise Date:		[[The latest] [Final Valuation Date]][The "**Expiration Date**", being [●]]
10.	Exercise Price:		[●] per Security

11.	Type of Security:	[Share Linked Securities] [Equity Index Linked Securities] [FX Linked Securities] [Fund Linked Securities] [Barclays Index Linked Securities] [Hybrid Basket Linked Securities] [and Belgian Securities]
12.	[Underlying Performance Type$_{(Coupon)}$:]	[Single Asset] [Basket] [Worst-of/Best-of] [All Assets] [Outperformance] [Rainbow Basket] [Rainbow Weighted Profile]
13.	[Underlying Performance Type$_{(Autocall)}$:]	[Single Asset] [Basket] [Worst-of/Best-of] [All Assets] [Outperformance]
14.	[Underlying Performance Type$_{(Settlement)}$:]	[Single Asset] [Basket] [Worst-of/Best-of] [All Assets] [Outperformance] [Rainbow Basket] [Rainbow Weighted Profile]
15.	[Downside Underlying Performance Type$_{(Settlement)}$:]	[Applicable][Not Applicable] [Single Asset] [Basket] [Worst-of/Best-of] [All Assets] [Outperformance] [Rainbow Basket] [Rainbow Weighted Profile]
16.	[FX Performance:]	[FX Performance – Average][FX Performance – Minimum][FX Performance – Maximum][Not Applicable]
	(a) [FX Performance Type:]	[Increase – FX(Initial)] [Decrease – FX(Initial)] [Increase – FX(i,t)] [Decrease – FX(i,t)]
	(b) [FX Initial:]	[Initial Level: [●][as specified in Table [●] below]] [Min Lookback] [Max Lookback] [Averaging] [Not Applicable]
	(c) [Strike Date:]	[●] [Averaging Dates (FX): [●][,][●][and][●]] [Lookback Dates (FX): [●][,][●][and][[●]]
	(d) [FX Business Day Convention:]	[Following] [Modified Following] [Nearest] [Preceding] [No Adjustment]
17.	[Conversion Rate (FX):]	[Not Applicable] [Fixing Source: [●]] [Fixing Time: [●]]

Provisions relating to coupon (if any) payable

18.	Coupon Type: General Condition 9 (*Interest*)	[Not Applicable][(subject to the exercise of the Switch Option)] [In respect of [*date(s)*] [*specify Coupon Payment Date(s) and/or Coupon Valuation Date(s)*] [●]: [Fixed] [Fixed with Memory (following the exercise of the Switch Option)]

[Digital (Bullish)]

[Digital (Bullish with dual barrier)]

[Digital (Bullish with lock-in feature)]

[Digital (Bullish with memory feature)]

[Digital (Bullish with dual barrier and memory feature)]

[Digital (Bullish with lock-in and memory features)]

[Digital (Bearish)]

[Range Accrual]

[Call]

[Put]

[Cliquet – Single Asset]

[Call (with rainbow feature) – Basket]

[Locally Capped Basket]

[Jade – Basket]

[Temple – Basket]

[Conditional (FX)]

[Participation (FX)]

[Snowball]

[Phoenix without memory]

[Phoenix with memory]

[Phoenix One Touch – Daily without memory]

[Phoenix One Touch – Daily with memory]

[Phoenix One Touch – Continuous without memory]

[Phoenix One Touch – Continuous with memory]

[Phoenix No Touch – Daily without memory]

[Phoenix No Touch – Daily with memory]

[Phoenix No Touch – Continuous without memory]

[Phoenix No Touch – Continuous with memory]

[Knock-out]

[Snowball with upside]

[Strip of annualised calls with possibility for cap]

[Digital plus Call]

[Strip of forward striking calls]

[As set out in Table 1 below in the column entitled 'Coupon Type']

[*Repeat as necessary if more than one of the above Coupon Types applies*]

(a) [Coupon Payment Date[s]:] [●] [Each of the dates set out in Table 1 below in the column entitled 'Coupon Payment Date'] [, subject to adjustment in accordance with the Business Day Convention] [, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*)]

[Actual Settlement Date]

(b) [Coupon Valuation Date[s]:] [●] [Each of the dates set out in Table 1 below in the column entitled 'Coupon Valuation Date'.]

[Table 1]

(Insert additional columns as necessary to include the items listed below in tabular form where the relevant specifications are not the same for each Coupon Payment Date/Coupon Valuation Date.)

[N]	[Coupon Valuation Date]	[Coupon Type]	[Coupon Payment Date]
[1]	[●]	[●]	[●]
[2]	[●]	[●]	[●]

(c) [Coupon Observation Period[s]:] [From [and including/but excluding] [[*time*] on] [*date*] to [and including/but excluding] [[*time*] on] [*date*]] [●] [As set out in Table 1 above in the column entitled 'Coupon Observation Period'.]

(d) (i) Fixed Coupon Type: [Fixed Amount][Not Applicable]

(ii) Fixed Coupon Rate: [●][Not applicable]

(e) [Coupon Trigger Event Type:] [Daily] [Continuous]

[As specified in Table 1 above in the column entitled 'Coupon Trigger Event Type'.]

(f) [Coupon Period End Date[s]:] [●][(unadjusted)]

[Each of the dates set out in Table 1 above in the column entitled 'Coupon Period End Date'.]

(g) [Coupon Barrier[s] (FX):] [●] [Each level set out in Table 1 above in the column entitled 'Coupon Barrier (FX)'.]

(h)	[Coupon Barrier Percentage[s]:]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Coupon Barrier Percentage'.]
(i)	[Coupon Barrier Percentage[s] (1):]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Coupon Barrier Percentage(1)'.]
(j)	[Coupon Barrier Percentage[s] (2):]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Coupon Barrier Percentage(2)'.]
(k)	[Coupon Barrier[s]:]	[●] [Each of the amounts set out in Table 1 above in the column entitled 'Coupon Barrier'.]
(l)	[Upper Coupon Barrier[s]:]	[●] [Each of the amounts set out in Table 1 above in the column entitled 'Upper Coupon Barrier'.]
(m)	[Lower Coupon Barrier[s]:]	[●] [Each of the amounts set out in Table 1 above in the column entitled 'Lower Coupon Barrier'.]
(n)	[Upper Coupon Barrier Percentage[s]:]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Upper Coupon Barrier Percentage'.] [Not Applicable]
(o)	[Lower Coupon Barrier Percentage[s]:]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Lower Coupon Barrier Percentage'.]
(p)	[Cliquet Observation Date[s]:]	[●] [Each of the dates set out in Table 1 above in the column entitled 'Cliquet Observation Date'.]
(q)	[Observation Date[s]:]	[●] [Each of the dates set out in Table 1 above in the column entitled 'Observation Date'.]
(r)	[Observation Date[s] (FX):]	[●] [Each of the dates set out in Table 1 above in the column entitled 'Observation Date (FX)'.]
(s)	[Fixed Coupon Rate[s]:]	[●] [In respect of [each Underlying Asset/ Underlying Asset 1/Underlying Asset 2]: [●]] [Each of the percentages set out in Table 1 above in the column entitled 'Fixed Coupon Rate'.]
(t)	[Fixed Coupon Rate[s](1):]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Fixed Coupon Rate(1)'.]
(u)	[Fixed Coupon Rate[s]2):]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Fixed Coupon Rate(2)'.]
(v)	[Coupon Valuation Price:]	
	(i) [Averaging-out:]	[Not Applicable][Applicable][Each of the dates set out in Table 1 above in the column entitled 'Averaging-out Dates'.]
	(ii) [Min Lookback-out:]	[Not Applicable][Applicable][Each of the dates set out in Table 1 above in the column entitled 'Lookback-out Dates'.]

	(iii) [Max Lookback-out:]	[Not Applicable][Applicable][Each of the dates set out in Table 1 above in the column entitled 'Lookback-out Dates'.]
(w)	[Lock-in Barrier Percentage[s]:]	[●][Each of the percentages set out in Table 1 above in the column entitled 'Lock-in Barrier Percentage'.]
(x)	[Global Floor[s]:]	[●][Each of the percentages set out in Table 1 above in the column entitled 'Global Floor'.]
(y)	[Local Cap[s]:]	[●][Each of the percentages set out in Table 1 above in the column entitled 'Local Cap'.]
(z)	[Local Floor[s]:]	[●][Each of the percentages set out in Table 1 above in the column entitled 'Local Floor'.]
(aa)	[Participation[s]$_{(Coupon)}$:] [$P_{(c)}$:]	[●][Each of the percentages set out in Table 1 above in the column entitled 'Participation$_{(Coupon)}$'.]
(bb)	[Cap[s]$_{(Coupon)}$:]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Cap$_{(Coupon)}$'.] [Not Applicable]
(cc)	[Floor[s]$_{(Coupon)}$:]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Floor$_{(Coupon)}$'.] [FIR Floor: Fixed Coupon Rate: [●]] [Not Applicable]
(dd)	[Strike Price Percentage$_{(Coupon)}$:] [$SPP_{(Coupon)}$:]	[●]
(ee)	[Call Strike[s]:]	[●] [Sum of Coupons] [Each of the percentages set out in Table 1 above in the column entitled 'Call Strike'.]
(ff)	[Put Strike[s]:]	[●] [Each of the percentages set out in Table 1 above in the column entitled 'Put Strike.]
(gg)	[Weight[s](i):]	[●]

Asset Performance Rank (i)	Weight (i)
1	[●]
2	[●]
n	[●]

(hh) [Rainbow Weight:] [●]

Rainbow Asset Performance Rank (i)	Rainbow Weight (i)

1	[●]
2	[●]
n	[●]

(ii) [Rainbow Profiles and Rainbow Profile Component Weight:] [●]

In respect of Rainbow Profile [●]:

Underlying Asset(s) comprising Rainbow Profile [●]	Rainbow Profile Component Weight
[●]	[●]
[●]	[●]
[●]	[●]

[*Repeat as necessary for each Rainbow Profile*]

(jj) [Replacement Performance[s]:] [●][Each of the percentages set out in Table 1 above in the column entitled 'Replacement Performance'.]

(kk) [j:] [●]

(ll) FX Provisions:

(i) [Type of FX(i,t):] [Discrete Fixing] [Intra-Day(spot)] [Average Fixing]

(ii) [Averaging Dates (FX):] [●][Each of the dates set out in Table 1 above in the column entitled 'Averaging Dates (FX)'.]

(iii) [Conditional Coupon Rate[s]:] [●] [Each of the percentages set out in Table 1 above in the column entitled 'Conditional Coupon Rate'.]

(mm) [Coupon Condition Type:] [Digital] [One Touch – Discrete] [One Touch – Continuous] [No Touch – Discrete] [No Touch – Continuous] [As set out in Table 1 above in the column entitled 'Coupon Condition Type'.]

(nn) [Upside Strike Shift[s]:] [●] [Each of the dates set out in Table 1 above in the column entitled 'Upside Strike Shift'.]

(oo) [Cap[s] (FX):] [●] [Each of the percentages set out in Table 1 above in the column entitled 'Cap (FX)'.]

(pp) [Accrual Type:] [Single Asset][Basket][All Assets][.]

(qq) FX Conversion: [Not Applicable][Applicable [in respect of each Coupon Payment Date as set out in Table 1 above in the column entitled 'FX Conversion'.]]

(i) FX Business Centre[s]: [●][TARGET]

(ii) FX Base Currency: [●]

	(iii)	FX Reference Currency:	[●]
			[*Repeat as necessary if more than one of the above Coupon Types applies*]

Provisions relating to Nominal Call Event Settlement

19.	Nominal Call Event Settlement: General Condition 13 (*Nominal Call Event Settlement*)		[Not Applicable][Applicable]
	(a)	Nominal Call Threshold Percentage:	[●][10 per cent.][Not Applicable]

Provisions relating to Automatic Settlement (Autocall)

20.	Automatic Settlement (Autocall): General Condition 10 (*Automatic Settlement (Autocall)*)		[Not Applicable][Applicable]
	(a)	Autocall Observation Type:	[Discrete][Continuous]
		(i) [Continuous Autocall Start Date:	[●]]
		(ii) [Continuous Autocall End Date:	[●]]
	(b)	Autocall Barrier Percentage[s]:	[●] [Each of the percentages set out in Table [●] below in the column entitled 'Autocall Barrier Percentage'.]
	(c)	Autocall Settlement Percentage[s]:	[●] [Each of the percentages set out in Table [●] below in the column entitled 'Autocall Settlement Percentage'.]
	(d)	Autocall Valuation Date[s]:	[●] [Each date set out in Table [●] below in the column entitled 'Autocall Valuation Date'.]
	(e)	Autocall Settlement Date[s]:	[●] [Each date set out in Table [●] below in the column entitled 'Autocall Settlement Date'.] [, subject to adjustment in accordance with the provisions of General Condition 33 (*Adjustments to Payment Dates*).] [The [●] Business Day following each Autocall Valuation Date]
	(f)	Autocall Valuation Price:	[●]
		(i) Averaging-out:	[Not Applicable][Applicable]
			[Averaging-out Dates: [●]]
			[Each of the dates set out in Table [●] below in the column entitled 'Averaging-out Dates'.]

	(ii)	Min Lookback-out:	[Not Applicable][Applicable] [Lookback-out Dates: [●]] [Each of the dates set out in Table [●] below in the column entitled 'Lookback-out Dates'.]
	(iii)	Max Lookback-out:	[Not Applicable][Applicable] [Lookback-out Dates: [●]] [Each of the dates set out in Table [●] below in the column entitled 'Lookback-out Dates'.]
(g)	[Type of FX(i,t):		[Discrete Fixing] [Intra-Day(spot)] [Average Fixing]]
	(i)	[Averaging Dates (FX):]	[●] [The dates set out in Table [●] below in the column entitled 'Averaging Dates (FX)'.]
(h)	Autocall Reset Event:		[Not Applicable]/[Applicable]
	(i)	Autocall Barrier Percentage$_{(Reset)}$:	[●][Each of the percentages set out in Table [●] below in the column entitled 'Autocall Barrier Percentage$_{(Reset)}$'.]
	(ii)	Autocall Reset Percentage:	[●][Each of the percentages set out in Table [●] below in the column entitled 'Autocall Reset Percentage'.]
	(iii)	Autocall Reset Period Start Date:	[●]
	(iv)	Autocall Reset Period End Date:	[●]

[Table [●]]

Autocall Valuation Date:	Autocall Barrier Percentage:	[Autocall Barrier Percentage$_{(Reset):}$]	[Autocall Reset Percentage:]	Autocall Settlement Percentage:	Autocall Settlement Date:	[Averaging Date(s) (FX):]	[Averaging-out Dates:] [Lookback-out Dates:]
[●]	[●]	[●]		[●]	[●]	[●]	

21.	Optional Early Settlement Event: General Condition 11 (*Optional Early Settlement Event*)		[Not Applicable][Applicable] [At Par] [Above Par. The Issuer Call Early Settlement Percentage is [●][set out in Table [●] below in the column entitled 'Issuer Call Early Settlement Percentage'.]]
	(a)	Optional Cash Settlement Date: [s]	[●] [Each of the dates set out in Table [●] below in the column entitled 'Optional Cash Settlement Date'.]
	(b)	Issuer Option Exercise Period:	From [(and including)][but excluding] [●], to [(and including)][(but excluding)] [●] Table [●]

Issuer Option Exercise Period	Optional Cash Settlement Date	Issuer Call Early Settlement Percentage
[●]	[●]	[●]
[●]	[●]	[●]

Provisions relating to Settlement on Exercise

22.	(a)	Final Settlement Type: General Condition 12 (*Final Settlement*)	[Fixed] [(following the exercise of the Switch Option)] [Capped] [Up & Out Security, Type 1] [Up & Out Security, Type 2] [Supertracker] [Ladder] [Discount] [Bonus] [Capped Bonus] [Bull Bear (constant upside participation)] [Bull Bear (variable upside participation)] [Delta One] [Delta One (with fee drain)] [Fixed Settlement (FX)] [Participation Settlement (FX)] [Market Plus Settlement (FX)] [Digital Settlement (FX)] [Digital Plus Settlement (FX)] [Cash Plus Settlement (FX)] [Barrier with Rebate Settlement (FX)] [Tracker Settlement (FX)] [Supertracker Settlement (FX)] [Put Spread] [Twin Win] [Ladder Call]
	(b)	[Settlement Method:]	[Cash][Cash or Physical]

(c)	[Switch Option:]	[Not Applicable][Applicable]
(d)	[Switch Exercise Period:]	

Coupon Payment Date	Switch Exercise Period (each date inclusive)
[●]	[●] to [●]

(e)	[Switch Notice Period Number:]	[●] Business Days
(f)	[Trigger Event Type:]	[Daily][Continuous]
(g)	[Ladder Type:]	[Type A] [Type B]
(h)	[Ladder Trigger Event Downside Deactivation:]	[Applicable][Not Applicable]
(i)	[Strike Price Percentage:]	[●]
	[SPP:]	[The Strike Price is [●].]
(j)	[Lower Strike Price Percentage:]	[●]
	[LSPP:]	
(k)	[Vanilla Barrier Type:]	[Autocall][Reverse Convertible]
(l)	[Final Barrier Percentage:]	[●]
(m)	[Knock-in Barrier Type:]	[Not Applicable][American][European]
(n)	[American Barrier Type:]	[Autocall] [Reverse Convertible]
(o)	[Knock-in Trigger Event:]	[Applicable][Not Applicable]
(p)	[Knock-in Barrier Percentage:]	[●]
		[The Knock-in Barrier Price is [●].]
(q)	[Knock-in Barrier Period Start Date:]	[●]
(r)	[Knock-in Barrier Period End Date:]	[●]
(s)	[Protection Level:]	[●]
(t)	[Participation$_{(Settlement)}$:]	[●]
(u)	[Rebate Rate:]	[●]
(v)	[Up & Out Barrier Percentage:]	[●]
		[The Up & Out Barrier Price is [●].]
(w)	[Up & Out Observation Date:]	[●][,][●][and] [●] [Not Applicable]
(x)	[Up & Out Observation Start Date:]	[●][Not Applicable]
(y)	[Up & Out Observation End Date:]	[●][Not Applicable]

(z) [Ladder Barrier Observation Date:] [●][,][●][and] [●]

(aa) [Ladder Percentage(i):]

i	Ladder Percentage	Ladder Barrier Percentage
1	[●]	[●]
2	[●]	[●]
[●]	[●]	[●]

(bb) [Bonus:] [●]

(cc) [Uparticipation:] [●]

(dd) [Dparticipation:] [●]

(ee) [PreTriggerUparticipation:] [●]

(ff) [PostTriggerUparticipation:] [●]

(gg) [Fee:] [●]

(hh) [Type of FX(i,t):] [Discrete Fixing] [Intra-Day(spot)] [Average Fixing]

(i) Averaging Dates (FX):] [●]

(ii) [Final Observation Date:] [●]

(i) [Averaging Dates (FX):] [●]

(jj) [Digital Settlement (FX):] [Not Applicable]

[Applicable: [Digital Settlement (FX) – Vanilla] [Digital Settlement (FX) –Floored Downside] [Digital Settlement (FX) – Barrier Protection]]

(kk) [Digital Plus Settlement (FX):] [Not Applicable]

[Applicable: [Digital Plus Settlement (FX) – Vanilla] [Digital Plus Settlement (FX) – Floored Downside] [Digital Plus Settlement (FX) – Barrier Protection]]

(ll) [Supertracker Settlement (FX):] [Not Applicable][Applicable: [Supertracker Settlement (FX) – Capped and Floored] [Supertracker Settlement (FX) – Vanilla] [Supertracker Settlement (FX) – Barrier Protection]]

(mm) [Capped Participation:] [Not Applicable][Applicable]

(nn) [Upper Strike Percentage:] [●]

[USP:]

(oo) [Fixed Settlement Percentage:] [●]

(pp) [$Cap_{(Settlement)}$:] [●][Not Applicable]

(qq) [Upside Strike Shift:] [●]

(rr) [Capped Market Plus:] [Not Applicable][Applicable]

(ss) [Protection Barrier:] [●]

(tt) [Digital Percentage:] [●]

(uu) [Digital Strike:] [●]

(vv) [Downside Strike Shift:] [●]

(ww) [Floor:] [●]

(xx) [Barrier Condition:] [Not Applicable]

[Applicable: [European Barrier Condition][American Barrier Condition – Discrete][American Barrier Condition – Continuous]]

(yy) [Barrier Observation Date(s)/Period:]

Barrier Observation Date(s)/Period	[Averaging Date(s) (FX)]
[●]	[●]

(zz) [Capped Digital Plus:] [Not Applicable][Applicable]

(aaa) [Bonus Percentage:] [●]

(bbb) [Capped:] [Not Applicable][Applicable]

(ccc) [Rebate Barrier Condition:] [Applicable: [European Barrier Condition][American Barrier Condition – Discrete][American Barrier Condition – Continuous]]

(ddd) [Rebate Barrier:] [●]

(eee) [Capped and Floored:] [Not Applicable][Applicable]

(fff) [Floor:] [●]

(ggg) [Leverage:] [●]

(hhh) [Weight:] [●]

Asset Performance Rank (i)	Weight (i)
1	[●]
2	[●]
n	[●]

(iii) [Rainbow Weight:] [●]

Rainbow Asset Performance Rank (i)	Rainbow Weight (i)

1	[●]
2	[●]
n	[●]

(jjj) [Rainbow Profiles and Rainbow Profile Component Weight:] [●]

In respect of Rainbow Profile [●]:

Underlying Asset(s) comprising Rainbow Profile [●]	Rainbow Profile Component Weight
[●]	[●]
[●]	[●]
[●]	[●]

[*Repeat as necessary for each Rainbow Profile*]

(kkk) [Downside:] [Applicable][Not Applicable]

(lll) [Downside Cap:] [Applicable][Not Applicable]

[DC:] [●]

(mmm) [Downside Floor:] [●]

[DF:]

(nnn) [Downside Participation:] [●]

[DP:]

(ooo) [Downside Strike Price Percentage:] [●]

[DSPP:]

(ppp) [Short Downside:] [Applicable][Not Applicable]

(qqq) [Short Downside Floor:] [●]

[SDF:]

(rrr) [Short Downside Participation:] [●]

[SDP:]

(sss) [Upside Cap:] [Applicable][Not Applicable]

[UC:] [●]

(ttt) [Upside Floor:] [●]

[UF:]

(uuu) [Upside Participation:] [●]

[UP:]

(vvv)	[Knock-out Trigger Event:	[Applicable][Not Applicable]	
(www)	[Knock-out Barrier Percentage:]	[●]	
		[The Knock-out Barrier Price is [●].]	
(xxx)	[Knock-out Barrier Period Start Date:]	[●]	
(yyy)	[Knock-out Barrier Period End Date:]	[●]	
(zzz)	[Knock-out Barrier Type:]	[Not Applicable][American][European]	
		[[American Barrier Type:] [Autocall] [Reverse Convertible]]	
		[Repeat as necessary where the Underlying Asset(s) for the determination of the Interest Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable]	

Provisions relating to the Underlying Asset(s)

23.	Underlying Asset[s]:	[Underlying Asset:]	[Initial Valuation Date:]
		[[●] (the "**Underlying Asset**")]	[●][Initial Valuation Date – Individual Pricing][Initial Valuation Date – Common Pricing]
		[A "**Basket**" comprising the following:]	
		[Underlying Asset 1 is [●].]	[The Initial Valuation Date of Underlying Asset 2 is [●].]
		[Underlying Asset 2 is [●].]	[The Initial Valuation Date of Underlying Asset 2 is [●].]

[*Where the Underlying Asset(s) for the determination of the Coupon Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable, then – in addition to specifying each Underlying Asset above – specify (as applicable)*:]

(a)	[Underlying Asset(s)$_{(Coupon)}$:]	[Underlying Asset:]	[Initial Valuation Date:]
		[[●] (the "**Underlying Asset$_{(Coupon)}$**")]	[●][Initial Valuation Date – Individual Pricing][Initial Valuation Date – Common Pricing]
		[A "**Basket$_{(Coupon)}$**" comprising the following:]	
		[Underlying Asset 1 is [●].]	[The Initial Valuation Date of Underlying Asset 1 is [●].]

		[Underlying Asset 2 is [●].]	[The Initial Valuation Date of Underlying Asset 2 is [●].]
(b)	[Underlying Asset(s)$_{(Autocall\ Settlement)}$:]	[Underlying Asset:]	[Initial Valuation Date:]
		[[●] (the "**Underlying Asset$_{(Autocall\ Settlement)}$**")]	[●][Initial Valuation Date – Individual Pricing][Initial Valuation Date – Common Pricing]
		[A "**Basket$_{(Autocall\ Settlement)}$**" comprising the following:]	
		[Underlying Asset 1 is [●]]	[The Initial Valuation Date of Underlying Asset 1 is [●].]
		[Underlying Asset 2 is [●]]	[The Initial Valuation Date of Underlying Asset 2 is [●].]
(c)	[Underlying Asset(s)$_{(Final\ Settlement)}$:]	[Underlying Asset:]	[Initial Valuation Date:]
		[●][(being the "**Basket$_{(Final\ Settlement)}$**")]	[●][Initial Valuation Date – Individual Pricing][Initial Valuation Date – Common Pricing]
		[Underlying Asset 1 is [●]]	[The Initial Valuation Date of Underlying Asset 1 is [●].]
		[Underlying Asset 2 is [●]]	[The Initial Valuation Date of Underlying Asset 2 is [●].]
(d)	[Underlying Asset(s)$_{(Downside)}$:]	[Underlying Asset:]	[Initial Valuation Date:]
		[●][(being the "**Basket$_{(Downside)}$**")]	[●][Initial Valuation Date – Individual Pricing][Initial Valuation Date – Common Pricing]
		[Underlying Asset 1 is [●]]	[The Initial Valuation Date of Underlying Asset 1 is [●].]
		[Underlying Asset 2 is [●]]	[The Initial Valuation Date of Underlying Asset 2 is [●].]
(e)	Initial Valuation Date:	[●] [In respect of each Underlying Asset as specified above.]	
		[Initial Valuation Date – Individual Pricing][Initial Valuation Date – Common Pricing]]	

(f)	[[Share:		[●] [Not Applicable] [Each Share set out in Table [●] below in the column entitled 'Share'.] [[Full][Partial] Lookthrough Depository Receipt Provisions: Applicable]
	(i)	Exchange[s]:	[●] [Each Exchange set out in Table [●] below in the column entitled 'Exchange'.]
	(ii)	Related Exchange[s]:	[●] [Each Related Exchange set out in Table [●] below in the column entitled 'Related Exchange'.]
	(iii)	Underlying Asset Currenc[y][ies]:	[●] [Each Underlying Asset Currency set out in Table [●] below in the column entitled 'Underlying Asset Currency'.]
	(iv)	Bloomberg Screen[s]:	[●] [The Bloomberg Screens set out in Table [●] below in the column entitled 'Bloomberg Screen'.]
	(v)	Refinitiv Screen[s]:	[●] [Each Refinitiv Screen set out in Table [●] below in the column entitled 'Refinitiv Screen'.]
	(vi)	Underlying Asset ISIN[s]:	[●] [Each Underlying Asset ISIN set out in Table [●] below in the column entitled 'Underlying Asset ISIN'.]
	(vii)	Weight[s]:	[●] [Each Weight set out in Table [●] below in the column entitled 'Weight'.]
(g)	[Index]:		[●][S&P 500® Index] [EURO STOXX 50® Index] [FTSE™ 100 Index] [Not Applicable] [Each Index set out in Table [●] below in the column entitled 'Index'.]
	(i)Exchange[s]:		[●][Each of the New York Stock Exchange and the NASDAQ Stock Market LLC] [Multi-exchange Index] [London Stock Exchange] [Each Exchange set out in Table [●] below in the column entitled 'Exchange'.]

(ii) Related Exchange[s]: [●] [All Exchanges]

[Each Related Exchange set out in Table [●] below in the column entitled 'Related Exchange'.]

(iii) Underlying Asset Currenc[y][ies]: [●]

[Each Underlying Asset Currency set out in Table [●] below in the column entitled 'Underlying Asset Currency'.]

(iv) Bloomberg Screen[s]: [●][SPX <Index>][SX5E <Index>][UKX <Index>]

[Each Bloomberg Screen set out in Table [●] below in the column entitled 'Bloomberg Screen'.]

(v) Refinitiv Screen[s]: [●][.SPX] [.STOXX50E][.FTSE]

[Each Refinitiv Screen set out in Table [●] below in the column entitled 'Refinitiv Screen'.]

(vi) Index Sponsor[s]: [●][S&P Dow Jones Indices LLC] [STOXX Limited] [FTSE International Limited]

[Each Index Sponsor set out in Table [●] below in the column entitled 'Index Sponsor'.]

(vii) Weight[s]: [●]

[Each Weight set out in Table [●] below in the column entitled 'Weight'.]

(viii) Pre-nominated Ind[ex][ices]: [●]

[Each Pre-nominated Index set out in Table [●] below in the column entitled 'Pre-nominated Index']

[Table [●]

[Share][or] [Index]:]	**[Initial Price[(Coupon)] [(Settlement)]:]**	**[Exchange:]**	**[Related Exchange:]**	**[Underlying Asset Currency:]**	**[Bloomberg Screen:]**
[●]	[●]	[●]	[●]	[●]	[●]
[S&P 500® Index]	[●]	[Each of the New York Stock Exchange and the NASDAQ Stock Market LLC]	[All Exchanges]	[●]	[SPX <Index>]
[EURO STOXX 50® Index]	[●]	[Multi-exchange Index]	[All Exchanges]	[●]	[SX5E <Index>]
[FTSE™ 100 Index]	[●]	[London Stock Exchange]	[All Exchanges]	[●]	[UKX <Index>]

[Refinitiv Screen Page:]	**[Underlying Asset ISIN][or] [Index Sponsor:]**	**[Weight:]**	**[Full Lookthrough Depository Receipt Provisions]**	**[Partial Lookthrough Depository Receipt Provisions]**	**Pre-nominated Index**
[●]	[●]	[●]	[Not Applicable][Applicable]	[Not Applicable][Applicable]	[Not Applicable][●]
[.SPX]	[S&P Dow Jones Indices LLC]	[●]	[Not Applicable]	[Not Applicable]	[Not Applicable][●]
[.STOXX50E]	[STOXX Limited]	[●]	[Not Applicable]	[Not Applicable]	[Not Applicable][●]
[.FTSE]	[FTSE International Limited]	[●]	[Not Applicable]	[Not Applicable]	[Not Applicable][●]

(h) [FX Pair[s]:] [●][*Express as currency per currency, e.g. EUR per USD*]

[Not Applicable]

[Each FX Pair set out in Table [●] below in the column entitled 'FX Pair'.]

(i) [FX Financial Centre(s):] [[In respect of [the][each] Underlying Asset:] [●]]

[Each of the FX Financial Centre(s) set out in Table [●] below in the column entitled 'FX Financial Centre(s)'.]

(ii) [Fixing Source[s]:] [●]

[Each Fixing Source set out in Table [●] below in the column entitled 'Fixing Source'.]

(iii) [Fixing Time[s]:] [●]

[Each Fixing Time set out in Table [●] below in the column entitled 'Fixing Time'.]

(iv) [Weight[s]:] [●]

[Each Weight set out in Table [●] below in the column entitled 'Weight'.]

Table [●]

[FX Pair:]	[Weight:]	[FX Financial Centre(s):]	[Fixing Source:]	[Fixing Time:]	[FX Initial:]
[●]	[●]	[●]	[●]	[●]	[●]

(i)	[Fund[s]:]		[●] [Not Applicable] [Each Fund set out in Table [●] below in the column entitled 'Fund'.]
	(iii)	[Fund Administrator[s]:]	[●] [Each Fund Administrator set out in Table [●] below in the column entitled 'Fund Administrator'.]
	(iv)	[Fund Custodian[s]:]	[●] [Each Fund Custodian set out in Table [●] below in the column entitled 'Fund Custodian'.]
	(v)	[Fund Manager[s]:]	[●] [Each Fund Manager set out in Table [●] below in the column entitled 'Fund Manager'.]
	(vi)	[Fund Services Provider[s] (additional):]	[●] [Each Fund Services Provider (additional) set out in Table [*] below in the column entitled 'Fund Services Provider (additional)'.]
	(vii)	[Fund Share[s]:]	[●] [Each Fund Share set out in Table [●] below in the column entitled 'Fund Share'.]
	(viii)	[Strike[s]:]	[●] [Each Strike set out in Table [●] below in the column entitled 'Strike'.]
	(ix)	[Weight[s]:]	[●] [Each Weight set out in Table [●] below in the column entitled 'Weight'.]
	(x)	Specified Number:	For the purposes of: - each Adjusted Payment Date: [[three]/[●]]; or - each Autocall Receipt Deadline, Coupon Receipt Deadline and the Receipt Deadline: [[180]/[●]]
	(xi)	Strike:	[●]

Table [●]

[Fund:]	[Fund Administrator:]	[Fund Manager:]	[Fund Services Provider (additional)]	[Key person:]	[Fund Share:]	[Strike]	[Weight:]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

(j)	[Barclays Index]:		[●] [Not Applicable] [Each Barclays Index set out in Table [●] below in the column entitled 'Barclays Index'.]
	(i)	Bloomberg Screen[s]:	[●] [Each Bloomberg Screen set out in Table [●] below in the column entitled 'Bloomberg Screen'.]
	(ii)	Refinitiv Screen[s]:	[●] [Each Refinitiv Screen set out in Table [●] below in the column entitled 'Refinitiv Screen'.]
	(iii)	Weight[s]:	[●] [Each Weight set out in Table [●] below in the column entitled 'Weight'.]
	(iv)	Pre-nominated Ind[ex][ices]:	[●] [Each Pre-nominated Index set out in Table [●] below in the column entitled 'Pre-nominated Index']
	(v)	Scheduled Trading Days:	[For the purpose of limb (d)(i) of the definition of "Scheduled Trading Day", the place[s] in which a day shall be a Business Day [is/are]: [●]] [Limb (d)(i) of the definition of "Scheduled Trading Day" does not apply]
	(vi)	Component Valuation:	[Not Applicable][Applicable]
	(vii)	Maximum Number of Postponement Days:	[●] Scheduled Trading Days [The proviso to the definition of "Maximum Number of Postponement Days" applies]
	(viii)	Elections in respect of the Fund Component Linked Conditions:	[Not Applicable] [Applicable] (*if not applicable, delete the remaining sub-paragraphs of this paragraph*)
		(A) Fund Component Events:	[Not Applicable] [Applicable as per Fund Component Linked Condition 1 (*Fund Component Events*), and for the purposes of Fund Component Linked Condition 1.2(e)(iii), the "**Holding Threshold**" is [10/[●]] per cent.]
		(B) Potential Adjustment of Payment Events:	[Not Applicable] [Applicable as per Fund Component Linked Condition 2 (*Potential Adjustment of Payment Events*)]
		(C) Specified Number:	For the purposes of: - each Adjusted Payment Date: [[three]/[●]]; or - each Autocall Receipt Deadline, Interest Receipt Deadline and the Receipt Deadline: [[180]/[●]]

[Table [●]

[Barclays Index:]	**[Bloomberg Screen:]**	**[Refinitiv Screen:]**	**[Weight:]**	**[Pre-nominated Index:]**	**[Initial Price[(Interest)] [(Settlement)]:]**
[●]	[●]	[●]	[●]	[●]	[●]

[Repeat as necessary where the Underlying Asset(s) for the determination of the Coupon Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type(Settlement) is applicable]

24. (a) [Initial Price(Coupon):] [[●] [Each of the values set out in Table [●] above in the column entitled 'Initial Price(Coupon)'.]]

(i) Averaging-in: [Not Applicable][Applicable]

[Averaging-in Dates: [●]]

[Each of the dates set out in Table [●] above in the column entitled 'Averaging-in Dates'.]

(ii) Min Lookback-in: [Not Applicable][Applicable]

[Averaging-in Dates: [●]]

[Each of the dates set out in Table [●] above in the column entitled 'Lookback-in Dates'.]

(iii) Max Lookback-in: [Not Applicable][Applicable]

[Averaging-in Dates: [●]]

[Each of the dates set out in Table [●] above in the column entitled 'Lookback-in Dates'.]

(b) [Initial Price(Settlement):] [[●] [Each of the values set out in Table [●] above in the column entitled 'Initial Price(Settlement)'.]]

(i) Averaging-in: [Not Applicable][Applicable]

[Averaging-in Dates: [●]]

[Each of the dates set out in Table [●] above in the column entitled 'Averaging-in Dates'.]

(ii) Min Lookback-in: [Not Applicable][Applicable]

[Lookback-in Dates: [●]]

[Each of the dates set out in Table [●] above in the column entitled 'Lookback-in Dates'.]

(iii) Max Lookback-in: [Not Applicable][Applicable]

[Lookback-in Dates: [●]]

[Each of the dates set out in Table [●] above in the column entitled 'Lookback-in Dates'.]

	(c)	[Initial Valuation Date:]	[●][Each of the dates set out in Table [●] above in the column entitled 'Initial Valuation Dates'.] *[Repeat as necessary where the Underlying Asset(s) for the determination of the Coupon Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable]*
25.	(a)	Final Valuation Price:	
		(i) [Averaging-out:]	[Not Applicable][Applicable] [Averaging-out Dates: [●]]
		(ii) [Min Lookback-out:]	[Not Applicable][Applicable] [Lookback-out Dates: [●][,][●] [and] [●]]
		(iii) [Max Lookback-out:]	[Not Applicable][Applicable] [Lookback-out Dates: [●][,][●] [and] [●]]
	(b)	[Final Valuation Date:]	[●] *[Repeat as necessary where the Underlying Asset(s) for the determination of the Coupon Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable]*

Provisions relating to disruption events

26.	Consequences of a Disrupted Day (in respect of an Averaging Date or Lookback Date): General Condition 18 (*Consequences of Disrupted Days*)		
	(a)	Omission:	[Not Applicable][Applicable]
	(b)	Postponement:	[Not Applicable][Applicable]
	(c)	Modified Postponement:	[Not Applicable][Applicable] *[Repeat as necessary where the Underlying Asset(s) for the determination of the Coupon Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable]*
27.	Consequences of a Disrupted Day (in respect of an Averaging Date or Lookback Date): General Condition 25 (*Adjustments to Valuation Dates and Reference Dates*)		
	(a)	Omission:	[Not Applicable][Applicable]
	(b)	Postponement:	[Not Applicable][Applicable]

[Repeat as necessary where the Underlying Asset(s) for the determination of the Coupon Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable]

28. Consequences of a Disrupted Day (in respect of an Averaging Date or Lookback Date): General Condition 37 (*Consequences upon a Reference Date becoming a Disrupted Day*)

(a)	Omission:	[Not Applicable][Applicable]
(b)	Postponement:	[Not Applicable][Applicable]
(c)	Modified Postponement:	[Not Applicable][Applicable]

[*Repeat as necessary where the Underlying Asset(s) for the determination of the Interest Amount and/or an Automatic Settlement (Autocall) Event and/or the Final Cash Settlement Amount is or are not the same or Downside Underlying Performance Type$_{(Settlement)}$ is applicable*]

29. Additional Disruption Events: General Condition 65.1 (*Definitions*)

(a)	Change in Law:	[Applicable as per General Condition 65.1 (*Definitions*)] [Not Applicable]
(b)	Currency Disruption Event:	[Applicable as per General Condition 65.1 (*Definitions*)] [Not Applicable]
(c)	Hedging Disruption:	[Applicable as per General Condition 65.1 (*Definitions*)] [Not Applicable]
(d)	Issuer Tax Event:	[Applicable as per General Condition 65.1 (*Definitions*)] [Not Applicable]
(e)	Extraordinary Market Disruption:	[Applicable as per General Condition 65.1 (*Definitions*)] [Not Applicable]
(f)	Increased Cost of Hedging:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable]
(g)	Affected Jurisdiction Hedging Disruption:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable] [Affected Jurisdiction: [●]]
(h)	Affected Jurisdiction Increased Cost of Hedging:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable]
(i)	Increased Cost of Stock Borrow:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable] [Initial Stock Loan Rate: [●]]
(j)	Loss of Stock Borrow:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable] [Maximum Stock Loan Rate: [●] [Not Applicable]]

	(k)	Foreign Ownership Event:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable]
	(l)	Fund Disruption Event:	[Not Applicable as per General Condition 65.1 (*Definitions*)] [Applicable]
	(m)	Fund Event:	[Not Applicable] [Applicable as per General Condition 26 (*Fund Events*), and for the purposes of General Condition 26.2(e)(iii), the "**Holding Threshold**" is [10/[●]] per cent.]
	(n)	Potential Adjustment of Payment Event:	[Not Applicable] [Applicable as per General Condition 28 (*Potential Adjustment of Payment Events*)]
	(o)	Barclays Index Disruption:	[Not Applicable] [Applicable as per General Condition 65.1 (*Definitions*)]
30.	Early Cash Settlement Amount:		[Par][Market Value][Greater of Market Value and Settlement Floor] [Early Cash Settlement Amount (Belgian Securities)] [Settlement Floor: [●]] [Note: include if 'Greater of Market Value and Settlement Floor' is selected]
31.	Early Settlement Notice Period Number:		[●] [As specified in General Condition 65.1 (*Definitions*)]
32.	Substitution of Shares:		[Substitution of Shares – Standard] [Substitution of Shares – ETF underlying] [Not Applicable]
33.	Entitlement Substitution:		[Not Applicable][Applicable]
34.	FX Disruption Event:		[Not Applicable] [Applicable Specified Currency: [●]]
35.	Disruption Fallbacks: General Condition 20 (*Consequences of FX Disruption Events (FX)*)		[[To be applied first:] [Fallback Reference Price (FX)] [Dealer Poll][Postponement (FX)] [Currency Replacement (FX)]] [To be applied second: [Fallback Reference Price (FX)] [Dealer Poll][Postponement (FX)] [Currency Replacement (FX)]] [To be applied third: [Fallback Reference Price (FX)] [Dealer Poll][Postponement (FX)] [Currency Replacement (FX)]] [To be applied fourth: [Fallback Reference Price (FX)] [Dealer Poll][Postponement (FX)] [Currency Replacement (FX)]] [Modified Postponement (FX): [Applicable] [Not Applicable]] [Following the occurrence of a Currency Replacement Event: Currency Replacement (FX)]

36.	Unwind Costs:	[Not Applicable][Applicable]
37.	Settlement Expenses:	[Not Applicable][Applicable]
38.	Local Jurisdiction Taxes and Expenses:	[Not Applicable][Applicable]
39.	Consequences of a Fund Event: General Condition 27 (*Consequences of a Fund Event*)	[General Conditions [27.1(a)], [27.1(b)], [27.1(c)] and [27.1(d)] are applicable.] [General Conditions [27.2(a)] and [27.2(b)] are applicable.] [Not Applicable]

General provisions

40.	Form of Securities:	[Global Bearer Securities: [Temporary Global Security, exchangeable for a Permanent Global Security] [Permanent Global Security[, exchangeable for a Definitive Bearer Security]]] [TEFRA: [D Rules] [C Rules] [Not Applicable]] [Global Registered Security[, exchangeable for a Definitive Registered Security]] [Definitive Registered Securities] [Registered Security Closed Period: [Not Applicable] [Applicable]] [Uncertificated Securities in dematerialised book-entry form] [registered with Euroclear Finland] [registered with the VPS] [held in accordance with the Swedish Central Securities Depositaries and Financial Instruments Accounts Act (1998:1479), as amended.] CGN Form: [Not Applicable][Applicable]
41.	Trade Date:	[●]
42.	871(m) Securities:	[The Issuer has determined that Section 871(m) of the US Internal Revenue Code is not applicable to the Securities.] [The Issuer has determined that the Securities (without regard to any other transactions) should not be subject to US withholding tax under Section 871(m) of the US Internal Revenue Code and regulations promulgated thereunder.] [The Issuer has determined that the Securities are subject to US withholding tax under Section 871(m) of the US Internal Revenue Code and regulations promulgated thereunder. The Issuer expects to withhold at the rate of 30 per cent on amounts subject to withholding under Section 871(m) of the US Internal Revenue Code and regulations promulgated thereunder without regard to any reduced rate that may apply under a treaty.]

			[The Issuer has determined that the Securities are subject to US withholding tax under Section 871(m) of the US Internal Revenue Code and the regulations promulgated thereunder, which may be subject to reduction under an applicable treaty.]
43.	Prohibition of Sales to EEA and UK Retail Investors:		[Applicable – see the cover page of these Final Terms] [Not Applicable]
44.	Prohibition of Offer to Private Clients in Switzerland:		[Applicable] / [Not Applicable]
45.	Additional Business Centre(s):		[●] [Not Applicable]
46.	Business Day Convention:		[Floating Rate] [Following] [Modified Following] [Nearest] [Preceding] [Not Applicable]
47.	Determination Agent:		[Barclays Capital Securities Limited] [Barclays Bank PLC] [●]
48.	Registrar:		[The Bank of New York Mellon SA/NV, Luxembourg Branch] [●][Not Applicable]
49.	Transfer Agent:		[The Bank of New York Mellon SA/NV, Luxembourg Branch][●][Not Applicable]
50.	(a)	[Names] [and addresses] of Manager[s] [and underwriting commitments]:	[Barclays Bank PLC] [Barclays Capital Inc.] [Barclays Bank Ireland PLC] [Barclays Capital Securities Limited] [●]
	(b)	Date of underwriting agreement:	[●] [Not Applicable]
	(c)	Names and addresses of secondary trading intermediaries and main terms of commitment:	[●] [Not Applicable]
51.	Governing Law:		English law
52.	Relevant Benchmark[s]:		[[*specify benchmark*] is provided by [*administrator legal name*] [*repeat as necessary*]. As at the date hereof, [[*administrator legal name*] [appears] [does not appear]] [*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of the Benchmarks Regulation]/[Not Applicable]

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(a)	Listing and Admission to Trading:	[Not Applicable] [Application has been made/is expected to be made to the Irish Stock Exchange plc trading as Euronext Dublin for the Exercisable Certificates to be [admitted to the official list] [and] [trading on its regulated market] with effect from [●].][The Tranche [●] Exercisable Certificates[, Tranche [●] Exercisable Certificates] [and Tranche [●] Exercisable Certificates] were [admitted to trading] on Irish Stock Exchange plc trading as Euronext Dublin on or around [●].] [Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Exercisable Certificates to be [listed on the official list] [and] [admitted to trading on the regulated market] of the [London Stock Exchange] [Euronext Paris] [Euronext Brussels] [Luxembourg Stock Exchange] [Malta Stock Exchange] [NASDAQ Copenhagen] [NASDAQ Helsinki] [NASDAQ Stockholm] [NGM Nordic Derivatives Exchange (NDX)] [Oslo Stock Exchange] [Borsa Italiana S.p.A.] [*Bolsas y Mercados Españoles*] [Euronext Lisbon] [Euronext Amsterdam] with effect from .] [*Include for Excluded Securities only*: Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Exercisable Certificates to be [listed on the official list] [and] [admitted to trading on the SIX Swiss Exchange] [multilateral trading facility [of EuroTLX SIM S.p.A.] [Euro MTF] [Nasdaq First North Growth Market] [NGM Nordic MTF] [SeDex (MTF)]], which is not a regulated market with effect from [●].] [The Tranche [●] Exercisable Certificates[, Tranche [●] Exercisable Certificates] [and Tranche [●] Exercisable Certificates] were [admitted to trading] on [the London Stock Exchange] [Euronext Paris] [Euronext Brussels] [Luxembourg Stock Exchange] [Malta Stock Exchange] [NASDAQ Copenhagen] [NASDAQ Helsinki] [NASDAQ Stockholm] [NGM Nordic Derivatives Exchange (NDX)] [Oslo Stock Exchange] [Borsa Italiana S.p.A.] [*Bolsas y Mercados Españoles*] [Euronext Lisbon] [Euronext Amsterdam] [SIX Swiss Exchange] [the multilateral trading facility [of EuroTLX SIM S.p.A.] [Euro MTF] [Nasdaq First North Growth Market] [NGM Nordic MTF] [SeDex (MTF)]] on or around [●][,[●]][and [●], respectively.] [The Exercisable Certificates shall not be fungible with the Tranche [●] Exercisable Certificates[, the Tranche [●] Exercisable Certificates] [or the Tranche [●] Exercisable Certificates] until such time

as the Exercisable Certificates are [listed] [and] [admitted to trading] as indicated above.]

[*Insert if the Exercisable Certificates are listed on the Nasdaq First North Growth Market*: Nasdaq First North is an MTF, as defined in EU legislation (as implemented in national law), operated by an exchange within the Nasdaq group. Issuers on Nasdaq First North are not subject to all the same rules as issuers on a regulated main market, as defined in EU legislation (as implemented in national law). Instead they are subject to a less extensive set of rules and regulations. The risk in investing in an issuer on Nasdaq First North may therefore be higher than investing in an issuer on the main market. The exchange approves the application for admission to trading.]

(b)	Estimate of total expenses related to admission to trading:	[[●] [Not Applicable]]

2. **RATINGS**

Ratings:	[The Securities have not been individually rated.] Upon issuance, the Securities are expected to be rated: [Standard & Poor's: [●]] [Moody's: [●]] [Fitch: [●]] [Other: [●]] [*Include here a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*]

3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]]**

[●][3]

4. **REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

(a)	Reasons for the offer:	[●][General funding] [Not Applicable]
(b)	Use of proceeds	[●] [Not Applicable] *(If there is more than one principal intended use, the proceeds shall be broken down into each intended use and presented in order of priority of such use)*

[3] Only include a description of any interests, including conflicting ones, that are material to the issue/offer, detailing the persons involved and the nature of the interest, where such interest is different from that set out in risk factor 6 (*RISKS ASSOCIATED WITH CONFLICTS OF INTEREST AND DISCRETIONARY POWERS OF THE ISSUER AND THE DETERMINATION AGENT*) of the Securities Note. Otherwise delete this paragraph 3.

(c)	[Estimated net proceeds:]	[●] [Not Applicable]
(d)	[Estimated total expenses:]	[●] [Not Applicable] *(If there is more than one principal expense, the expenses shall be broken down into each intended use and presented in order of priority of such use)*

5. **[PAST AND FUTURE PERFORMANCE OF UNDERLYING ASSET[S], AND OTHER INFORMATION CONCERNING THE UNDERLYING ASSET[S]]**

[●]

[[Bloomberg Screen][Refinitiv Screen Page] [●]: "[●]"] [and] [www.[●]]

Index Disclaimer[s]: [FTSE® 100 Index] [EURO STOXX 50® Index] [S&P 500® Index] [Barclays Index] [See Schedule hereto][Not Applicable]

6. **OPERATIONAL INFORMATION**

(a)	ISIN:	[●]
(b)	[Temporary ISIN:]	[●]
(c)	Common Code:	[●]
(d)	[Temporary Common Code:]	[●]
(e)	Relevant Clearing System(s) [and the relevant identification number(s)]:	[Euroclear, Clearstream] [VPS [identification number[●]] [Euroclear Finland [identification number [●]] [Euroclear Sweden [–identification number [●](*specify other; give name(s), address(es) and identification number(s)*)
(f)	Delivery:	Delivery [against/free of] payment
(g)	[Name and address of additional Paying Agent(s):]	[●] [Not Applicable]
(h)	Intended to be held in a manner which would allow Eurosystem eligibility:	Not Applicable

7. **[TERMS AND CONDITIONS OF THE OFFER]**

7.1 **Authorised Offer(s)**

(a)	Public Offer:	[Not Applicable]/[An offer of the Exercisable Certificates may be made, subject to the conditions set out below by the Authorised Offeror(s) (specified in (b) immediately below) other than pursuant to Article 1(4) of the Prospectus Regulation) during the Offer Period (specified in (d) immediately below) subject to the conditions set out in the Base Prospectus and in (e) immediately below]
(b)	Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place (together the	Each financial intermediary specified in (i) and (ii) below: (i) **Specific consent**: [[●] (the "**Initial Authorised Offeror(s)**")] [and each

	"**Authorised Offeror(s)**"):	financial intermediary expressly named as an Authorised Offeror on the Issuer's website (*https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-final-terms*)]; and
		(ii) **General consent**: [Not Applicable]/[Applicable: each financial intermediary which (A) is authorised to make such offers under Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, (as amended from time to time "**MiFID II**") including under any applicable implementing measure in each relevant jurisdiction, and (B) accepts such offer by publishing on its website the Acceptance Statement]
(c)	Jurisdiction(s) where the offer may take place (together, the "**Public Offer Jurisdictions(s)**"):	[Belgium/Denmark/Finland/France/Ireland/Italy/ Luxembourg/Malta/the Netherlands/Norway/Portugal/Spain/Sweden/the United Kingdom]
(d)	Offer period for which use of the Base Prospectus is authorised by the Authorised Offeror(s) (the "**Offer Period**"):	[●] [Not Applicable]
(e)	Other conditions for use of the Base Prospectus by the Authorised Offeror(s):	[[●] [●], in relation to those Authorised Offeror(s) specified in (b)(ii) above only] [Not Applicable]
(f)	Other terms and conditions of the offer	
(g)	Offer Price:	[The Issue Price][[●]% of the Issue Price]
(h)	Total amount of offer:	[●] [Not Applicable]
(i)	Conditions to which the offer is subject:	[●] [Not Applicable]
(j)	Time period, including any possible amendments, during which the offer will be open and description of the application process:	[●] [Not Applicable]
(k)	Description of the application process:	[●] [Not Applicable]
(l)	Details of the minimum and/or maximum amount of application:	[●] [Not Applicable]
(m)	Description of possibility to reduce subscriptions and manner for refunding excess	[●] [Not Applicable]

	amount paid by applicants:	
(n)	Details of method and time limits for paying up and delivering the Securities:	[●] [Not Applicable]
(o)	Manner in and date on which results of the offer are to be made public:	[●] [Not Applicable]
(p)	Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[●] [Not Applicable]
(q)	Whether tranche(s) have been reserved for certain countries:	[●] [Not Applicable]
(r)	Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made:	[●] [Not Applicable]
(s)	Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[●] [Not Applicable]
(t)	Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	[●] [Not Applicable]

[SCHEDULE – INDEX DISCLAIMER[S]]

[●]

ISSUE SPECIFIC SUMMARY

[●]

CLEARANCE AND SETTLEMENT

Bearer Securities

The Issuer may make applications to Euroclear and/or Clearstream for acceptance in their respective book-entry systems in respect of any Series of Bearer Securities. In respect of Bearer Securities, a Temporary Global Security and/or a Permanent Global Security in bearer form without Coupons may be deposited with a common depositary for Euroclear and/or Clearstream or an alternative clearing system as agreed between the Issuer and the Managers. Transfers of interests in such Temporary Global Securities or Permanent Global Securities will be made in accordance with the normal Euromarket debt securities operating procedures of Euroclear and Clearstream or, if appropriate, the alternative clearing system.

Registered Securities

The Issuer may make applications to Euroclear and/or Clearstream for acceptance in their respective book-entry systems in respect of the Securities to be represented by a Global Security. Each Global Security deposited with a common depositary for, and registered in the name of, a nominee of Euroclear and/or Clearstream will have an ISIN and a Common Code.

All Registered Securities will initially be in the form of Global Securities. Definitive Securities will only be available, in the case of Securities initially represented by a Global Security, in amounts or numbers specified in the Final Terms.

Transfers of Registered Securities

Transfers of interests in Global Securities within Euroclear and Clearstream will be in accordance with the usual rules and operating procedures of the relevant clearing system.

Beneficial interests in a Global Security may only be held through Euroclear or Clearstream.

Book-Entry Ownership

If you hold your Securities in dematerialised and/or uncertificated form ("Book-Entry Securities"), you will not be the legal owner of the Book-Entry Securities. Rights in the Book-Entry Securities will be held through custodial and depositary links through the relevant clearing systems. This means that holders of Book-Entry Securities will only be able to enforce rights in respect of the Book-Entry Securities indirectly through the intermediary depositaries and custodians.

Considerations in respect of holding Securities through nominee arrangements

Where a distributor and/or a nominee service provider is used by you to invest in the Securities, you will only receive payments on the basis of arrangements entered into by you with the distributor or nominee service provider, as the case may be. In such case, you must look exclusively to the distributor or nominee service provider for all payments attributable to the Securities. Neither the Issuer, Manager(s) nor Determination Agent or any other person will be responsible for the acts or omissions of the distributor or nominee service provider, nor will they make any representation or warranty, express or implied, as to the services provided by the distributor or nominee service provider.

Definitive Securities

Registration of title to Registered Securities in a name other than a common depositary or its nominee for Clearstream and Euroclear will be permitted only in the circumstances set out in General Condition 1 (*Form, Title and Transfer*). In such circumstances, the Issuer will cause sufficient individual Securities to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Holder(s). A person having an interest in a Global Security must provide the Registrar with a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such Definitive Securities.

GENERAL INFORMATION APPLICABLE TO CREST SECURITIES AND CDIS

CREST Securities

CREST Securities may be issued and held in uncertificated registered form in accordance with the Uncertificated Regulations and, as such, are dematerialised and not constituted by any physical document of title. Securities which are CREST Securities shall be specified as such in the Final Terms.

CREST Securities issued pursuant to the Programme will be cleared through CREST and are participating securities for the purposes of the Uncertificated Regulations. The Operator is in charge of maintaining the Operator register of corporate securities. Title to the CREST Securities is recorded and will pass on registration in the Operator register of corporate securities. As at the date of this Document, the relevant Operator for the purposes of the Uncertificated Regulations is Euroclear UK & Ireland Limited.

The address of Euroclear UK & Ireland Limited is 33 Cannon Street, London EC4M 5SB, United Kingdom.

CDI Securities

Investors may hold indirect interests in Cleared Securities issued pursuant to the Programme by holding CREST Depositary Interests ("**CDIs**") through CREST. CDIs represent indirect interests in the Securities to which they relate (the "**Underlying Securities**") and holders of CDIs will not be the legal owners of the Underlying Securities.

CDIs may be issued by the CREST Depository and held through CREST in dematerialised uncertificated form in accordance with the CREST Deed Poll. CDIs in respect of Underlying Securities will be constituted and issued to investors pursuant to the terms of the CREST Deed Poll.

Following their delivery into Euroclear (directly or through another clearing system using bridging arrangements with Euroclear), interests in Underlying Securities may be delivered, held and settled in CREST by means of the creation of dematerialised CDIs representing the interests in the relevant Underlying Securities. Interests in the Underlying Securities will be credited to the CREST nominee's account with Euroclear and the CREST nominee will hold such interests as nominee for the CREST Depository which will issue CDIs to the relevant CREST participants.

Each CDI will be treated as one Underlying Security, for the purposes of determining all rights and obligations and all amounts payable in respect thereof. The CREST Depository will pass on to holders of CDIs any interest or other amounts received by it as holder of the Underlying Securities on trust for such CDI holder. CDI holders will also be able to receive from the CREST Depository notices of meetings of holders of Underlying Securities and other relevant notices issued by the Issuer.

Transfers of interests in Underlying Securities by a CREST participant to a participant of Euroclear or another Relevant Clearing System will be effected by cancellation of the CDIs and transfer of an interest in such Securities underlying the CDIs to the account of the relevant participant with Euroclear or such other Relevant Clearing System. The CDIs will have the same securities identification number as the ISIN of the Underlying Securities and will not require a separate listing on the Official List of the FCA.

The rights of the holders of CDIs will be governed by the arrangements between CREST, the Relevant Clearing System and the Issuer, including the CREST Deed Poll (in the form contained in Chapter 3 of the CREST International Manual (which forms part of the CREST Manual)) executed by the CREST Depository. These rights may be different from those of holders of Securities which are not represented by CDIs.

The attention of investors in CDIs is drawn to the terms of the CREST Deed Poll, the CREST Manual and the CREST Rules, copies of which are available from Euroclear UK & Ireland Limited at 33 Cannon Street, London EC4M 5SB or by calling +442078490000 or from the Euroclear UK & Ireland Limited website at www.euroclear.com/site/public/EUI.

Considerations in respect of holding CDI Securities

If you hold your Securities in the form of CDIs, you will not be the legal owner of the Underlying Securities. CDIs are separate legal instruments from the Underlying Securities and represent indirect interests in the interests of the CREST nominee in such Underlying Securities. CDIs will be issued by the CREST Depository to investors and will be governed by English law.

The Underlying Securities (as distinct from the CDIs representing indirect interests in such Underlying Securities) will be held in an account with a custodian. The custodian will hold the Underlying Securities through the Relevant Clearing System. Rights in the Underlying Securities will be held through custodial and depositary links through the Relevant Clearing System. The legal title to the Underlying Securities or to interests in the Underlying Securities will depend on the rules of the Relevant Clearing System in or through which the Underlying Securities are held.

Rights in respect of the Underlying Securities cannot be enforced by holders of CDIs except indirectly through the CREST Depository and CREST nominee who in turn can enforce rights indirectly through the intermediary depositaries and custodians described above. The enforcement of rights in respect of the Underlying Securities will therefore be subject to the local law of the relevant intermediary. These arrangements could result in an elimination or reduction in the payments that otherwise would have been made in respect of the Underlying Securities in the event of any insolvency or liquidation of the relevant intermediary, in particular where the Underlying Securities held in clearing systems are not held in special purpose accounts and are fungible with other Securities held in the same accounts on behalf of other customers of the relevant intermediaries.

If a matter arises that requires a vote of holders, the Issuer may make arrangements to permit the holders of CDIs to instruct the CREST Depository to exercise the voting rights of the CREST nominee in respect of the Underlying Securities. However, there is no guarantee that it will be possible to put such voting arrangements in place for holders of CDIs.

Holders of CDIs will be bound by all provisions of the CREST Deed Poll and by all provisions of or prescribed pursuant to the CREST Manual and the CREST Rules (contained in the CREST Manual) applicable to the CREST International Settlement Links Service. Holders of CDIs must comply in full with all obligations imposed on them by such provisions, including in relation to (i) indemnities, warranties, representations and undertakings to be given by holders of CDIs and limitations on the liability of the CREST Depository as issuer of the CDIs and (ii) fees, charges, costs and expenses to the CREST Depository in connection with the use of the CREST International Settlement Links Service. These will include the fees and expenses charged by the CREST Depository in respect of the provision of services by it under the CREST Deed Poll and any taxes, duties, charges, costs or expenses which may be or become payable in connection with the holding of the Underlying Securities through the CREST International Settlement Links Service.

None of the Issuer or any Manager or Agent makes any representation or warranty as to the tax consequences of an investment in CDIs and/or the tax consequences of the acquisition, holding, transfer or disposal of CDIs by any investor (including, without limitation, whether any stamp duty, stamp duty reserve tax, excise, severance, sales, use, transfer, documentary or any other similar tax, duty or charge may be imposed, levied, collected, withheld or assessed by any government, applicable tax authority or jurisdiction on the acquisition, holding, transfer or disposal of CDIs by any investor). Whilst your attention is drawn to the section entitled 'Taxation', the tax consequences for each investor in CDIs can be different. Therefore, you should consider consulting with a tax adviser as to their specific consequences, including, in particular, whether United Kingdom stamp duty reserve tax will be payable on transfers of CDIs in uncertificated form within CREST.

TAXATION

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1. General taxation information

The information provided below does not purport to be a complete overview of tax law and practice currently applicable to the Securities. Transactions involving Securities (including purchases, transfers, exercises, cancellations and/or redemptions), the accrual or receipt of any interest, coupon or premium payable on the Securities, the delivery of any entitlement and the death of a holder of any Security may have tax consequences for investors which may depend, amongst other things, upon the tax residence and/or status of the investor. Investors are therefore advised to consult their own tax advisers as to the tax consequences of transactions involving Securities and the effect of any tax laws in any jurisdiction in which they may be tax resident or otherwise liable to tax. In particular, no representation is made as to the manner in which payments under the Securities would be characterised by any relevant taxing authority.

The following overviews do not consider the tax treatment of payments or deliveries in respect of Underlying Assets. The taxation provisions applicable to such items may be different (and in some cases significantly different) from those described in the overview below.

Purchasers and/or sellers of Securities may be required to pay stamp taxes and other charges in addition to the issue price or purchase price (if different) of the Securities and in connection with the transfer or delivery of any Underlying Asset.

Investors are referred to General Condition 6.12 (*Taxes, Exercise Price, Settlement Expenses and conditions to settlement*) and General Condition 7 (*Settlement*).

Terms defined in the sections below are defined for the purpose of the relevant section only.

2. United Kingdom taxation

The comments below are of a general nature based on current United Kingdom tax law and HM Revenue & Customs ("**HMRC**") published practice and are an overview of the understanding of the Issuer of current law and practice in the United Kingdom relating only to certain aspects of United Kingdom taxation. They are not intended to be exhaustive. They relate only to persons who are the beneficial owners of Securities and do not apply to certain classes of taxpayers (such as persons carrying on a trade of dealing in Securities, certain professional investors and persons connected with the Issuer) to whom special rules may apply.

Investors who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

2.1 **Withholding tax**

(a) **Payments of interest by the Issuer only**

The Issuer, provided that it continues to be a bank within the meaning of section 991 of the Income Tax Act 2007 (the "**Act**"), and provided that the interest on Securities is paid in the ordinary course of its business within the meaning of section 878 of the Act, will be entitled to make payments of interest without withholding or deduction for or on account of United Kingdom tax.

(b) **Payments of interest in respect of Securities which are listed on a recognised stock exchange**

Payments of interest under Securities may be made without withholding or deduction for or on account of United Kingdom tax if they constitute 'quoted Eurobonds'. Securities will constitute quoted Eurobonds, provided that such Securities carry a right to interest, and are and remain either:

(i) listed on a 'recognised stock exchange' (designated as such by HMRC), as defined in section 1005 of the Act. Securities will satisfy this requirement if they are admitted to trading on the relevant recognised stock exchange, and are (in the case of the UK) included in the Official List of the UK Listing Authority or (in a country outside the UK where there is a recognised stock exchange) are officially listed in accordance with provisions corresponding to those generally applicable in the EEA or the UK; or

(ii) admitted to trading on a multilateral trading facility (as defined by Article 4.1.22 of Directive 2014/65/EU) operated by an EEA-regulated recognised stock exchange. A recognised stock exchange (designated as such by HMRC) regulated in the EEA or the UK will be an 'EEA-regulated recognised stock exchange'.

HMRC may designate certain exchanges as recognised stock exchanges. The Irish Stock Exchange trading as Euronext Dublin is a recognised stock exchange, and securities listed on its main market meet the definition of 'listed'. The Luxembourg Stock Exchange is a recognised stock exchange, and securities listed on its main market meet the definition of 'listed'.

Provided, therefore, that Securities are and remain so listed, interest on such Securities will be payable without withholding or deduction for or on account of United Kingdom tax whether or not the Issuer carries on a banking business in the United Kingdom and whether or not the interest is paid in the ordinary course of its business.

(c) **Payments of interest to certain holders**

Interest on Securities may also be paid without withholding or deduction for or on account of United Kingdom tax where, at the time the payment is made, the Issuer reasonably believes that either:

(i) the person beneficially entitled to the interest payable on such Securities is within the charge to United Kingdom corporation tax as regards the payment of such interest; or

(ii) the payment is made to one of the classes of exempt bodies or persons set out in section 936 of the Act,

provided that HMRC has not given a direction (in circumstances where it has reasonable grounds to believe that such payment of interest will not be an 'excepted

payment' at the time the payment is made) that the interest should be paid under deduction of tax.

(d) **Securities with a maturity of less than 365 calendar days**

Interest on Securities having a maturity of less than one year from the date of issue and which are not issued under arrangements, the effect of which is to render such Securities part of a borrowing with a total term of a year or more, may also be paid without deduction for or on account of United Kingdom income tax.

(e) **Qualifying private placement**

Additionally, certain holders of unlisted Securities might be able to benefit (assuming all the relevant conditions have been met) from the United Kingdom's qualifying private placement regime to ensure that there is no United Kingdom tax withheld on payments of interest on such unlisted Securities.

(f) **Other withholdings**

In other cases, an amount may have to be withheld from payments of interest on Securities for or on account of United Kingdom income tax at the basic rate, subject to the availability of other exemptions or reliefs or to any direction to the contrary from HMRC in respect of such relief as may be available under an applicable double taxation treaty.

In addition, an amount for or on account of United Kingdom income tax at the basic rate may have to be withheld on payments on Securities where such payments do not constitute interest for United Kingdom tax purposes but instead constitute either annual payments or, in the case of Securities which are capable of physical settlement, manufactured payments for United Kingdom tax purposes, in each case subject to the availability of exemptions (which will differ from those set out above) or reliefs or subject to any direction to the contrary from HMRC in respect of such relief as may be available under an applicable double taxation treaty.

(g) **Interpretation**

The references to 'interest' above mean 'interest' as understood in United Kingdom tax law and in particular any premium element of the redemption amount of any Securities redeemable at a premium may constitute a payment of interest subject to the withholding tax provisions discussed above. In certain cases, the same could be true for amounts of discount where Securities are issued at a discount. The statements above do not take any account of any different definitions of 'interest' or 'principal' which may prevail under any other law or which may be created by the terms and conditions of the Securities or any related documentation.

2.2 **United Kingdom Stamp Duty and Stamp Duty Reserve Tax ("SDRT")**

(a) **Issue**

No UK stamp duty or SDRT should generally be payable on the issue of Securities save that SDRT at 1.5% may be payable on an issue of Securities where all three of the conditions in (i), (ii) and (iii) below are met:

(i) the Securities do not constitute exempt loan capital (see below);

(ii) the Securities are not covered by Article 5(2) of the Capital Duties Directive (Council Directive 2008/7/EC); and

(iii) the Securities are issued to an issuer of depositary receipts or a clearance service (or their nominees).

Securities will constitute 'exempt loan capital' if the Securities constitute 'loan capital' (as defined in section 78 Finance Act 1986) and do not carry (and in the case of (ii)-(iv) below have never carried) any one of the following four rights:

(i) a right for the holder of the securities to opt for conversion into shares or other securities or to acquire shares or other securities, including loan capital of the same description;

(ii) a right to interest the amount of which exceeds a reasonable commercial return on the nominal amount of the capital;

(iii) a right to interest the amount of which falls or has fallen to be determined to any extent by reference to the results of, or of any part of, a business or to the value of any property; or

(iv) a right on repayment to an amount which exceeds the nominal amount of the capital and is not reasonably comparable with what is generally repayable (in respect of a similar nominal amount of capital) under the terms of issue of loan capital listed in the Official List of the London Stock Exchange.

(b) **Transfer of Securities**

Transfers of interests in Securities held through a clearance service do not attract UK stamp duty or SDRT provided that no section 97A election has been made.

Where Securities do not comprise exempt loan capital and are not held through a clearance service, then:

(i) agreements to transfer such Securities may attract SDRT at 0.5 per cent of the chargeable consideration; and

(ii) stamp duty at 0.5 per cent may also arise in respect of any document transferring any such Securities.

However, where a liability to stamp duty is paid within six years of a liability to SDRT arising the liability to SDRT will be cancelled or repaid as appropriate.

(c) **Redemption or Settlement of Securities**

If the Securities are capable of physical settlement then stamp duty or SDRT at 0.5 per cent may arise on physical settlement of the Securities in certain cases. Where such stamp duty or SDRT is payable, it may be charged at the higher rate of 1.5 per cent if settlement is by the transfer of the relevant property to a depositary receipts system or clearance service.

(d) **Clearance services**

For these purposes, the clearing systems run by Euroclear Bank and Clearstream Luxembourg constitute a 'clearance service' however the CREST system run by Euroclear UK & Ireland does not.

3. **United States taxation of non-US holders**

The following is an overview of certain of the material US federal income tax consequences of the acquisition, ownership and disposition of Securities by a non-US holder that has no connection with the United States other than owning Securities. For purposes of this section, a "**non-US holder**" is a beneficial owner of Securities that is: (i) a non-resident alien individual for US federal income tax purposes; (ii) a foreign corporation for US federal income tax purposes; or (iii) an estate or trust the income of which is not subject to US federal income tax on a net income basis. If you are an investor that is not a non-US holder, you should consult your tax adviser with regard to the US federal income tax treatment of an investment in

Securities. In addition, this section does not apply to Securities that have a term of 30 years or more or that have no term.

This overview is based on interpretations of the Internal Revenue Code of 1986, as amended (the "**Code**"), Treasury regulations issued thereunder, and rulings and decisions currently in effect (or in some cases proposed), all of which are subject to change. Any of those changes may be applied retroactively and may adversely affect the US federal income tax consequences described herein. Persons considering the purchase of Securities should consult their own tax advisers concerning the application of US federal income tax laws to their particular situations as well as any consequences of the purchase, beneficial ownership and disposition of Securities arising under the laws of any other taxing jurisdiction.

PROSPECTIVE PURCHASERS OF SECURITIES SHOULD CONSULT THEIR TAX ADVISERS AS TO THE US FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF SECURITIES.

3.1 **US federal tax treatment of non-US holders**

In general and subject to the discussion in the following paragraphs, payments on the Securities to a non-US holder that has no connection with the United States other than holding Securities and gain realised on the sale, exchange, redemption or other disposition of the Securities by a non-US holder generally will not be subject to US federal income or withholding tax, provided the non-US holder complies with any applicable tax identification and certification requirements.

It is possible that Securities that do not guarantee a return of principal ("**Non-Principal-Protected Securities**") could be treated as forward or derivative contracts for US federal income tax purposes. The IRS released a notice in 2007 that may affect the taxation of non-US holders of Non-Principal-Protected Securities. According to the notice, the IRS and the Treasury Department are actively considering whether, among other issues, the holder of instruments such as Non-Principal-Protected Securities should be required to accrue ordinary income on a current basis. It is not possible to determine what guidance they will ultimately issue, if any. It is possible, however, that under such guidance, non-US holders of such Securities will ultimately be required to accrue income currently and that non-US holders of such Securities could be subject to withholding tax on deemed income accruals and/or other payments made in respect of such Securities. In addition, alternative treatments of Non-Principal-Protected Securities are possible under US federal income tax law. Under one such alternative characterisation, it is possible that an investor could be treated as owning the Underlying Asset of such Securities.

In the case of Securities that are linked to one or more assets characterised as 'US real property interests' (as such term is defined in section 897(c) of the Code), non-US holders of Securities may be subject to special rules governing the ownership and disposition of US real property interests. Prospective non-US holders of Securities should consult their own tax advisers regarding the possible alternative treatments of the Securities.

Under section 871(m) of the Code and regulations thereunder ("**Section 871(m)**"), actual or deemed payments on financial instruments that reference one or more US corporations may be treated as 'dividend equivalent' payments that are subject to US withholding tax at a rate of 30 per cent. Generally, a 'dividend equivalent' is a payment that is directly or indirectly contingent upon a US source dividend or is determined by reference to a US source dividend, including a payment that implicitly takes into account such a dividend. For financial instruments issued on or after 1 January 2017 but prior to 1 January 2023, regulations and guidance under Section 871(m) provide that dividend equivalent payments will be subject to withholding if the instrument has a 'delta' of one with respect to either an underlying US stock or a US stock component of an underlying index or basket. For financial instruments issued on or after 1 January 2023, regulations and guidance under Section 871(m) provide that dividend equivalent payments on (1) a 'simple' financial instrument that has a delta of 0.8 or greater with respect to an underlying US stock or a US stock component of an underlying index or basket and (2) a 'complex' financial instrument that meets the 'substantial equivalence' test

with respect to an underlying US stock or a US stock component of an underlying index or basket, will be subject to withholding tax under Section 871(m). An issue of Securities that references an index or basket that is treated as a 'qualified index' will not be subject to withholding under Section 871(m), even if such Securities meet, as applicable, the delta or substantial equivalence test. In general, a qualified index is a diverse, passive, and widely used index that satisfies the technical requirements prescribed by regulations.

The delta of a financial instrument generally is defined as the ratio of the change in the fair market value of the instrument to a small change in the fair market value of the number of shares of the underlying US corporation, determined either as of the pricing or issue date of the instrument, in accordance with applicable regulations. A financial instrument generally will be treated as having a delta of one if it provides for 100 per cent participation in all of the appreciation and depreciation of one or more underlying US stocks. Very broadly, the substantial equivalence test analyses whether a financial instrument has a correlation to the applicable underlying US stock that is at least as great as that of a simple financial instrument with a delta of at least 0.8.

The Final Terms will indicate if the Issuer has determined that the particular issue of Securities is expected to be subject to withholding under Section 871(m). Any determination by the Issuer on the application of Section 871(m) to a particular Security generally is binding on non-US holders, but is not binding on the IRS. The Section 871(m) regulations require complex calculations to be made with respect to Securities referencing shares of US corporations and their application to a specific issue of Securities may be uncertain. Accordingly, even if the Issuer determines that a Security is not subject to Section 871(m), the IRS could assert that the non-US holder is liable for Section 871(m) tax in respect of such Security, including where the IRS concludes that the delta or substantial equivalence with respect to the Security was determined more than 14 days prior to the Security's issue date.

In addition, a Security may be treated as reissued for purposes of Section 871(m) upon a significant modification of the terms of the Security. In certain circumstances, a rebalancing or adjustment to the components of an underlying index or basket may result in the deemed reissuance of the Security, in particular where the rebalancing or adjustment is made other than pursuant to certain defined rules, or involves the exercise of discretion. In that case, a Security that was not subject to withholding under Section 871(m) at issuance may become subject to withholding at the time of the deemed reissuance. In addition, a Security that in isolation is not subject to Section 871(m) may nonetheless be subject to Section 871(m) if the non-US holder has engaged, or engages, in other transactions in respect of an underlying US stock or component of an underlying index or basket. In such situations, such non-US holders could be subject to Section 871(m) tax even if the Issuer does not withhold in respect of the Security. Further, a non-US holder may be required, including by custodians and other withholding agents with respect to the Security, to make representations regarding the nature of any other positions with respect to US stock directly or indirectly referenced (including components of any index or basket) by such Security. A non-US holder that enters, or has entered, into other transactions in respect of a US stock, component of an underlying index or basket, or the Securities should consult its own tax adviser regarding the application of Section 871(m) to the Securities and such other transactions.

If an issue of Securities is determined to be subject to US withholding tax under Section 871(m), information regarding the amount of each dividend equivalent, the delta of the Securities, the amount of any tax withheld and deposited, the estimated dividend amount (if applicable), and any other information required under Section 871(m), will be provided, communicated, or made available to non-US holders in a manner permitted by applicable regulations. Withholding on payments will be based on actual dividends on the underlying US stock or, if otherwise notified by the Issuer in accordance with applicable regulations, on estimated dividends used in pricing the Securities. Where an issue of Securities that references estimated dividend amounts also provides for any additional payments to reflect actual dividends on the underlying US stock, withholding tax will also apply to any additional payments.

If the Issuer determines that a Security is subject to withholding under Section 871(m), it will withhold tax in respect of the actual (or estimated, as described above) dividends that are paid

on the underlying US stock. In addition, US tax may be withheld on any portion of a payment or deemed payment (including, if appropriate, the payment of the purchase price) that is a dividend equivalent. Such withholding may occur at the time a dividend is paid on the relevant US stock (or, in certain cases, at the close of the quarter upon which the dividend is paid). Upon remitting the taxes withheld to the IRS, any increase in value of the relevant asset, index or basket or distributions to a Holder in respect of a dividend equivalent will reflect the amount of the dividend net of the withholding described above.

Other than in very limited circumstances described below, the rate of any withholding generally will not be reduced even if the non-US holder is otherwise eligible for a reduction under an applicable treaty, although the non-US holder may be able to claim a refund for any excess amounts withheld by filing a US tax return. However, non-US holders may not receive the necessary information to properly claim a refund for any withholding in excess of the applicable treaty-based amount. In addition, the IRS may not credit a non-US holder with withholding taxes remitted in respect of its Security for purposes of claiming a refund. Finally, a non-US holder's resident tax jurisdiction may not permit the holder to take a credit for US withholding taxes related to the dividend equivalent amount. For certain issues of Securities that are subject to withholding under Section 871(m), if the Issuer determines in its sole discretion that it is able to make payments at a reduced rate of withholding under an applicable treaty, a non-US holder eligible for treaty benefits may be able to claim such a reduced rate. To claim a reduced treaty rate for withholding, a non-US holder generally must provide a valid IRS Form W-8BEN, IRS Form W-8BEN-E, or an acceptable substitute form on which the non-US holder certifies, under penalty of perjury, its status as a non-U.S. Person and its entitlement to the lower treaty rate. However, there can be no assurances that the Issuer will be able to make payments on a Security at a reduced rate of withholding, even where a non-US holder furnishes the appropriate certification. Where the Issuer has determined that an issue of Securities is subject to withholding under Section 871(m), the Final Terms will indicate whether the Issuer intends to withhold at the rate of 30 per cent without regard to any reduced rate that may apply under a treaty or if the rate of withholding tax may be subject to reduction under an applicable treaty. In any case where withholding applies, the Issuer will not pay any additional amounts with respect to amounts withheld. Non-US holders should consult with their tax advisers regarding the application of Section 871(m) to their Securities.

3.2 **Foreign Account Tax Compliance Withholding**

Under FATCA (as defined below) the Issuer (and any intermediary in the chain of payment) may require each holder of a Security to provide certifications and identifying information about itself and certain of its owners. The failure to provide such information, or the failure of certain non-US financial institutions to comply with FATCA, may compel the Issuer (or an intermediary) to withhold a 30 per cent tax on payments to such holders and neither the Issuer nor any other person will pay any additional amounts with respect to such withholding. FATCA withholding on "foreign passthru payments" would begin no earlier than the date that is two years after the date on which final U.S. Treasury regulations defining foreign passthru payments are published. US-source payments are currently subject to FATCA withholding. US-source payments generally should be limited to dividend equivalent payments and interests in 'US real property interests' (although there can be no assurance the IRS may not seek to treat other payments that reference US securities as US-source income). "**FATCA**" means sections 1471 through 1474 of the Code, any final current or future regulations or official interpretations thereof, any agreement entered into pursuant to section 1471(b) of the Code, or any US or non-US fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code.

Investors should be aware that the effective date for withholding on "foreign passthru payments" above reflects recently proposed U.S. Treasury regulations ("**Proposed FATCA Regulations**") which delay the effective date for withholding on foreign passthru payments. The Proposed FATCA Regulations also eliminate FATCA withholding on gross proceeds from, or final payments, redemptions, or other principal payments made in respect of, the disposition of an instrument that may produce U.S. source interest or dividends. The discussion above assumes that the Proposed FATCA Regulations will be finalised in their current form.

No Gross Up

The Issuer will not make any additional payments to holders of Securities to compensate them for any taxes withheld in respect of FATCA or any US withholding or other tax, including without limitation, in respect of dividends, dividend equivalent payments, and direct and indirect interests in US real property.

4. Belgian taxation

The following overview describes the principal Belgian tax considerations with respect to the holding of Securities obtained by an investor in Belgium. This information is of a general nature based on the description of the Securities in the Conditions 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 or to dispose of the Securities. In some cases, different rules can be applicable taking into account the Final Terms. This overview is based on Belgian tax legislation, treaties, rules, and administrative interpretations and similar documentation, in force as of the date of the publication of this Base Prospectus, without prejudice to any amendments introduced at a later date, even if implemented with retroactive effect. Unless expressly stated otherwise, this overview does not describe the tax consequences for a Holder of Securities that are redeemable in exchange for, or convertible into, shares or other underlying assets, or of the exercise, settlement or redemption of such Securities.

Each investor should consult a professional adviser with respect to the tax consequences of an investment in the Securities, taking into account the Final Terms and taking into account the influence of each regional, local, federal or national law.

4.1 Belgian withholding tax and Belgian income tax

(a) Tax rules applicable to natural persons resident in Belgium

Individuals who are Belgian residents for tax purposes, i.e. individuals subject to the Belgian individual income tax (*Personenbelasting/Impôt des personnes physiques*) and who hold the Securities as a private investment, are subject to the following tax treatment in Belgium with respect to the Securities. Other tax rules apply to Belgian resident individuals holding the Securities not as a private investment but in the framework of their professional activity or when the transactions with respect to the Securities fall outside the scope of the normal management of their own private estate or are speculative in nature.

Under Belgian tax law, 'interest' income includes: (i) periodic interest income; (ii) any amount paid by the Issuer in excess of the Issue Price; and (iii) only if the Securities qualify as 'fixed income securities' (in the meaning of Article 2, §1, 8° Belgian Income Tax Code), in the case of a realisation of the Securities between two interest payment dates, the pro rata interest accrued during the holding period. In general, Securities are qualified as 'fixed income securities' if there is a causal link between the amount of interest income and the holding period of the security, on the basis of which it is possible to calculate the amount of pro rata interest income at the moment of the sale of the Securities during their lifetime. Based on its circular letter of 25 January 2013 on the tax treatment of income of structured securities, the Belgian tax administration also considers any other securities whose return is uncertain due to a link with the performance of underlying products or values as fixed income securities. There is therefore a possibility that the Belgian tax authorities will want to characterise the derivative Securities whose return is linked to the performance of the Underlying Assets as fixed income securities, even though it is debatable whether this is in line with Belgian tax legislation.

Payments of interest on the Securities which qualify as interest (as defined above under (i) and (ii)) and which are made through a paying agent or other financial intermediary 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). The Belgian withholding tax constitutes the final income tax for Belgian

resident individuals. This means that they do not have to declare the interest obtained on the Securities in their personal income tax return, provided withholding tax was effectively levied on these interest payments. They may nevertheless elect to declare interest in respect of the Securities in their personal income tax return if that would be more beneficial from a tax perspective.

If the interest is paid outside of Belgium without the intervention of a Belgian paying agent or other financial intermediary, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return.

Interest income which is declared in the annual personal income tax return will in principle be taxed at a flat rate of 30 per cent (or at the relevant progressive personal tax rate(s) taking into account the taxpayer's other declared income, whichever is more beneficial). If the interest payment is declared, any Belgian withholding tax retained may be credited and any excess will normally be refundable.

Capital gains realised upon the sale of the Securities are in principle tax exempt, except if the capital gains are realised outside the scope of the management of one's private estate or are speculative in nature or except to the extent that the capital gains qualify as interest (as defined above). Capital losses are in principle not tax deductible.

(b) **Belgian resident corporations**

Corporations that are Belgian residents for tax purposes, i.e. corporations subject to Belgian corporate income tax (*Vennootschapsbelasting/Impôt des sociétés*), are subject to the following tax treatment in Belgium with respect to the Securities.

Interest derived by Belgian corporate investors on the Securities and capital gains realised on the disposal or settlement of the Securities will in principle be subject to Belgian corporate income tax at the ordinary rate of 25 per cent., applicable as from assessment year 2021 for taxable periods starting on (or after) 1 January 2020. Small and medium-sized companies are taxable – subject to conditions – as from assessment year 2021 (taxable periods starting on or after 1 January 2020) at the reduced corporate tax rate of 20 per cent. for the first EUR 100,000 of taxable profits. Capital losses are in principle tax deductible.

Payments of interest (as defined in the section *'Tax rules applicable to natural persons resident in Belgium*') on the Securities made through a paying agent or other financial intermediary 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). The Belgian withholding tax that has been levied is creditable and refundable in accordance with the applicable legal provisions. Any non-Belgian withholding tax could form the object of a Belgian foreign tax credit.

However, interest payments on the Securities (except Securities which provide for the capitalisation of interest) made through a paying agent or other financial intermediary in Belgium can under certain circumstances be exempt from withholding tax, provided a special affidavit is delivered.

(c) **Other Belgian legal entities**

Legal entities that are Belgian residents for tax purposes, i.e. that are subject to Belgian tax on legal entities (*Rechtspersonenbelasting/Impôt des personnes morales*), are subject to the following tax treatment in Belgium with respect to the Securities.

Payments of interest (as defined in (i) and (ii) in the section '*Tax rules applicable to natural persons resident in Belgium*') on the Securities made through a paying agent or other financial intermediary 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, i.e. without the intervention of a Belgian paying agent or other financial intermediary and without deduction of the Belgian withholding tax, the legal entity itself is liable to declare the interest to the

Belgian tax administration and to pay the 30 per cent. withholding tax to the Belgian treasury.

Capital gains realised on the Securities are in principle tax exempt, except to the extent the capital gains qualify as interest (as defined in the section *'Tax rules applicable to natural persons resident in Belgium'*). Capital losses on the Securities are in principle not tax deductible.

(d) **Organisation for Financing Pensions**

Belgian pension fund entities that have the form of an Organisation for Financing Pensions ("**OFP**") are subject to Belgian corporate income tax (*Vennootschapsbelasting/Impôt des sociétés*). OFPs are subject to the following tax treatment in Belgium with respect to the Securities.

Interest derived on the Securities and capital gains realised on the Securities will not be subject to Belgian corporate income tax in the hands of OFPs. Capital losses incurred by OFPs on the Securities will not be tax deductible. Any Belgian withholding tax that has been levied is creditable and refundable in accordance with the applicable legal provisions.

(e) **Non-residents of Belgium**

The interest income on the Securities paid to a non-resident investor outside of Belgium, i.e. without the intervention of a paying agent or other financial intermediary in Belgium, is not subject to Belgian withholding tax. Interest income (as defined in (i) and (ii) in the section *'Tax rules applicable to natural persons resident in Belgium*') on the Securities paid through a Belgian paying agent or other financial intermediary will in principle be subject to a 30 per cent Belgian withholding tax, unless the Holder is resident in a country with which Belgium has concluded a double taxation agreement which is in effect and delivers the requested affidavit.

Non-resident Holders that have not allocated the Securities to business activities in Belgium can also obtain an exemption of Belgian withholding tax on interest if the interest is paid through a Belgian credit institution, a Belgian stock exchange company or a licensed Belgian clearing or settlement institution and provided that the non-resident (i) is the full legal owner or usufruct Holder of the Securities, (ii) has not allocated the Securities to business activities in Belgium and (iii) delivers an affidavit confirming his non-resident status and the fulfilment of conditions (i) and (ii).

Non-resident Holders using the Securities to exercise a professional activity in Belgium through a permanent establishment are subject to the same tax rules as the Belgian resident corporations (see above). Non-resident Holders who do not allocate the Securities to a professional activity in Belgium are not subject to Belgian income tax, save, as the case may be, in the form of withholding tax.

4.2 **Belgian tax on stock exchange transactions and tax on repurchase transactions**

A stock exchange tax (*Taks op de beursverrichtingen/Taxe sur les opérations de bourse*) will be levied on the acquisition and disposal of the Securities for consideration on the secondary market executed through a professional intermediary in Belgium or if the order is transmitted directly or indirectly to a financial intermediary established outside of Belgium by either a physical person with normal residence in Belgium or by a legal person for the account of a seat or establishment located in Belgium. The tax is due separately from each party to any such transaction, i.e. the seller (transferor) and the purchaser (transferee), and in both cases collected by the professional intermediary. Where the intermediary is established outside of Belgium, the tax will be due by the party giving the order, save where evidence is provided that the tax has already been paid. The tax rate is in principle 0.12 per cent for debt securities (bonds) with a maximum amount of EUR 1,300 per transaction and per party and 0.35 per cent. for other securities with a maximum of EUR 1,600 per transaction and per party.

A tax on repurchase transactions (*Taks op de reporten/Taxe sur les reports*) at the rate of 0.085 per cent., subject to a maximum of EUR 1,300 or 1,600 per party and per transaction, will be due from each party to any such transaction entered into or settled in Belgium in which a professional intermediary for stock transactions acts for either party.

However, the tax on stock exchange transactions and the tax on repurchase transactions referred to above will not be payable by exempt persons acting for their own account, including non-residents (subject to certain formalities) and certain Belgian institutional investors, as defined in Articles 126-1.2 and 139 of the Code of various duties and taxes (*Wetboek diverse rechten en taksen/Code des droits et taxes divers*).

4.3 **Belgian tax on securities accounts**

A new annual tax on securities accounts (Taks op de effectenrekeningen/Taxe sur les comptes-titres) held by resident and non-resident individuals took effect on 10 March 2018. The law of 7 February 2018 introduced a 0.15 per cent. tax on the individual's share in the average value of taxable securities (including, but not limited to, listed and unlisted bonds) held on securities accounts, if that individual's share in the relevant reference period represents EUR 500,000 or more. The reference period is a period of 12 consecutive months starting on 1 October and ending on 30 September of the following year.

However, on 17 October 2019, the Belgian Constitutional Court decided that the tax on securities accounts is unconstitutional. The Belgian Constitutional Court annulled the tax with effect from 1st October 2019. The annulment is generally binding as from the date of publication in the Belgian State Gazette, i.e. on 5th November 2019

4.4 **Belgian estate and gift tax**

(a) **Individuals resident in Belgium**

An estate tax is levied on the value of the Securities transferred as part of a Belgian resident's estate.

Gifts of Securities in Belgium are subject to gift tax, unless the gift is made by way of a purely physical delivery of Bearer Securities (if any) or otherwise without written evidence of the gift being submitted to the Belgian Tax Administration for registration purposes. However, estate taxes on donated Securities are avoided only if a person can demonstrate that the gift (not subject to gift tax) occurred more than three (to be extended to four in the Flemish Region) years preceding the death of the grantor.

(b) **Individuals not resident in Belgium**

There is no Belgian estate tax on the transfer of Securities on the death of a Belgian non-resident.

Gifts of Securities in Belgium are subject to gift tax, unless the gift is made by way of a purely physical delivery of Bearer Securities (if any) or otherwise without written evidence of the gift being submitted to the Belgian Tax Administration for registration purposes.

5. **Danish taxation**

The following is an overview description of the taxation in Denmark of Securities according to the Danish tax laws in force at the date of this Base Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following overview does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of Securities and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as professional dealers in securities) may be subject to special rules. Investors are, in all circumstances, strongly recommended to contact their own tax adviser to clarify the individual consequences of their investment, holding and

disposal of Securities. The Issuer makes no representations regarding the tax consequences of purchase, holding or disposal of the Securities.

The comments in the following apply only to (i) Danish resident investors, and (ii) investors who have a permanent establishment in Denmark to which the Securities can be attributed.

5.1 **Withholding tax**

When the Issuer is not a Danish tax resident person, Denmark does not levy withholding tax on payments on Securities.

5.2 **Taxation of Securities in General**

(i) *Individual investors resident in Denmark*

Securities held by individual investors who are resident in Denmark for Danish tax purposes may fall within two categories depending on whether the interest rate and/or the principal is adjusted according to certain reference assets.

For tax purposes a distinction is made between

(a) Securities comprised by section 29, subsection 3 of the Capital Gains Act (*kursgevinstloven*) which means Securities that are adjusted in accordance with price development on securities, goods, indices, or assets etc. as long as the price development can be subject to a financial contract, whether this is in the form of an adjustment of the principal or other payments under the Securities and whether or not the Securities are fully or only partially adjusted in accordance therewith; and

(b) other Securities, including Securities linked solely to the development in a foreign currency and certain consumer price or net price indices.

Whether the Exercisable Certificates are comprised by section 29, subsection 3 is dependent on whether the sums transferred pursuant to the certificates are either 1) determined at the time the contract is entered into or 2) the criteria on which basis the sums are determined are objective and do not entail a substantial uncertainty regarding the size of sums to be transferred.

To the extent gains and losses are included in the taxable income of the investor, they will be taxable as capital income.

Capital income is taxed at a rate of up to 42 per cent (2020). Income taxable as interest is taxed as capital income in the income year in which it falls due.

Securities not subject to section 29, sub-section 3 of the Capital Gains Tax Act (kursgevinstloven)

Gains and losses on Securities issued that are not subject to section 29, sub-section 3 of the Capital Gains Tax Act, are included in the calculation of capital income. However, an immateriality threshold will apply to the effect that net gains and losses on (i) receivables not taxable according to section 29, sub-section 3 of the Capital Gains Tax Act, debt in currency other than Danish kroner ("**DKK**") cf. section 23 of said Act and, (ii) certain units in certain types of investment funds comprised by section 22 of the Act on Capital Gains on Shares Tax Act (*aktieavancebeskatningsloven*), below DKK 2,000 per year will not be included in the taxable income. Furthermore, tax deductibility of losses realised on Securities which are traded on a regulated market is subject to the Danish tax authorities having been notified of the acquisition of the Notes or Certificates as further outlined in section 15 of the Capital Gains Tax Act. Furthermore, losses realised on Securities on which Denmark, pursuant to a tax treaty, is prevented from taxing interest or gains will not be deductible.

The Securities are taxed upon realisation, i.e. redemption or disposal. Gains and losses are calculated in DKK as the difference between the acquisition sum and the value at realisation.

For individuals holding Securities as part of their trade, if an original issue of Securities and a new issue of Securities are listed under the same ID code, the acquisition sum for all such Securities is calculated on an average basis. Furthermore, if an original and a new issue of Securities, issued by the same issuer, are not listed under the same ID code, but denominated in the same foreign currency, the acquisition sum for all such Securities is calculated on an average basis, provided that the issues are identical. Issues are as a general rule deemed identical if the currency, interest and term are identical.

Individuals not holding Securities as part of their trade use the First-in, First-Out principle when calculating the gain on the Securities.

As per March 2015, individuals may elect to apply a mark-to-market principle for all receivables (including the Securities) traded on a regulated market and/or currency exchange gains and losses on receivables and debt (including the Securities) denominated in other currency than Danish kroner (DKK). Once the mark-to-market principle is elected, a change back to the realisation principle requires approval from the Danish tax authorities. Under the mark-to-market principle, a gain or a loss is calculated as the difference between the value of the Securities at beginning and the end of the income year, beginning with the difference between the acquisition sum of the Securities and the value of the Securities at the end of the same income year. Upon realisation of the Securities, i.e. redemption or disposal, the taxable income of that income year equals the difference between the value of the Securities at the beginning of the income year and the value of the Securities at realisation. If the Securities has been acquired and realised in the same income year, the taxable income equals the difference between the acquisition sum and the value at realisation.

Securities subject to section 29, sub-section 3 of the Capital Gains Tax Act

Gains on Securities that are subject to section 29, sub-section 3 of the Capital Gains Tax Act are included in the calculation of capital income. Losses on such Securities can be deducted in gains on financial contracts according to certain rules, see below. The said section 29, sub-section 3 can be summarised as follows:

Securities that are wholly or partly adjusted according to development in prices and other reference relevant to securities and other assets, provided that the development can be subject to a financial contract, are treated as financial contracts and as such the income is calculated using the mark-to-market principle as described above. Certain exceptions apply with respect to Securities adjusted according to the development of certain official indexes within the EU.

Certain restrictions on the deductibility of losses apply to financial contracts, under which the net loss on financial contracts in an income year can only be deducted to the extent the net loss does not exceed the net gains on financial contracts in previous income years (after 2002). Financial contracts in this context comprise put options, call options and forward contracts separately taxable as well as claims taxable as financial contracts in section 29, sub-section 3 of the Capital Gains Tax Act, but excluding claims where the first creditor has acquired the claim before 4 May 2005. Any remaining net loss (not deducted) can be offset in net gains obtained by a spouse in the same income year.

Losses not deducted in one income year can be carried forward indefinitely to be set off against net gains on financial contracts of the following income years for the taxpayer and spouse.

Further losses can be set off against gains realised on shares traded on a regulated market if the financial contract solely entails a right or an obligation to purchase or sell

shares or is based on a share index and if the underlying shares or the shares that the index is based on are traded on a regulated market. Such losses can also be deducted in the income of a spouse, subject to the conditions above.

Individual investors who are subject to the special business tax regime (*Virksomhedsskatteordningen*) may invest in the Securities comprised by section 29, sub-section 3 of the Capital Gains Tax Act within the said tax regime, in section 1, sub-section 2 of the Business Tax Regime Act (*Virksomhedsskatteloven*). Gains and losses on Securities that are deemed to have relation to the business are included when calculating the annual taxable income of the business. A gain or a loss is calculated according to the abovementioned rules. Income taxable as interest is taxed in the income year in which it accrues. Gains and interest that form part of an annual profit that remains within the tax regime, set out in section 10, sub-section 2 of the Business Tax Regime Act is subject to a provisional tax of currently 22 per cent.

(ii) *Pension funds and life insurance companies*

Income on securities held by individual pension fund schemes as well as by multi-employer occupational pension funds or mutual insurance companies are taxed under the rules of the Pension Yield Taxation Act (*Pensionsafkastbeskatningsloven* or "**PAL**", the "**PAL tax**").

The calculation of the tax base as well as the payment of the tax on securities held by individual pension funds are handled by the bank managing the pension funds separately from the other (free) assets of the individual.

Income on securities held by multi-employer occupational pension funds or mutual insurance companies is primarily taxed upon allocation to the individual provisions of the policy holders with a secondary taxation of income allocated to the non-individualised reserves. The same method of calculation of the tax base applies to securities held by life insurance companies. A 15.3 per cent tax rate (2020) is applied to the part of the income allocated to the non-individualised reserves, and a 22 per cent (2020) corporate income tax rate is applied to the income allocated to the equity of the life insurance company.

(iii) *Corporate investors*

Gains and losses on Securities are included in the calculation of taxable income using the mark to market principle. The tax rate is 22 per cent. (2020). Income taxable as interest is taxed in the income year in which it accrues. The mark to market principle applies irrespective of whether the Securities are regarded as structured bonds in accordance with section 29 (3) of the Capital Gains Tax Act (*kursgevinstloven*).

Please refer to the above for a description of the mark to market calculation

Corporate investors holding Securities that are wholly or partly adjusted in accordance with developments in prices of securities and other assets which can be made subject to a derivative, cf. section 29, sub-section 3 of the Capital Gains Tax Act, may not be entitled to deduct losses on such Notes or Certificates when linked to certain types of shares or share indices, and the Notes or Certificates are not held in a professional trading capacity for Danish tax purposes.

(iv) *Securities falling outside the scope of the Capital Gains Tax Act*

Under Danish law, financial instruments in the form of forward or options in a broad sense, are generally governed by the Capital Gains Tax Act. Basically, this entails that gains and losses on the financial instruments (including any premium paid or received) are taxed separately from the underlying asset. Accordingly, the Capital Gains Tax Act does not apply with respect to inter alia Certificates entailing a right to purchase or sell shares (or certain currency exchange contracts in connection with purchase and sale of securities), provided:

- that the financial contract may only be exercised against the actual delivery of the underlying asset in question (and thus not settled in cash or otherwise);
- that the financial contract is not assigned, i.e. the parties to the financial contract remain the same; and
- that no 'reverse financial contracts' have been entered into.

The delivery requirement entails that the entire underlying asset is delivered at maturity. A net share settlement where the amount owed under the financial contract is fulfilled by delivery of the requisite number of shares does not therefore qualify as a 'delivery'.

A significant change to the contract made after conclusion and prior to maturity would be deemed an assignment. An extension at maturity or early unwinding could well be deemed a significant change.

'Reverse financial contracts' are defined as two (or more) contracts where a particular asset is purchased pursuant to one or more contracts and is subsequently sold by the same party pursuant to one or more contracts. From the preparatory work leading to the Act (1997) it may be derived that the crucial point is whether the same party holds both a put and call option. In the affirmative, the put and call are deemed reversed. If one party has a put option and the other a call option, this would not qualify as a reverse situation.

If all three conditions above are fulfilled, the financial contract is not taxed separately as a financial instrument, and only the purchase and sale of the underlying asset as per the terms of the financial contract is taxed. Taxation of the investor will then depend on the type of underlying asset.

6. Dutch taxation

The following summary outlines certain principal Dutch tax consequences of the acquisition, holding, redemption and disposal of Securities, but does not purport to be a comprehensive description of all Dutch tax considerations that may be relevant. For purposes of Dutch tax law, a holder of Securities may include an individual or entity who does not have the legal title of these Securities, but to whom nevertheless the Securities or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Securities or the income thereof. This summary is intended as general information only and each prospective investor should consult a professional tax adviser with respect to the tax consequences of the acquisition, holding, redemption and disposal of Securities.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Document, and it does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Dutch corporate and individual income tax consequences for:

(a) investment institutions (*fiscale beleggingsinstellingen*);

(b) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other Dutch tax resident entities that are not subject to or exempt from Dutch corporate income tax;

(c) holders of Securities holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and holders of Securities of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutorily defined term),

directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of the Issuer or 5% or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit-sharing rights in the Issuer;

(d) persons to whom the Securities and the income therefrom are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*);

(e) entities which are a resident of Aruba, Curacao or Sint Maarten and that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba and the Securities are attributable to such permanent establishment or permanent representative;

(f) individuals to whom Securities or the income there from are attributable to employment activities which are taxed as employment income in the Netherlands; and

For the purpose of the Dutch tax consequences described herein, it is assumed that the Issuer is neither a resident of the Netherlands nor deemed to be a resident of the Netherlands for Netherlands tax purposes nor has a permanent establishment in the Netherlands to which the Securities are attributed.

Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

This summary does not describe the consequences of the exchange or the conversion of the Securities.

6.1 **Dutch Withholding Tax**

All payments made by the Issuer under the Securities may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

6.2 **Corporate and Individual Income Tax**

(a) *Residents of the Netherlands*

If a holder of Securities is a resident of the Netherlands or deemed to be a resident of the Netherlands for Dutch corporate income tax purposes and is fully subject to Dutch corporate income tax or is only subject to Dutch corporate income tax in respect of an enterprise to which the Securities are attributable, income derived from the Securities and gains realised upon the redemption or disposal of the Securities are generally taxable in the Netherlands (at up to a maximum rate of 25%).

If an individual is a resident of the Netherlands or deemed to be a resident of the Netherlands for Dutch individual income tax purposes, income derived from the Securities and gains realised upon the redemption or disposal of the Securities are taxable at the progressive rates (at up to a maximum rate of 49.50%) under the Dutch Income Tax Act 2001, if:

(i) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Securities are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Securities are attributable; or

(ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (a) nor condition (b) above applies to the holder of the Securities, taxable income with regard to the Securities must be determined on the basis of a deemed return on

savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. This deemed return on savings and investments is fixed at a percentage of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a statutory threshold (*heffingvrij vermogen*). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on 1 January. The fair market value of the Securities will be included as an asset in the individual's yield basis. The deemed return percentage to be applied to the yield basis increases progressively depending on the amount of the yield basis. The deemed return on savings and investments is taxed at a rate of 30%.

(b) *Non-residents of the Netherlands*

If a person is neither a resident of the Netherlands nor is deemed to be a resident of the Netherlands for Dutch corporate or individual income tax purposes, such person is not liable to Dutch income tax in respect of income derived from the Securities and gains realised upon the redemption or disposal of the Securities, unless:

(i) the person is not an individual and such person (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or a permanent representative the Securities are attributable, or (2) is, other than by way of securities, entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the Securities are attributable.

This income is subject to Dutch corporate income tax at up to a maximum rate of 25%.

(ii) the person is an individual and such individual (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Securities are attributable, or (2) realises income or gains with respect to the Securities that qualify as income from miscellaneous activities in the Netherlands which include activities with respect to the Securities that exceed regular, active portfolio management, or (3) is, other than by way of securities, entitled to a share in the profits of an enterprise that is effectively managed in the Netherlands and to which enterprise the Securities are attributable.

Income derived from the Securities as specified under (1) and (2) by an individual is subject to individual income tax at progressive rates up to a maximum rate of 49.50%. Income derived from a share in the profits of an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on savings and investments (as described above under "Residents of the Netherlands").

6.3 **Gift and Inheritance tax**

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of the Securities by way of gift by, or on the death of, a holder of Securities, unless:

(i) the holder of the Securities is, or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions; or

(ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands for the purpose of the relevant provisions.

6.4 **Value Added Tax**

In general, no value added tax will arise in respect of payments in consideration for the issue of the Securities or in respect of a cash payment made under the Securities, or in respect of a transfer of Securities.

6.5 Other Taxes and Duties

No registration tax, customs duty, transfer tax, stamp duty, capital tax or any other similar documentary tax or duty will be payable in the Netherlands by a holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the Securities.

7. Finnish taxation

The following overview is applicable to Finnish resident individuals and limited liability companies for the purposes of Finnish domestic tax legislation relating to income and capital gains arising from the Securities issued pursuant to the Programme. The overview does not address tax considerations applicable to holders of Securities that may be subject to special tax rules, including, among others, controlled foreign corporations ("**CFCs**"), non-business carrying entities, income tax-exempt entities or general or limited partnerships. The overview does not cover situations where individuals hold the Securities in the context of business activities or where the Securities are held as current assets (i.e. allocable to the inventory or otherwise held for trading purposes) or as investment or financial assets by a limited liability company or where there are unrealised changes in the values of the Securities. Furthermore, this overview addresses neither Finnish inheritance nor gift tax consequences.

This overview is based on the tax laws of Finland as in effect and applied on the date of this Base Prospectus, and is subject to changes in Finnish law, including changes that could have a retroactive effect. The following overview is not exhaustive and does not take into account or discuss the tax laws of any country other than Finland. It is assumed that the Issuer does not have any permanent establishment in Finland where the Securities would be issued.

Further, the tax treatment of certain categories of the Securities is not in all respects established and is, therefore, to some extent uncertain. In particular, there are no specific tax laws addressing the tax treatment of certificates in Finland, nor is there any court practice specifically available in respect of certificates.

This overview is based on the Finnish Income Tax Act (*Tuloverolaki, 30.12.1992/1535*, as amended), the Finnish Business Income Tax Act (*Laki elinkeinotulon verottamisesta*, 24.6.1968/360, as amended), the Finnish Transfer Tax Act (*Varainsiirtoverolaki*, 29.11.1996/931, as amended) and the Finnish Act on Withholding Tax on Interests (*Laki korkotulon lähdeverosta* 28.12.1990/1341, as amended). In addition, relevant case law, decisions and statements made by the tax authorities as in effect and available on the date of this Base Prospectus have been taken into account.

7.1 Taxation of Finnish tax resident individuals

All capital income of individuals – including capital gains – is currently taxed at a rate of 30 per cent or 34 per cent for capital income exceeding €30,000 annually.

Capital losses are primarily deductible from capital gains arising in the same year. Any capital losses that cannot be used to offset capital gains in the same year can then be applied against other capital income in the same year. Any remaining unused capital losses can finally be carried forward for five years and used in the same manner described above.

(a) Notes

A gain arising from the disposal of the Notes (other than the redemption thereof) constitutes a capital gain for individuals. Any premium paid (i.e. the gain) at the redemption of the Notes constitutes capital income, but is likely not to be treated as capital gain. This will have an impact on the tax loss deduction procedure.

Any capital gain or loss is calculated by deducting the original acquisition cost (including the purchase price and costs) and sales related expenses from the sales price. Alternatively, individuals may, in lieu of applying the actual acquisition costs, choose to apply a so-called presumptive acquisition cost, which is equal to 20 per cent of the sales price or 40 per cent of the sales price if the Notes have been held for at least ten

years. If the presumptive acquisition cost is used instead of the actual acquisition cost, any sales expenses are deemed to be included therein and may, therefore, not be deducted in addition to the presumptive acquisition cost.

Upon the disposal of interest-bearing Notes, an amount corresponding to the interest for the time preceding the last interest payment date to the time of disposal of such Notes must normally first be deducted from the sales price, which amount is deemed to constitute capital income (but is not treated as capital gain). Any interest or compensation comparable to interest paid on the Notes during their respective loan period constitutes normally also capital income of the individual.

(b) **Certificates and Exercisable Certificates**

A gain arising from the disposal and the cash settlement of the Certificates or Exercisable Certificates is likely to constitute a capital gain for individuals. Similarly, a loss arising from the disposal, cash settlement or the expiration (as worthless) of the Certificates or Exercisable Certificates is likely to constitute a capital loss. Any capital gain or loss arising from the disposal, cash settlement or the expiration of the Certificates or Exercisable Certificates is, accordingly, calculated in the same manner as for the Notes.

There is a risk that non-listed Certificates or Exercisable Certificates that do not possess such qualities that they could be listed, would not qualify for capital gains (and loss) treatment (but the income would be deemed as ordinary capital income). Losses on such Certificates or Exercisable Certificates may therefore be non-deductible.

Exercise of the Exercisable Certificates by physical settlement of the relevant Entitlement is likely to be treated as a purchase by the holder of the Exercisable Certificates. Accordingly, taxation is not triggered on the exercise of a physically settled Exercisable Certificate. Instead, the subsequent sale of the relevant Entitlement triggers capital gains taxation.

7.2 **Taxation of Finnish resident corporate entities**

Any income received from the disposal and/or redemption of the Notes (including capital return) as well as any income received from the disposal or the cash settlement of the Certificates and/or Exercisable Certificates constitutes, as a general rule, part of the limited liability company's taxable business income. A limited liability company is subject to corporate income tax, currently at the rate of 20 per cent for its worldwide taxable income.

The acquisition cost of the Notes, the Certificates and/or the Exercisable Certificates (including the purchase price and costs) and any sales related expenses are generally deductible for tax purposes upon disposal, redemption or cash settlement, as applicable. Accordingly, any loss due to the disposal or redemption of the Notes and/or the disposal, cash settlement or expiration of the Certificates and/or the Exercisable Certificates is deductible from the taxable business income.

Exercise of the Exercisable Certificates by physical settlement of the relevant Entitlement is likely to be treated as a purchase by the holder of the Exercisable Certificates. Accordingly, taxation is not triggered on the exercise of a physically settled Exercisable Certificate. Instead, the subsequent sale of the relevant Entitlement triggers capital gains taxation.

Any interest or compensation comparable to interest paid on the Notes during their respective loan period constitutes part of the limited liability company's taxable business income.

7.3 **Withholding tax**

On the basis that the Issuer is not resident in Finland for tax purposes and has no presence in Finland, there is no Finnish withholding tax (*Fi. lähdevero*) applicable on payments made by the Issuer in respect of the Securities. However, Finland operates a system of preliminary taxation (*Fi. ennakonpidätysjärjestelmä*) to secure payment of taxes in certain circumstances. In the context of the Securities, a tax of 30 per cent will be deducted and withheld from all

payments (including premium payments at redemption) that are treated as interest or as compensation comparable to interest, when such payments are made by a Finnish paying agent to individuals. Such preliminary tax (*Fi. ennakonpidätys*) will be used for the payment of the individual's final taxes (i.e. they will be credited against the individual's final tax liability).

Any profits arising from the cash settlement of the Certificates and/or Exercisable Certificates would, however, based on current Finnish taxation practice, generally be considered a capital gain (as opposed to interest or compensation comparable to interest). Therefore, any payments made in respect of the cash settlement of the Certificates may normally be made without deduction or withholding for or on account of Finnish tax and should, accordingly, not be subject to any preliminary taxation (*Fi. ennakonpidätys*) by a Finnish paying agent.

Any payments made in respect of Securities to corporate entities that are resident in Finland for tax purposes will not be subject to any preliminary taxation (*Fi. ennakonpidätys*) by a Finnish paying agent.

7.4 Transfer taxation

Investors should note that Finnish transfer tax considerations may arise in connection with Securities (i.e. the Exercisable Certificates) that are settled or redeemed by way of a physical delivery of Finnish shares or other instruments deemed as securities under the Finnish Transfer Tax Act.

8. French taxation

This overview addresses the French tax impacts related to Notes and Certificates. It does not cover the analysis of Exercisable Certificates. The below is based on the assumption that no French tax resident will hold Exercisable Certificates. The overview below is based on tax laws and taxation practice, as in effect and applied as at July 2020, and is intended to provide general information only. Tax laws, taxation practices and their interpretation are subject to constant change, and such changes may sometimes have a retroactive effect and may change the conclusions set out in this overview. Anyone who is unsure of its tax treatment in relation with the Securities should seek independent professional advice.

8.1 Transfer tax and other taxes

The following may be relevant in connection with Securities which are settled or redeemed by way of physical delivery of French shares (or certain assimilated securities):

(a) the disposal of French shares for consideration is, in principle, subject to a 0.1 per cent transfer tax (the "**Transfer Tax**"), provided, in the case of shares listed on a recognised stock exchange, that the transfer is evidenced by a written deed or agreement;

(b) a financial transaction tax (the "**French Financial Transaction Tax**") is imposed, subject to certain exceptions, on certain acquisitions of French shares (or certain assimilated securities) which are listed on a recognised stock exchange where the relevant issuer's stock market capitalisation exceeds EUR 1 billion (on 1 December of the previous calendar year). The French Financial Transaction Tax rate is 0.3 per cent of the acquisition price of the transaction; and

(c) if the French Financial Transaction Tax applies to a transaction, an exemption in respect of the Transfer Tax is applicable.

8.2 Income tax and withholding tax

Investors in Securities who are French residents for tax purposes or who would hold such Securities through a permanent establishment or fixed base in France should be aware that transactions involving the Securities, including any purchase or disposal of, or other dealings in, the Securities, may have French tax consequences. The tax consequences regarding interest, premium on redemption and capital gains in particular may depend, amongst other things, upon the status of the investor (i.e. legal entities or individuals). Investors in Securities

should consult their own advisers about the tax implications of holding Securities and of any transactions involving Securities.

Pursuant to Article 125A of the French tax code, subject to certain limited exceptions, interest and other assimilated incomes received by French resident holders of such Securities treated as debt instruments for French tax purposes, who are individuals and who do not hold their Securities in connection with a business they carry on, is subject to a 30 per cent flat tax, composed of social contributions (CSG, CRDS and other related contributions) at a rate of 17.2 per cent. and individual income tax at a rate of 12.8 per cent. applicable to interest and other income paid to such holders. If the relevant Paying Agent is established in France, it would generally be up to such Paying Agent to withhold and report such payments at the latest on the 15th of the month following the payment (exceptions may however apply depending on level of income of the taxpayer). If the relevant Paying Agent is established outside France, such Paying Agent is in principle not involved in this withholding obligation, unless it is established in an EU or EEA member state and has been expressly appointed by the French taxpayer to do so.

The interest or other assimilated incomes paid must be reported by the individual in his annual tax return to be filed during the following year for final computation of the income tax.

If the French taxpayer expressly and irrevocably elects to the progressive individual income tax regime on his whole revenues, the above-mentioned 30 per cent. flat tax withheld by the Paying Agent would be regarded as a prepayment and further offset against the individual income tax due by the taxpayer, in which case 6.8 per cent. of the social contributions will be deductible from the taxable income of the year of their payment.

9. Irish taxation

The following is a summary of certain Irish tax consequences of the purchase, ownership and disposal of the Securities. It applies to you if you are the absolute beneficial owner of the Securities (including all amounts payable by the Issuer in respect of your Securities). However, it does not apply to certain classes of persons such as dealers in securities. The summary is not a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase, own or dispose of Securities. The summary is based upon Irish law, and the practice of the Revenue Commissioners of Ireland, in effect on the date of this Base Prospectus. The summary does not constitute tax or legal advice and is of a general nature only. You should consult your own tax adviser with respect to the applicable tax consequences of the purchase, ownership and disposal of Securities.

9.1 Withholding tax

Irish withholding tax applies to certain payments including payments of:

(a) Irish source yearly interest (yearly interest is interest that is capable of arising for a period in excess of one year);

(b) Irish source annual payments (annual payments are payments that are capable of being made for a period in excess of one year and are pure income-profit in the hands of the recipient); and

(c) Distributions (including interest that is treated as a distribution under Irish law) made by companies that are resident in Ireland for the purposes of Irish ta**x;**

Currently at the standard rate of income tax (currently 20 per cent) for interest and annual payments and 25 per cent for distributions.

The Issuer is not resident in Ireland for the purposes of Irish tax, will not issue the Securities in connection with a branch or agency in Ireland and the Securities will not be held through a depository or otherwise located in Ireland or secured on property situated in Ireland. As a result, payments in respect of the Securities should not be regarded as having an Irish source for the purposes of Irish taxation and consequently, should not be liable to Irish withholding tax.

Accordingly, neither the Issuer nor any paying agent acting on behalf of the Issuer should be obliged to deduct any amount on account of these Irish withholding taxes from payments made in connection with the Securities.

9.2 **Irish Encashment Tax**

In certain circumstances, Irish tax will be required to be withheld at the standard rate of income tax (currently 20 per cent) on any interest or annual payments paid on Securities issued by a company not resident in Ireland, where such payments are paid through or collected or realised by a bank or encashment agent in Ireland on behalf of a Security holder. However, encashment tax does not apply where the Security holder is not resident in Ireland and has made a declaration in the prescribed form to the encashment agent or bank.

9.3 **Irish Corporation Tax and Income Tax**

Irish resident holders of the Securities ("**Irish Holders**") will generally be liable to Irish income tax or corporation tax in respect of income payable on Securities. Irish Holders who acquire Securities should consider whether the Irish tax regime relating to 'specified interest' or 'foreign deposit interest' (under section 267M of the Taxes Consolidation Act 1997 of Ireland) could apply to such Securities. If the return constitutes 'specified interest' or 'foreign deposit interest' for these purposes, the rate of tax specified in section 267M may apply to such return.

9.4 **Irish Stamp Duty**

As the Issuer is not registered in Ireland, stamp duty will not arise on a document effecting a transfer of the Securities so long as the instrument of transfer of the Securities does not relate to:

(a) any immovable property in Ireland; or

(b) stocks or marketable securities of a company registered in Ireland (other than an investment undertaking (within the meaning of section 739B of the Taxes Consolidation Act 1997) or qualifying company (within the meaning of section 110 of the Taxes Consolidation Act 1997).

Stamp duty at a rate of 1 per cent or 6 per cent may arise on physical settlement in certain cases involving the transfer of Irish assets.#

9.5 **Capital gains tax**

If a gain is realised on the disposal of the Securities by Irish Holders, such holder of the Securities may be liable to Irish capital gains tax at a rate of 33 per cent.

9.6 **Capital acquisitions tax**

A gift or inheritance comprising Securities will be within the charge to capital acquisitions tax (which, subject to available exemptions and reliefs, is currently levied at 33 per cent) if either (i) the disponer or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the disponer is domiciled in Ireland) or (ii) if the Securities are regarded as property situate in Ireland. A foreign domiciled individual will not be regarded as being resident or ordinarily resident in Ireland at the date of the gift or inheritance unless that individual (i) has been resident in Ireland for the five consecutive tax years preceding the year of assessment in which that gift or inheritance is made, and (ii) is either resident or ordinarily resident in Ireland on that date.

Securities in registered form may potentially be regarded as property situate in Ireland if the Issuer has a residence in Ireland or, potentially, the register of the Securities is in Ireland. Accordingly, if Irish situate Securities are comprised in a gift or inheritance, the gift or inheritance may be within the charge to tax regardless of the residence status of the disponer or the donee/successor.

10. Italian taxation

10.1 Notes

The following is an overview of current Italian law and practice relating to the taxation of Securities that take the form of notes. The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following overview 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 Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities) may be subject to special rules. Investors in the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Notes.

This overview does not describe the tax consequences for an investor with respect to Notes that will be redeemed by physical delivery. This overview does not describe the tax consequences for an investor with respect to Notes that provide payouts linked to the profits of the Issuer, profits of another company in the group or profits of the investment in relation to which they are issued. Investors are advised to consult their own tax advisers concerning the overall tax consequences under Italian tax law, under the tax laws of the country in which they are resident for tax purposes and of any other potentially relevant jurisdiction of acquiring, holding and disposing of Notes and receiving payments of yield, principal and/or other amounts under the Notes, including in particular the effect of any state, regional or local tax laws.

(a) ***Tax treatment of Notes qualifying as debentures similar to bonds***

Legislative Decree No. 239 of 1 April 1996, as subsequently amended ("**Decree 239**"), provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from Notes falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) issued, inter alia, by non-Italian resident issuers.

For these purposes, debentures similar to bonds are defined as debt instruments that incorporate an unconditional obligation to pay, at maturity, an amount not less than their nominal value (whether or not providing for any other periodic payment) and that do not give any right to directly or indirectly participate in the management of the issuer or of the business in relation to which they are issued nor any type of control over the management.

(i) ***Italian resident investor***

Where an Italian resident investor is (i) an individual not engaged in an entrepreneurial activity to which the Notes are connected (unless he has opted for the application of the '*risparmio gestito'* regime where applicable – see 'Capital Gains Tax' below (a "**Non-entrepreneurial Investor**"), (ii) a non-commercial partnership pursuant to Article 5 of the Italian Income Consolidated Code ("**TUIR**") (with the exception of general partnership, limited partnership and similar entities), (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation (a "**Non-commercial Resident Investor**") interest, premium and other income relating to the Notes, accrued during the relevant holding period, are subject to a substitute tax, referred to as '*imposta sostitutiva'*, levied at the rate of 26 per cent. In the event that the investor described under (i) and (iii) above is engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax and may be deducted from the final income tax due by the relevant investor.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity may be exempt from any income taxation, including the imposta sostitutiva, on interest,

premium and other income relating to the Securities if the Securities are included in a long-term savings account (piano di risparmio a lungo termine) that meets the requirements set forth in Article 1, paragraph 100-114 of Law No. 232 of 11 December 2016, as amended ("**Law No. 232**").

Where an Italian resident investor is a company or similar commercial entity pursuant to Article 73 of TUIR or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected and the Notes are deposited with an authorised intermediary, interest, premium and other income from the Notes will not be subject to imposta sostitutiva, but must be included in the relevant investor's income tax return and are therefore subject to general Italian corporate taxation ("**IRES**", generally levied at the rate of 24 per cent) and, in certain circumstances, depending on the 'status' of the investor, also to the regional tax on productive activities ("**IRAP**", generally levied at the rate of 3.90 per cent, but regional surcharges may apply).

If the investor is resident in Italy and is an open-ended or closed-ended investment fund (subject to the regime provided for by Law No. 77 of 23 March 1983, a "**Fund**") or a SICAV, and the Notes are held by an authorised intermediary, interest, premium and other income accrued during the holding period on the Notes will not be subject to *imposta sostitutiva* but must be included in the management result of the Fund or the SICAV. The Fund or SICAV will not be subject to taxation on such result, but a withholding tax at the rate of 26 per cent will be levied on proceeds distributed by the Funds or the SICAV to certain categories of unitholders upon redemption or disposal of the units. The same tax regime applies to payments of interest made to an Italian resident SICAF not mainly investing in real estate assets and governed by Legislative Decree No. 44 of 4 March 2014.

Where an Italian resident investor is a pension fund (subject to the regime provided for by Article 17 of Legislative Decree No. 252 of 5 December 2005) and the Notes are deposited with an authorised intermediary, interest, premium and other income relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent substitute tax applicable to Italian pension funds.

Italian real estate funds created under Article 37 of Italian Legislative Decree No. 58 of 24 February 1998 and Article 14 bis of Law No. 86 of 25 January 1994 are not subject to any substitute tax at the fund level nor to any other income tax in the hands of the fund. A withholding tax may apply in certain circumstances at the rate of 26 per cent on distributions made by real estate investment funds. The same tax regime applies to payments of interest made to an Italian resident SICAF mainly investing in real estate assets and governed by Legislative Decree No. 44 of 4 March 2014.

Pursuant to Decree No. 239, imposta sostitutiva is applied by banks, Società di intermediazione mobiliare ("**SIMs**") by fiduciary companies, and *Società di gestione del risparmio* ("**SGRs**") by stockbrokers and other entities identified by a decree of the Ministry of Economics and Finance (each, an "**Intermediary**").

For the Intermediary to be entitled to apply the *imposta sostitutiva*, it must: (i) be (a) resident in Italy or (b) resident outside Italy, with a permanent establishment in Italy or (c) an entity or a company not resident in Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of the Italian Ministry of Finance having appointed an Italian representative for the purposes of Decree 239; 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.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying interest to an investor. If interest and other proceeds on the Notes are not collected through an Intermediary or any entity paying

interest and as such no *imposta sostitutiva* is levied, the Italian resident beneficial owners listed above under (i) to (iv) will be required to include interest and other proceeds in their yearly income tax return and subject them to a final substitute tax at a rate of 26 per cent.

(ii) ***Non-Italian resident investor***

No Italian *imposta sostitutiva* is applied on payments to a non-Italian resident investor of interest or premium relating to the Notes provided that, if the Notes are held in Italy, the non-Italian resident investor declares itself to be a non-Italian resident according to Italian tax regulations.

(b) ***Capital gains tax***

(i) ***Italian resident investor***

Where the Italian resident investor is a Non-commercial Resident Investor, capital gains accrued under the sale or the redemption of the Notes are subject to a 26 per cent substitute tax (*imposta sostitutiva*).

The Italian resident individuals not engaged in an entrepreneurial activity to which the Notes are connected ("**Non-entrepreneurial Investors**") may opt for three different taxation criteria.

Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for taxation of capital gains realised by Non-entrepreneurial Investors, the imposta sostitutiva on capital gains will be chargeable, on a yearly cumulative basis, on all capital gains, net of any offsettable capital loss, realised by Non-entrepreneurial Investors pursuant to all sales or redemptions of the Notes carried out during any given tax year. Non-entrepreneurial Investors 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 imposta sostitutiva 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. Under Law Decree No. 66/2014 capital losses can be carried forward against capital gains realised as of 1 July 2014 (i) for 48.08 per cent of their amount, if the losses were realised until 31 December 2011; or (ii) for 76.92 per cent of their amount, if the losses were realised between 1 January 2012 and 30 June 2014.

As an alternative to the tax declaration regime, Non-entrepreneurial Investors may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Notes (the '*risparmio amministrato*' regime provided for by Article 6 of Legislative Decree No. 461 of 21 November 1997 ("**Decree No.46**1")). Such separate taxation of capital gains is allowed subject to (i) the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries and (ii) an express valid election for the *risparmio amministrato* regime being punctually made in writing by the relevant investor. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Notes (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 investor or using funds provided by the investor for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Notes 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 Law Decree No. 66/2014 capital losses can be carried forward against capital gains realised as of 1 July 2014 (i) for 48.08 per cent of their amount, if the losses were realised until 31 December 2011; or (ii) for 76,92 per cent of their amount, if the losses were realised between 1 January 2012 and 30 June 2014. Under the *risparmio amministrato* regime, the investor is not required to declare the capital gains in the annual tax return.

Any capital gains realised or accrued by Non-entrepreneurial Investors who have entrusted the management of their financial assets, including the Notes, to an authorised intermediary and have validly opted for the so-called *risparmio gestito* regime (regime provided for by Article 7 of Decree No. 461) 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 26 per cent substitute tax, to be paid by the managing authorised intermediary. Under this *risparmio gestito* regime, any depreciation 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 Law Decree No. 66/2014, depreciation of the managed assets accrued as of 30 June 2014 and not yet compensated can be carried forward against increase in value of the managed assets accrued as of 1 July 2014 (i) for 48.08 per cent of its amount, if accrued until 31 December 2011; or (ii) for 76.92 per cent of its amount, if the registered between 1 January 2012 and 30 June 2014. Under the *risparmio gestito* regime, the investor is not required to declare the capital gains realised in the annual tax return.

Subject to certain limitations and requirements (including a minimum holding period), capital gains in respect of Securities realised upon sale, transfer or redemption by Italian resident individuals holding the Securities not in connection with an entrepreneurial activity may be exempt from taxation, including the 26 per cent. *imposta sostitutiva*, if the Securities are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) pursuant Article 1, paragraph 100 – 114, of Law No. 232.

Where an Italian resident investor is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Notes are effectively connected, capital gains arising from the Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant investor's income tax return and are therefore subject to Italian corporate tax and, in certain circumstances, depending on the 'status' of the investor, also form part of the net value of production for IRAP purposes.

Any capital gains realised by an investor which is a Fund or a SICAV will not be subject to *imposta sostitutiva*, but will be included in the result of the relevant portfolio. Such result will not be taxed with the Fund or SICAV, but a withholding tax up at the rate of 26 per cent will be levied on proceeds distributed by the Funds or the SICAV to certain categories of unitholders upon redemption or disposal of the units. The same tax regime applies to capital gains realised by an Italian resident SICAF not mainly investing in real estate assets and governed by Legislative Decree No. 44 of 4 March 2014.

Any capital gains realised by an investor which is an Italian pension fund (subject to the regime provided by Article 17 the Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent substitute tax applicable to Italian pension funds.

Any capital gains realised by an Italian real estate fund created under Article 37 of Italian Legislative Decree No. 58 of 24 February 1998 and Article 14 bis of Law No. 86 of 25 January 1994 shall not be subject to any substitute tax at the fund level nor to any other income tax in the hands of the fund. A withholding tax may apply in certain circumstances at the rate of 26 per cent on distributions made by real estate investment funds. The same tax regime applies to capital gains realised by an Italian resident SICAF mainly investing in real estate assets and governed by Legislative Decree No. 44 of 4 March 2014.

(ii) ***Non-Italian resident investor***

Capital gains realised by a non-Italian resident beneficial owner are not subject to Italian taxation provided that the Notes (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside Italy. Moreover, even if the Notes are held in Italy, no *imposta sostitutiva* applies if the non-Italian resident investor

is resident for tax purposes in a country which recognises the Italian tax authorities' right to an adequate exchange of information or in a country which entered into a double taxation treaty with Italy allowing for the taxation of such capital gains only in the residence country of the recipient investor, provided that the relevant procedures and conditions are met.

(iii) ***Tax treatment of Notes qualifying as atypical securities***

Notes that cannot be qualified as securitised derivatives or instruments similar to bonds under TUIR could be considered '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 Notes may be subject to an Italian withholding tax, levied at the rate of 26 per cent.

The 26 per cent withholding tax mentioned above does not apply to payments made to a non-Italian resident holder of the Notes and to an Italian resident holder of the Notes 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.

If the Notes are placed (*collocati*) in Italy, 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 Notes. If the Notes are not placed (*collocati*) in Italy or in any case where payments on the Notes are not received through an entrusted Italian resident bank or financial intermediary (that is involved in the collection of payments on the Notes, in the repurchase or in the negotiation thereof) and no withholding tax is levied, the individual beneficial owners will be required to declare the payments in their income tax return and subject them to a final substitute tax at a rate of 26 per cent. The Italian individual noteholder may elect instead to pay ordinary personal income tax at the progressive rates applicable to them in respect of the payments; if so, the noteholder should generally benefit from a tax credit for withholding taxes applied outside Italy, if any.

(c) ***Inheritance and gift taxes***

Pursuant to Law Decree No. 262 of 3 October 2006, 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:

(1) 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 EUR 1,000,000;

(2) transfers in favour of relatives to the fourth degree and 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 EUR 100,000; and

(3) 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 that part of value that exceeds Euro 1,500,000.

Moreover, an anti-avoidance rule is provided in case of gift of assets, such as the Notes, whose sale for consideration would give rise to capital gains to be subject to the *imposta sostitutiva* provided for by Decree No. 461, as subsequently amended. In particular, if the donee sells the Notes for consideration within five years from their receipt as a gift, the latter is required to pay the relevant *imposta sostitutiva* as if the gift had never taken place.

Subject to certain limitations and requirements, transfers of Securities as a result of death (but not as a result of an inter vivos gift or other transfers for no consideration) of Italian resident individuals holding the Securities not in connection with an entrepreneurial activity may be exempt from Italian inheritance tax if the Securities are included in a long-term individual savings account (*piano individuale di risparmio a lungo termin*e) pursuant Article 1, paragraph 100 – 114, of Law No. 232.

(d) ***Transfer tax***

Contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarised deeds are subject to fixed registration tax at a rate of EUR 200; and (ii) private deeds are subject to registration tax only in case of use or voluntary registration.

(e) ***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 financial intermediaries to their clients for the securities deposited therewith. The stamp duty applies at a rate of 0.20 per cent and, for taxpayers other than individuals, cannot exceed EUR14,000. 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. In case of reporting periods of less than 12 months, the stamp duty is pro-rated.

It may be understood that the stamp duty applies both to Italian resident and non-Italian resident investors, to the extent that the Notes are held with an Italian-based financial intermediary.

(f) ***Wealth tax on securities deposited abroad***

Pursuant to Article 19(18) of Decree 201, Italian resident individuals holding the securities outside the Italian territory are required to pay an additional tax at a rate of 20 per cent for each year.

This tax is calculated on the market value of the Notes at the end of the relevant year, or – if no market value figure is available – 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).

(g) ***Italian Financial Transaction Tax***

Law No. 228 of 24 December 2012 (the "**Stability Law**") introduced a fixed levy Italian Financial Transaction Tax ("**Italian FTT**") that applies to all transactions involving equity derivatives which have Italian shares, Italian equity-like instruments or Italian equity-related instruments as their underlying assets. An equity derivative is subject to the Italian FTT if the underlying or reference value constitutes more than 50 per cent of the market value of Italian shares, Italian equity-like instruments or Italian equity-related instruments. The Italian FTT applies even if the transfer takes place outside Italy and/or any of the parties to the transaction are not resident in Italy. The Italian FTT on derivative trades also applies to transactions in bonds and debt securities which allow the acquisition or the transfer of the financial instruments referred to above and which do not entail an unconditional obligation to pay, at maturity, an amount not lower than their nominal value. The amount of tax due depends on the type of derivative instrument and on the contract's value, but is subject to a maximum of EUR 200. This Italian FTT is reduced to one-fifth of the relevant amount if the transfer takes place on a regulated market or multilateral trading system.

Notes could be included in the scope of application of the Italian FTT if they meet the requirements set out above. On the other hand, Notes falling within the category of

bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) are not included in the scope of the Italian FTT.

The Italian FTT on derivatives instruments is due from each party involved in the relevant transaction. The Italian FTT must be paid and accounted for to the Italian tax authorities by any intermediary intervening in any way in the execution of such transactions, e.g. banks, fiduciary companies or investment firms licensed to provide investment services on a professional basis to the public in accordance with Article 18 of Italian Legislative Decree No. 58 of 24 February 1998, including non-Italian resident intermediaries. However, an intermediary is permitted to refrain from executing the relevant transaction until it has received from the relevant person referred to above the amount of Italian FTT due on the transaction. In terms of compliance with the Italian FTT, non-Italian resident intermediaries may: (i) fulfil all the relevant obligations through their Italian permanent establishment, if any; (ii) appoint an Italian withholding agent as a tax representative; or (iii) identify themselves by filing a request with the Italian Tax Administration for an Italian tax code. In the event that several financial intermediaries are involved, the obligation to make payment of the Italian FTT to the Italian tax authorities falls on the party that directly receives the transaction order from the parties. If no intermediary is involved in a transaction, the relevant parties referred to above must pay the Italian FTT due directly to the Italian tax authorities.

If a derivative is equity-settled, the consequent share transaction is ordinarily subject to the Italian FTT on equity transactions (i.e. a stamp duty-like Italian FTT of 0.2 per cent on the transfer of shares and other equity-like instruments issued by Italian resident entities).

Some exemptions and exclusions may apply.

(h) ***Tax monitoring obligations***

Italian resident individuals (and certain other entities) are required to report in their yearly income tax return, according to Law Decree No. 167 of 28 June 1990, converted into law by Law No. 227 of 4 August 1990, for tax monitoring purposes; the amount of Notes held abroad (or beneficially owned abroad under Italian anti-money laundering provisions). This also applies in the case that at the end of the tax year, Notes are no longer held by the above Italian resident individuals and entities.

However, the above reporting obligation is not required with respect to Notes deposited for management with qualified Italian financial intermediaries and with respect to contracts entered into through their intervention, provided that the same intermediaries apply a withholding tax or *imposta sostitutiva* on any income derived from the Notes.

10.2 ***Certificates and Warrants***

The following is an overview of current Italian law and practice relating to the taxation of Securities that take the form of Certificates or Warrants. The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following overview 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 Certificates or Warrants and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities) may be subject to special rules. Investors in the Certificates and Warrants are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of Certificates or Warrants.

This overview does not describe the tax consequences for an investor with respect to Certificates and Warrants that will be redeemed by physical delivery. This overview does not describe the tax consequences for an investor with respect to Certificates and Warrants that provide payouts linked to the profits of the Issuer, profits of another company in the group or

profits of the investment in relation to which they are issued. Investors are advised to consult their own tax advisers concerning the overall tax consequences under Italian tax law, under the tax laws of the country in which they are resident for tax purposes and of any other potentially relevant jurisdiction of acquiring, holding and disposing of Certificates and Warrants and receiving payments of yield, principal and/or other amounts under Certificates and Warrants, including in particular the effect of any state, regional or local tax laws.

(a) ***Securitised derivatives***

Pursuant to the generally followed interpretation, if the Certificates or Warrants qualify as securitised derivatives, where the Italian resident investor is (i) an individual not engaged in an entrepreneurial activity to which the Certificates or Warrants are connected, (ii) a non-commercial partnership, pursuant to Article 5 of TUIR (with the exception of general partnership, limited partnership and similar entities) (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation (a "**Non-commercial Resident Investor**"), capital gains realised under the sale or the exercise of Certificates are subject to a 26 per cent substitute tax (*imposta sostitutiva*) (Article 67 of Presidential Decree No. 917 of 22 December 1986 (the "**TUIR**") and Legislative Decree No. 461 of 21 November 1997 ("**Decree No. 461**")).

The Italian resident individuals not engaged in an entrepreneurial activity to which the Certificates or Warrants are connected ("**Non-entrepreneurial Investors**") may opt for three different taxation criteria.

Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for taxation of capital gains realised by Non-entrepreneurial Investors, the *imposta sostitutiva* on capital gains will be chargeable, on a yearly cumulative basis, on all capital gains, net of any offsettable capital loss, realised by Non-entrepreneurial Investors pursuant to all sales or redemptions of Certificates or Warrants carried out during any given tax year. Non-entrepreneurial Investors 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 *imposta sostitutiva* 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. Under Law Decree No. 66/2014 capital losses can be carried forward against capital gains realised as of 1 July 2014 (i) for 48.08 per cent of their amount, if the losses were realised until 31 December 2011; or (ii) for 76.92 per cent of their amount, if the losses were realised between 1 January 2012 and 30 June 2014.

As an alternative to the tax declaration regime, Non-entrepreneurial Investors may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of Certificates or Warrants (the '*risparmio amministrato*' regime provided for by Article 6 of Decree No. 461). Such separate taxation of capital gains is allowed subject to (i) the Certificates or Warrants being deposited with Italian banks, SIMs or certain authorised financial intermediaries and (ii) an express valid election for the *risparmio amministrato* regime being punctually made in writing by the relevant investor. The depository is responsible for accounting for imposta sostitutiva in respect of capital gains realised on each sale or redemption of Certificates or Warrants (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 investor or using funds provided by the investor for this purpose. Under the risparmio amministrato regime, where a sale or redemption of Certificates or Warrants 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 Law Decree No. 66/2014 capital losses can be carried forward against capital gains realised as of 1 July 2014 (i) for 48.08 per cent of their amount, if the losses were realised until 31 December 2011; or (ii) for 76.92 per cent of their amount, if the losses were realised between 1 January

2012 and 30 June 2014. Under the *risparmio amministrato* regime, the investor is not required to declare the capital gains in the annual tax return.

Any capital gains realised or accrued by Non-entrepreneurial Investors who have entrusted the management of their financial assets, including the Certificates or Warrants, to an authorised intermediary and have validly opted for the so-called '*risparmio gestito*' regime (regime provided for by Article 7 of Decree No. 461) 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 26 per cent substitute tax, to be paid by the managing authorised intermediary. Under this *risparmio gestito* regime, any depreciation 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 Law Decree No. 66/2014, depreciation of the managed assets accrued as of 30 June 2014 and not yet compensated can be carried forward against increase in value of the managed assets accrued as of 1 July 2014 (i) for 48.08 per cent of its amount, if accrued until 31 December 2011; or (ii) for 76.92 per cent of its amount, if the registered between 1 January 2012 and 30 June 2014. Under the *risparmio gestito* regime, the investor is not required to declare the capital gains realised in the annual tax return.

Subject to certain limitations and requirements (including a minimum holding period), capital gains in respect of Securities realised upon sale, transfer or redemption by Italian resident individuals holding the Securities not in connection with an entrepreneurial activity may be exempt from taxation, including the 26 per cent. imposta sostitutiva, if the Securities are included in a long-term individual savings account (piano individuale di risparmio a lungo termine) pursuant Article 1, paragraph 100 – 114, of Law No. 232.

Where an Italian resident investor is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates or Warrants are effectively connected, capital gains arising from Certificates or Warrants will not be subject to *imposta sostitutiva*, but must be included in the relevant investor's income tax return and are therefore subject to Italian corporate tax and, in certain circumstances, depending on the 'status' of the investor, also form part of the net value of production for IRAP purposes.

Any capital gains realised by an investor which is an open-ended or close-ended investment fund (subject to the tax regime provided by Law No. 77 of 23 March 1983, a "**Fund**") or a SICAV will be included in the result of the relevant portfolio accrued and will not be subject to substitutive tax nor to any other income tax in the hands of the Fund or the SICAV, but a withholding tax at the rate of 26 per cent will be levied on proceeds distributed by the Funds or the SICAV to certain categories of unitholders upon redemption or disposal of the units. The same tax regime applies to capital gains realised by an Italian resident SICAF not mainly investing in real estate assets and governed by Legislative Decree No. 44 of 4 March 2014.

Any capital gains realised by an investor which is an Italian pension fund (subject to the regime provided by Article 17 of Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent substitute tax applicable to Italian pension funds.

Any capital gains realised by an Italian real estate fund created under Article 37 of Italian Legislative Decree No. 58 of 24 February 1998 and Article 14 bis of Law No. 86 of 25 January 1994 shall not be subject to any substitute tax at the fund level nor to any other income tax in the hands of the fund. A withholding tax may apply in certain circumstances at the rate of 26 per cent on distributions made by real estate investment funds. The same tax regime applies to capital gains realised by an Italian resident SICAF mainly investing in real estate assets and governed by Legislative Decree No. 44 of 4 March 2014.

Capital gains realised by a non-Italian resident beneficial owner are not subject to Italian taxation provided that Certificates or Warrants (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy. Moreover, even if the Certificates or Warrants are held in Italy, no *imposta sostitutiva* applies if the non-Italian resident investor is resident for tax purposes in a country which recognises the Italian tax authorities' right to an adequate exchange of information or in a country which entered into a double taxation treaty with Italy allowing for the taxation of such capital gains only in the residence country of the recipient investor, provided that the relevant procedures and conditions are met.

In accordance with a different interpretation of current tax law, it is possible that Certificates and Warrants would 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 Certificates or Warrants may be subject to the tax treatment applicable to the 'atypical securities' as indicated below.

(b) ***Atypical securities***

Payments relating to atypical securities may be subject to an Italian withholding tax levied at the rate of 26 per cent.

The 26 per cent withholding tax mentioned above does not apply to payments made to a non-Italian resident holder of the Certificates or Warrants and to an Italian resident holder of the Certificates or Warrants 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.

If the Securities are placed (*collocati*) in Italy, 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 Certificates or Warrants. If the Securities are not placed (*collocati*) in Italy or in any case where payments on the Securities are not received through an entrusted Italian resident bank or financial intermediary (that is involved in the collection of payments on the Notes, in the repurchase or in the negotiation thereof) and no withholding tax is levied, the individual beneficial owners will be required to declare the payments in their income tax return and subject them to a final substitute tax at a rate of 26 per cent. The Italian individual noteholder may elect instead to pay ordinary personal income tax at the progressive rates applicable to them in respect of the payments; if so, the noteholder should generally benefit from a tax credit for withholding taxes applied outside Italy, if any.

(c) ***Inheritance and gift taxes***

Pursuant to Law Decree No. 262 of 3 October 2006, 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:

(i) 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 EUR 1,000,000;

(ii) transfers in favour of relatives to the fourth degree and 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 EUR 100,000; and

(iii) 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 that part of value that exceeds Euro 1,500,000.

Moreover, an anti-avoidance rule is provided in case of gift of assets, such as the Securities, whose sale for consideration would give rise to capital gains to be subject to the *imposta sostitutiva* provided for by Decree No. 461, as subsequently amended. In particular, if the donee sells the Notes for consideration within five years from their receipt as a gift, the latter is required to pay the relevant *imposta sostitutiva* as if the gift had never taken place.

Subject to certain limitations and requirements, transfers of Securities as a result of death (but not as a result of an *inter vivos* gift or other transfers for no consideration) of Italian resident individuals holding the Securities not in connection with an entrepreneurial activity may be exempt from Italian inheritance tax if the Securities are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) pursuant Article 1, paragraph 100 – 114, of Law No. 232.

(d) ***Transfer tax***

Contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarised deeds are subject to fixed registration tax at rate of EUR 200; and (ii) private deeds are subject to registration tax only in case of use or voluntary registration.

(e) ***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 financial intermediaries to their clients for the securities deposited therewith. The stamp duty applies at a rate of 0.20 per cent and, for taxpayers other than an individual, it cannot exceed EUR14,000. 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. In case of reporting periods of less than 12 months, the stamp duty is pro-rated.

It may be understood that the stamp duty applies both to Italian resident and non-Italian resident investors, to the extent that the Notes are held with an Italian-based financial intermediary.

(f) ***Wealth tax on securities deposited abroad***

Pursuant to Article 19(18) of Decree 201, Italian resident individuals holding the securities outside the Italian territory are required to pay an additional tax at a rate of 20 per cent for each year.

This tax is calculated on the market value of the Certificates or Warrants at the end of the relevant year or – if no market value figure is available – 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).

(g) ***Italian financial transaction tax depending on the features of the Certificates and Warrants***

Pursuant to Article 1(491 and followings) of Law No. 228 of 24 December 2012, Italian FTT applies to (i) transfers of property rights on shares and other participating securities issued by Italian resident companies; (ii) transfer of property rights on financial instruments representing these shares and/or participating securities, whether issued by Italian resident issuers or not (together the "**Relevant Instruments**"); and (iii) transactions on derivatives on the Relevant Instruments (i.e. having an underlying mainly represented by one or more of the Relevant Instruments or whose value is

mainly linked to the Relevant Instruments) whether issued by Italian resident issuers or not.

Securities could be included in the scope of application of the Italian FTT if they meet the requirements set out above. On the other hand, Securities falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) are not included in the scope of the Italian FTT.

With specific reference to the transactions on securitised derivatives on the Relevant Instruments (e.g. warrants, covered warrants and certificates), the Italian FTT is due, regardless of the tax residence of the parties and/or where the transaction is executed. The Italian FTT is levied at a fixed amount that varies depending on the features of the instruments and the notional value of the transaction in the range of EUR 0.01875 and EUR 200 per transaction. In the case of physical settlement, the Italian FTT is also due upon transfer of ownership rights on the underlying Relevant Instruments. A reduced Italian FTT (one-fifth of the standard rate) is provided for transactions executed on regulated markets or multilateral trading facilities.

The Italian FTT on derivatives is due by each of the parties to the transactions. The Italian 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) entities merely interposed in the execution of a transaction.

The Italian 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 execution of the transaction. If more than one subject is involved in the execution of the transaction, the Italian FTT is payable by the subject who receives the order of execution by the purchaser of the Relevant Instruments or by the ultimate counterparty. Subjects not resident in Italy can appoint an Italian representative for the purposes of the Italian FTT. If no other subject is involved in the execution of the transaction, the Italian FTT must be paid by each relevant party to the transaction.

(h) ***Tax monitoring obligations***

Italian resident individuals (and certain other entities) are required to report in their yearly income tax return, according to Law Decree No. 167 of 28 June 1990, converted into law by Law No. 227 of 4 August 1990, for tax monitoring purposes,: the amount of Securities held abroad (or beneficially owned abroad under Italian anti-money laundering provisions). This also applies in the case that at the end of the tax year, Securities are no longer held by the above Italian resident individuals and entities.

However, the above reporting obligation is not required with respect to Securities deposited for management with qualified Italian financial intermediaries and with respect to contracts entered into through their intervention, provided that the same intermediaries apply a withholding tax or *imposta sostitutiva* on any income derived from the Securities.

11. Luxembourg taxation

The sections below are intended as a basic overview of certain tax consequences in relation to the purchase, ownership and disposal of the Securities under Luxembourg law. They do not discuss all aspects of Luxembourg taxation that may be relevant to any particular Holder of Securities. Holders who are in any doubt as to their tax position should consult a professional tax adviser.

11.1 Luxembourg tax residency of the Holders

Holder will not become resident, or deemed to be resident, in Luxembourg for Luxembourg tax purposes by reason only of the holding, execution, performance, delivery and/or enforcement of the Securities.

11.2 **Withholding tax and self-applied tax**

Under Luxembourg tax law currently in force and with the possible exception of the 20% Withholding Tax (as defined below), there is neither Luxembourg withholding tax on payments of non-profit participating arm's length interest on the Securities, nor upon repayment of principal (in case of reimbursement, redemption, repurchase or exchange) of the Securities.

In accordance with the law of 23 December 2005, as amended (the "**2005 Law**") on the introduction of a withholding tax on certain interest income from savings, interest payments made or ascribed by Luxembourg paying agents, to or for the immediate benefit of, a private individual beneficial owner who is tax resident of Luxembourg are subject to a 20 per cent withholding tax in full discharge of his or her personal income tax liability. The Luxembourg-based paying agent is responsible for retaining the withholding tax.

Pursuant to the 2005 Law, Luxembourg resident individuals, acting in the course of the management of their private wealth, can opt to self-declare and pay a 20 per cent tax (the "**20% Tax**") on certain income from savings made by paying agents located in an EU Member State (other than Luxembourg), or in a member state of the European Economic Area (other than an EU Member State). In case such option is exercised, the 20% Tax operates a full discharge of the beneficiary's personal income tax due on such payments the interest does not need to be reported in the annual tax return.

11.3 **Taxes on income and capital gains**

(a) **Luxembourg non-resident Holders**

A non-resident Holder who has neither a permanent establishment, a permanent representative nor a fixed place of business in Luxembourg to which or to whom the Securities are attributable, is not liable to any Luxembourg income tax on interest received or accrued on the Securities, or on capital gains realized on the disposal of the Securities.

A non-resident Holder who has a permanent establishment, a permanent representative or a fixed place of business in Luxembourg to which or whom the Securities are attributable, must include any interest accrued or received, as well as any gain realized on the disposal of the Securities, in its taxable income for Luxembourg tax assessment purposes.

(b) **Luxembourg resident Holders**

(i) **Resident private individual Holders**

A Luxembourg resident individual Holder acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest received, redemption premiums or issue discounts under the Securities except if the 20% Withholding Tax was levied or if the 20% Tax was applied to said interest.

Gains realized upon the disposal of the Securities by a Luxembourg resident individual Holder, who acts in the course of the management of his/her private wealth, upon the disposal of the Securities are not subject to Luxembourg income tax, provided the disposal takes place more than six months after the acquisition of the Securities. The portion of the gains realized on the Securities corresponding to accrued but unpaid income in respect of the Securities has to be included in the Holder's taxable income, insofar as the accrued but unpaid interest is identified separately.

Gains realized upon the disposal of the Securities by a Luxembourg resident private individual Holder, who acts in the course of the management of his/her private wealth, are subject to Luxembourg income tax provided this sale or disposal took place prior to or within six months after the acquisition of the Securities.

(ii) **Resident corporate Holders**

Luxembourg resident corporate Holders must include any interest received or accrued, as well as any gain realized upon the disposal of, the Securities, in their taxable income for Luxembourg income tax assessment purposes.

However, a Holder which is a Luxembourg resident entity governed (i) by the law of 17 December 2010 on undertakings for collective investment, as amended, (ii) by the law of 23 July 2016 on reserved alternative investment funds (the "**2016 Law**") (provided it is not foreseen in the incorporation documents that (a) the exclusive object is the investment in risk capital and that (b) article 48 of such law applies), (iii) by the law of 13 February 2007 on specialized investment funds, as amended, or (iv) by the law of 11 May 2007 on family estate management companies, as amended, are neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium, nor on gains realized on the sale or disposal, in any form whatsoever, of the Securities.

Other vehicles such as investment companies in risk capital (SICAR) governed by the law of 15 June 2004, as amended, reserved alternative investment funds exclusively investing in risk capital and which applied for the application of art. 48 of the 2016 Law, securitisation vehicles governed by the law of 22 March 2004, as amended, and pension structures governed by the law of 13 July 2005, as amended, are subject to a tax treatment providing, under certain conditions, for specific tax exemptions or deductions.

11.4 **Net wealth tax**

A private individual Holder, whether he/she is a tax resident of Luxembourg or not, should not be subject to net wealth tax in Luxembourg.

A resident corporate Holder should be subject to net wealth tax on the net value of its Securities, except if such corporate Holder is governed (i) by the law of 17 December 2010 on undertakings for collective investment, as amended, (ii) by the 2016 Law, (iii) by the law of 13 February 2007 on specialised investment funds, as amended, (iv) by the law of 22 March 2004 on securitisation vehicles, as amended, (v) by the law of 15 June 2004 on investment companies in risk capital (SICAR), as amended, (vi) by the law of 11 May 2007 on family estate management companies, as amended, or (vii) by the law of 13 July 2005 on pension structures, as amended. However, a securitisation capital company subject to the law of 22 March 2004 on securitisation vehicles, as amended, a company subject to the law of 15 June 2004 on investment companies in risk capital, as amended, a reserved alternative investment fund organised as a capital company exclusively investing in risk capital and subject to art.48 of the 2016 Law, and a pension institution organised as a sepcav or an assep subject to the law of 13 July 2005 on pension structures, as amended, are subject to a minimum net wealth tax.

Non-resident corporate Holders should only be subject to net wealth tax in Luxembourg with respect to their Securities if and to the extent that such Securities are held through a permanent establishment or a permanent representative in Luxembourg.

11.5 **Other taxes**

(a) **Registration duties**

Under current Luxembourg tax laws, no registration tax or similar tax is in principle payable by the Holder upon the acquisition, holding or disposal of the Securities. However, a fixed or *ad valorem* registration duty may apply (i) upon voluntary

registration of the Securities (and/or any documents in relation thereto) before the Luxembourg Registration, Estates and VAT Department (*Administration de l'enregistrement, des domaines et de la TVA*) in Luxembourg, or (ii) if the Securities (and/or any documents in relation thereto) are (a) attached to a compulsorily registrable deed under Luxembourg law (*acte obligatoirement enregistrable*) or (b) deposited with the official records of a Luxembourg notary (*déposé au rang des minutes d'un notaire*). Should the Securities (and/or any documents in relation thereto) be otherwise produced for registration (*présenté à l'enregistrement*), this may also imply the application of said fixed or ad *valorem* registration duty.

(b) **Inheritance tax**

When the Holder is a Luxembourg resident for inheritance tax assessment purposes at the time of his/her death, the Securities are included in his/her taxable estate for Luxembourg inheritance tax assessment purposes.

(c) **Gift tax**

Luxembourg gift tax may be due on a gift or donation of the Securities if the gift is recorded in a Luxembourg notarial deed or otherwise registered in Luxembourg.

12. **Maltese taxation**

This commentary is of a general nature based on current Maltese tax law and is an overview of the understanding of current law and practice in Malta relating only to certain aspects of Maltese taxation without purporting to be an exhaustive and comprehensive description of all Maltese tax considerations that could be relevant for the holders of Securities and which may be relevant to a decision to purchase, own or dispose of any Securities. It does not take into account any developments or amendments enacted after the date of this Prospectus, whether or not such developments or amendments have retroactive effect. Investors should consult their professional advisers regarding their tax status

12.1 **General principles on jurisdiction to tax**

In the case of persons being both domiciled and ordinarily resident in Malta, income tax is charged on their worldwide income, including specified capital gains. Persons who are ordinarily resident in Malta but not domiciled in Malta, or domiciled in Malta but not ordinarily resident, are not taxable in Malta on a worldwide basis but are taxable only on Maltese source income and certain capital gains and on foreign source income received/remitted to Malta (except for capital gains that arise outside of Malta, even if received in Malta). These rules are subject to any double taxation treaty provisions which may apply in the particular circumstances in terms of Malta's double taxation treaties currently in force. In this commentary, reference will be made to the double taxation treaty currently in force between the United Kingdom and Malta, but other double taxation treaties may apply depending on the circumstances.

In general, the income tax rate for income and capital gains currently stands at 35 per cent for companies (as defined in the Maltese Income Tax Act (Cap. 123 of the laws of Malta) (the "**ITA**") and varies between 0 per cent and 35 per cent for other persons. However, income and gains falling within the definition of 'investment income' pursuant to the ITA may be charged with a final withholding tax of 15 per cent subject to the satisfaction of certain statutory conditions (see below).

(a) **Interest**

Malta is entitled to tax interest income in terms of the double taxation treaty between Malta and the United Kingdom (the "**Malta-UK DTT**"):

(i) **Provisions under the Malta-UK DTT**

Article 11 of the Malta-UK DTT provides that interest arising in a contracting state and paid to a resident of the other contracting state may be taxed in that

other contracting state. Hence, in terms of the above, Malta, being the country where the investor would be resident, has the right to tax such interest income. It should be noted that the Malta UK-DTT provides that the tax charged in the country where the interest arises cannot exceed ten per cent of the gross amount of such interest, provided that the investor is the beneficial owner thereof and is subject to tax thereon in the other contracting state.

(ii) **Provisions under Maltese domestic tax law**

The Maltese income tax treatment of any interest income derived from the Securities depends on whether such income falls within the definition of 'investment income' under the ITA. The ITA exhaustively lists the categories of investment income which qualify as investment income for Maltese tax purposes.

'Investment income' as defined under the ITA includes, 'interest, discounts or premiums payable in respect of a public issue by a company, entity or other legal person howsoever constituted and whether resident in Malta or otherwise'. Investment income paid to a recipient (as defined) is subject to a 15 per cent final withholding tax, unless the recipient elects to be paid the investment income without deduction of the final withholding tax.

In order for the said 15 per cent final withholding tax to be applicable, the investment income must be received by a 'recipient', as defined under the ITA and must be paid by a 'payor', as defined under the ITA. According to this definition, a recipient is a person who is resident in Malta during the year in which investment income is payable to him (the definition specifically excludes banks and insurance companies as well as other companies which may be owned and controlled, directly or indirectly, by such banks and insurance companies) or a receiver, guardian, tutor, curator, judicial sequestrator or committee acting on behalf of such person or a trustee or foundation pursuant to or by virtue of which any money or other property whatsoever is paid or applied for the benefit of such person or non-resident individuals and non-resident married couples from the EU or the EEA, who earn more than 90% of their worldwide income in Malta. Collective investment schemes registered in Malta are excluded from the remit of this definition with the exception of those schemes holding a classification as 'prescribed funds' in terms of Maltese law and receiving investment income not paid by another collective investment scheme. In such a case, special rules apply and recipients should seek advice accordingly.

'Payor' is defined as the person who is liable to or makes the payment of the investment income.

In terms of current Maltese tax practice, the payment of the 15 per cent final withholding tax has to be effected through an authorised financial intermediary licensed in Malta, i.e. the Maltese authorised financial intermediary has the obligation to collect and forward such withholding tax to the Maltese Inland Revenue.

Where the withholding tax has been applied (i.e. the recipient has not opted to be paid gross) the tax is a final tax and the recipient need not declare the investment income in their income tax return, and will not be subject to further tax on such income. The tax withheld will not be available for credit against that person's tax liability or for a refund, as the case may be.

As noted above, the Maltese resident holder of Securities may opt to receive the interest income without deduction of withholding tax. In this case, such person will be obliged to declare the interest income on the income tax return and will be subject to tax on such interest income at the standard rates of tax applicable to that person at the time the interest income is received by the holder.

Unless an election to be paid interest income without deduction of withholding tax is made, interest will be paid by the payor net of the 15 per cent final withholding tax. An election is to be made in writing by the holder of the Note to the payor. Any such election may be changed by the recipient by giving written notice to the payor, which will be effective as from 14 days following the receipt by the payor or its agent of such written notice of election.

At present, when a recipient has not opted to receive the interest without deduction of withholding tax, the payor is obliged to provide the Commissioner with an account of all amounts deducted but without specifying the identity of the recipient. As from the year of assessment 2019, when tax is withheld, in rendering an account to the Commissioner of Revenue of all payments of investment income, the payor is to *inter alia* specify the identity of the recipient.

A recipient being a prescribed fund may not elect to receive the interest due without deduction of the withholding tax. In such cases, the investment income will be paid to the recipient net of a deduction of 10 per cent final withholding tax.

Where a recipient benefits from the 15 per cent rate and the recipient suffers foreign tax (whether directly or by way of withholding) no relief for double taxation would be available, furthermore, the 15 per cent final withholding tax will be determined on the gross income (i.e. prior to deducting the foreign tax).

(b) **Capital gains**

This part refers only to investors who do not deal in securities in the course of their trading activity and if the Securities in question represent a 'capital asset'. Hence the redemption or disposal of such Securities should result in a capital gain and not a gain arising out of a trading activity (which would otherwise be taxable as business profits) for Maltese tax purposes.

(i) **Provisions under the Malta UK-DTT**

In terms of the Malta-UK DTA has, subject to the terms and conditions set out in the said treaty, the exclusive right to tax capital gains realised on the transfers of the Notes if the alienator is a resident of Malta, provided that such income or gains are subject to tax in Malta. The United Kingdom may also tax such gains if the transferor of the securities is an individual who was resident in that country throughout the five years preceding the transfer of the said securities.

(ii) **Provisions under Maltese domestic tax law**

According to Maltese tax law, only those capital gains as specified in the ITA are subject to income tax in Malta. The provisions regulating capital gains provide for a definition of 'securities' as follows: 'shares and stocks and such like instruments that participate in any way in the profits of the company and whose return is not limited to a fixed rate of return, units in a collective investment scheme as defined in article 2 of the Investment Services Act, and units and such like instruments relating to linked long term business of insurance'. If the particular Securities do not fall within the above-quoted definition, the capital gain arising on their redemption or disposal should not be subject to Maltese tax. In case the particular Securities fall within the definition of 'securities' as quoted above, capital gains realised by a Maltese resident and domiciled holder on the redemption or disposal of the Securities should be subject to Maltese income tax.

Where the Securities satisfy the definition of 'securities' any gain derived from their redemption or disposal is subject to tax in the hands of Maltese resident and domiciled persons. In this case the applicable tax rate is dependent on whether the capital gain qualifies as; 'investment income', which includes

'capital gains arising on the redemption, liquidation or cancellation of securities … not being shares in a company'. On the assumption that the Securities should not represent 'shares in a company' as required by the said provision of the law, the capital gain, if any, arising on the redemption of the Securities should qualify as 'investment income' in terms of the aforesaid provision. In this case, chargeable capital gains may be subject to a final withholding tax of 15 per cent.

The same considerations outlined in respect of 'interest' regarding the applicability (and other features) of the 15 per cent final withholding tax also apply in this case. Similarly, the holder will have the option to receive the capital gains without deduction of a withholding tax, in which case the holder would be required to disclose the capital gain in the relevant tax return and charge it to tax at the standard rate of tax applicable to that person at the time of redemption of the Securities. Since the applicable law only regards as investment income capital gains derived from 'redemption, liquidation or cancellation' of the Securities, any capital gain derived from any other method of disposal of the Notes would normally be taxable at the applicable tax rate(s).

Capital gains derived from the alienation of the Notes by persons who though resident are not domiciled in Malta should not be subject to tax in Malta since the gain arises outside of Malta as the issuer is not resident in Malta.

Assuming that (i) the investor would not be a resident and not domiciled in Malta for income tax purposes, and (ii) the interest income or capital gains would not represent income or gains arising in Malta and any interest income would not be received in Malta, and (iii) the Notes would not form part of the business property of the holder’s Maltese permanent establishment, no Maltese income tax liability should arise pursuant to Maltese tax law.

12.2 **Non-residents**

Assuming that (i) the investor would not be a Maltese resident or domiciled person for tax purposes, (ii) the investor would not be an EU individual who derives at least 90 per cent of his/her worldwide income from Malta, (iii) the interest income or capital gains would not represent income or gains arising in Malta and any interest income would not be received in Malta, and (iv) the Securities would not form part of the business property of the holder's Maltese permanent establishment, no Maltese income tax liability, whether by way of withholding or otherwise, should arise pursuant to the ITA.

Duty on documents and transfers (stamp duty)

In terms of the Duty on Documents and Transfers Act (Cap. 364 of the laws of Malta), duty is charged at the rate of €2 for every €100 or part thereof in respect of the amount or value of the consideration or the real value of ‘marketable securities’, whichever is the higher, on transfers of 'marketable securities'. 'Marketable securities' are defined as a holding of share capital in any company and any document representing the same. A blanket exemption from duty on documents applies in respect of securities listed on the Malta Stock Exchange. Furthermore, a redemption of securities should not be covered by the term 'transfer' according to Maltese stamp duty legislation and should therefore not be chargeable to Maltese stamp duty. Hence the Maltese stamp duty considerations under this part should be relevant in case of a disposal (direct transfer) of any Securities which fall within the definition of 'marketable securities' in terms of the Duty on Documents and Transfers Act.

However, if the issuer, the transferor or the transferee has in place a valid stamp duty exemption determination issued by the Maltese Inland Revenue Department, any acquisitions or disposals of 'marketable securities' issued by the issuer should be exempt from Maltese stamp duty if such an exemption determination continues to be in place until the time that any disposal of the Securities occurs and as long as the issuer does not own, directly or indirectly, immovable property in Malta. Other stamp duty exemptions are available in the case of foreign marketable securities subject to satisfaction of certain conditions.

12.3 **Common Reporting Standard**

Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU) provides for the implementation of the regime known as the Common reporting standard. This standard has been proposed by the OECD as a new global standard for the automatic exchange of information between tax authorities in participating jurisdictions. CRS has been implemented into Maltese legislation by virtue of Legal Notice 384 of 2015 entitled the Cooperation with Other Jurisdiction on Tax Matters (Amendment) Regulations, 2015, which regulations amend the Cooperation with Other Jurisdiction on Tax Matters Regulations with effect from 1 January 2016.

13. **Norwegian taxation**

The following is an overview of the Norwegian withholding tax treatment of the Securities. The overview is based on Norwegian tax laws and practice as at the date of this document. The Norwegian tax treatment of the Securities may become subject to any changes in law and/or practice which could be made on a retroactive basis.

This overview is intended to provide general information only and is limited to the question of whether there is withholding tax (source tax) payable on the Issuer's payments of interests and settlement amounts to holders of Securities. The tax treatment of each individual holder can depend on the holder's specific situation, and this overview does not purport to deal with the withholding tax consequences applicable to all categories of investors, some of which may be subject to special rules.

It is recommended that investors consult their own tax advisers for information with respect to the overall tax consequences that may arise as a result of holding and disposition of the Securities, including the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules which may be applicable.

Payments of interests are currently not subject to any withholding tax in Norway. However, the Norwegian Government has published a discussion paper with a proposal to introduce withholding tax on, inter alia, outbound interest payments.

Pursuant to the proposal, a Norwegian debtor will be liable to withhold 15 per cent tax on gross interest payments to any creditor who is both (i) a related party to the issuer and (ii) is tax resident in a low-tax jurisdiction.

A “related party” is a company or other legal entity which controls, is controlled by, or is under common control with, the issuer. “Control” means the direct or indirect ownership of 50 per cent or more of the issued share capital or voting rights. Further, a “low-tax jurisdiction” is a jurisdiction in which the effective taxation of the overall profit of the company is less than two thirds of the effective taxation such company would have been subject to if it had been resident in Norway

If implemented, withholding tax will apply on payments from 1 January 2021. A recipient, being the beneficial owner to the payments, may however be protected by a tax treaty - typically reducing the tax rate on interest payments.

If the amount that is payable on a Security is determined by reference to dividends that are paid or declared with respect to Norwegian shares, and the amount consequently should be classified as dividends on such shares for Norwegian tax purposes, such payment may be subject to withholding tax in Norway. The rate of Norwegian withholding tax on dividends is 25 per cent, unless the recipient qualifies for a reduced rate according to an applicable tax treaty or other specific regulations. Corporate investors resident within the EEA are as a rule exempt from Norwegian withholding tax, provided such corporate investors are actually established and carrying on genuine economic activity within the EEA.

14. **Portuguese taxation**

The following is an overview of the current Portuguese tax treatment at the date hereof in relation to certain aspects of the Portuguese taxation of payments in respect of the Securities.

The statements do not deal with other Portuguese tax aspects regarding the Securities and relate only to the position of persons who are absolute beneficial owners of the Securities. The following is a general guide, does not constitute tax or legal advice and should be treated with appropriate caution. Holders who are in any doubt as to their tax position should consult their own professional advisers.

14.1 **Certificates**

As a rule, the income arising from Certificates is qualified as capital gains for Portuguese tax purposes. However, the positive difference, if any, between a minimum guaranteed amount and the subscription price of the Certificates is qualified as investment income, which is subject to income tax in Portugal as explained in section 14.2(a)(i) below.

(a) **Personal income tax**

Capital gains

If the Certificates do not guarantee a minimum income to the investors, any income arising therefrom qualifies under Portuguese tax law as a capital gain.

The annual positive balance arising from the difference between capital gains and capital losses resulting from transactions in connection with the Certificates will be currently taxed at the special tax rate of 28 per cent, unless the individuals resident in Portugal elect to include the income in their taxable income, subject to tax at progressive rates of up to 48 per cent. In the latter circumstance an additional income tax will be due on the part of the taxable income exceeding EUR 80,000 as follows: (i) 2.5 per cent on the part of the taxable income exceeding EUR 80,000 up to EUR 250,000 and (ii) 5 per cent on the remaining part (if any) of the taxable income exceeding EUR 250,000.

There is no Portuguese withholding tax on capital gains.

(b) **Corporate income tax**

Capital gains

Capital gains obtained by legal persons resident for tax purposes in Portugal, and by non-resident legal persons with a permanent establishment in Portugal to which the gains are attributable, will be included in their taxable income and will be subject to corporate income tax at a rate of (i) 21 per cent or (ii) in case of certain small and medium enterprises (as defined under Decree Law 372/2007), 17 per cent for taxable profits up to EUR 25,000 and 21 per cent on profits in excess thereof, to which may be added a municipal surcharge (*derrama municipal*) of up to 1.5 per cent of the taxable income. A State Surcharge (*derrama estadual*) rate of 3 per cent will be due on the part of the taxable profits exceeding EUR 1,500,000 up to EUR 7,500,000, 5 per cent on the part of the taxable profits exceeding EUR 7,500,000 up to EUR 35,000,000 and 9 per cent on the part of the taxable profits exceeding EUR 35,000,000.

There is no Portuguese withholding tax on capital gains.

14.2 **Notes**

(a) **Personal income tax**

(i) **Investment income**

Interest and other instances of remuneration (not characterised as capital gains) arising from the Securities are designated as investment income for Portuguese tax purposes. If the payment of interest or other types of investment income is made available to Portuguese resident individuals through a Portuguese resident entity or a Portuguese branch of a non-resident entity, withholding tax applies at a rate of 28 per cent, which is the final tax on that income unless the individual

elects for aggregation to his taxable income, subject to tax at progressive rates of up to 48 per cent. In this case, the tax withheld is deemed a payment on account of the final tax due. In the latter circumstance an additional income tax will be due on the part of the taxable income exceeding EUR 80,000 as follows: (i) 2.5 per cent on the part of the taxable income exceeding EUR 80,000 up to EUR 250,000; and (ii) 5 per cent on the remaining part (if any) of the taxable income exceeding EUR 250,000.

However, interest paid or made available to accounts opened in the name of one or more accountholders acting on behalf of one or more unidentified third parties is subject to a final withholding tax rate of 35 per cent, unless the relevant beneficial owner(s) of the income is/are identified and as a consequence the tax rates applicable to such beneficial owner(s) will apply.

If the interest on the Securities is not received through an entity located in Portugal, it is not subject to Portuguese withholding tax, but an autonomous taxation rate of 28 per cent will apply, unless an option for aggregation is made, in which case such income is subject to the above-referred progressive tax rates and also to the above-referred additional income tax rate.

(ii) **Capital gains**

Capital gains obtained by Portuguese resident individuals on the transfer of the Securities or on their amortisation or reimbursement (including, *inter alia*, income from warrants derivatives and operations related to Securities deemed as certificates that do not guarantee more than 100 per cent. of the principal) are taxed at a rate of 28 per cent levied on the positive difference between the capital gains and capital losses of each year, unless an option for aggregation is made, in which case such income is subject to the above-referred progressive tax rates and also to the above-referred additional income tax rate.

There is no Portuguese withholding tax on capital gains.

(iii) **Corporate income tax on investment income and capital gains**

Interest and other investment income derived from the Securities, and capital gains obtained from the transfer of the Securities by legal persons resident for tax purposes in Portugal and by non-resident legal persons with a permanent establishment in Portugal to which the income or gains are attributable, are included in their taxable profits and are subject to a corporate income tax at a rate of (i) 21 per cent or (ii) in case of certain small and medium enterprises (as defined under Decree-Law 372/2007), 17 per cent for taxable profits up to EUR 25,000 and 21 per cent on profits in excess thereof, to which may be added a municipal surcharge (*derrama municipal*) of up to 1.5 per cent of the taxable income. A state surcharge (*derrama estadual*) rate of 3 per cent will be due on the part of the taxable profits exceeding EUR 1,500,000 up to EUR 7,500,000, 5 per cent on the part of the taxable profits exceeding EUR 7,500,000 up to EUR 35,000,000 and 9 per cent on the part of the taxable profits exceeding EUR 35,000,000.

There is no Portuguese withholding tax on capital gains.

15. **Spanish taxation**

The following is a general description of the Spanish withholding tax treatment and indirect taxation of payments under the Securities. The statements herein regarding Spanish taxes and withholding taxes in Spain are made assuming that the Issuers are not a Spanish resident entity nor does it act through a permanent establishment in Spain, and are based on the laws in force as well as administrative interpretations thereof in Spain as at the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retrospective basis. It does not purport to be a complete analysis nor a comprehensive

description of all tax considerations relating to the Securities, whether in Spain or elsewhere, which may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities) may be subject to special rules. Prospective purchasers of the Securities should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Securities and receiving payments of interest, principal and/or other amounts under the Securities and the consequences of such actions under the tax laws of Spain.

15.1 **Personal Income Tax ("PIT") / Corporate Income Tax ("CIT") / Non Resident Income Tax ("NRIT")**

(a) **Spanish resident individuals**

(i) **Interest payments under Securities**

Income earned by Spanish resident individuals under the Securities should qualify as interest payments. In general, interest payments obtained by Spanish resident individuals should be subject to withholding tax at a 19 per cent rate on account of PIT (creditable against final tax liability). Expenses relating to the management and deposit of the Securities, if any, will be tax-deductible, excluding those pertaining to discretionary or individual portfolio management. Notwithstanding the above, as non-resident in Spain entities not acting through a permanent establishment are not bound to withhold on account of PIT on payments made to Spanish resident individuals, interest payments under the Securities should be only subject to withholding tax in Spain in case they are deposited in a depositary entity or individual resident in Spain (or acting through a permanent establishment in Spain) or if an entity or individual resident in Spain (or acting through a permanent establishment in Spain) is in charge of the collection of the income derived from the Securities, provided that such income had not been previously subject to withholding tax in Spain.

Notwithstanding the above, Spanish resident individuals earning such income will still be subject to PIT – to be declared in their annual tax returns – according to the following rates:

- Amounts up to EUR 6,000.00: 19 per cent.
- Amounts between EUR 6,000.01 and EUR 50,000: 21 per cent.
- Amounts exceeding EUR 50,000: 23 per cent.

However, when certain income included in the taxpayer's taxable base has already been taxed abroad, the taxpayer shall be entitled to a tax credit against the PIT taxable base for the lowest amount of the following: (i) the amount effectively paid abroad; and (ii) the amount resulting from applying the average tax rate to the taxable base effectively taxed abroad.

(ii) **Income upon transfer or redemption of the Securities**

Income earned upon transfer or redemption of the Securities should be subject to Spanish withholding tax at a 19 per cent rate on account of PIT (creditable against final tax liability). Notwithstanding this, as non-resident in Spain entities not acting through a permanent establishment are not bound to withhold on account of PIT on payments made to Spanish resident individuals, income upon transfer or redemption of the Securities should be subject to withholding tax in Spain only if there is a financial entity acting on behalf of the seller, provided such entity is resident for tax purposes in Spain or has a permanent establishment in the Spanish territory.

However, when the Securities (i) are represented in book-entry form; (ii) are admitted to trading on a Spanish secondary stock exchange; and (iii) generate

explicit yield, Holders can benefit from a withholding tax exemption in respect of the income arising from the transfer or reimbursement of the Securities, exception made of income derived from accounts entered into with financial entities provided that such accounts are based on financial instruments, which meet the requirements listed above. However, under certain circumstances, when a transfer of the Securities has occurred within the 30-day period immediately preceding any relevant coupon payment date such Holders may not be eligible for such withholding tax exemption.

Notwithstanding the above, Spanish resident individuals earning such income will still be subject to PIT, to be declared in their annual tax returns, according to the following rates:

- Amounts up to EUR 6,000.00: 19 per cent.
- Amounts between EUR 6,000.01 and EUR 50,000: 21 per cent.
- Amounts exceeding EUR 50,000: 23 per cent.

However, when certain income included in the taxpayer's taxable base has already been taxed abroad, the taxpayer shall be entitled to a tax credit against the PIT taxable base for the lowest amount of the following: (i) the amount effectively paid abroad; and (ii) the amount resulting from applying the average tax rate to the taxable base effectively taxed abroad.

(b) **Spanish resident companies**

Interest payments under the Securities shall be subject to withholding tax at a 19 per cent rate on account of CIT (creditable against final tax liability). Notwithstanding this, as non-resident in Spain entities not acting through a permanent establishment are not bound to withhold on account of CIT on payments made to Spanish resident entities, interest payments under the Securities should be only subject to withholding tax in Spain in case they are deposited in a depositary entity or individual resident in Spain (or acting through a permanent establishment in Spain) or if an entity or individual resident in Spain (or acting through a permanent establishment in Spain) is in charge of the collection of the income derived from the Securities, provided that such income had not been previously subject to withholding tax in Spain.

Income upon transfer or redemption of the Securities should be subject to Spanish withholding tax at a 19 per cent. rate on account of CIT (creditable against final tax liability). Notwithstanding this, as non-resident in Spain entities not acting through a permanent establishment are not bound to withhold on account of CIT on payments made to Spanish resident entities, income upon transfer or redemption of the Securities should be subject to withholding tax in Spain only if there is a financial entity acting on behalf of the seller, provided such entity is resident for tax purposes in Spain or has a permanent establishment in the Spanish territory.

However, when (i) the Securities are represented in book-entry form and are admitted to trading on a Spanish secondary stock exchange or on the Spanish Alternative Fixed Income Market (MARF); or (ii) the Securities are listed on an OECD market; holders who are corporate income taxpayers can benefit from a withholding tax exemption should apply in respect of the interest payments and income arising from the transfer or redemption of the Securities, exception made of income derived from accounts entered into with financial entities, provided that such accounts are based on financial instruments which meet the requirements listed above.

Spanish resident companies earning income under the Securities will be subject to CIT, to be declared in their annual tax returns, at a general 25 per cent rate. However, when certain income included in the taxpayer's taxable base has already been taxed abroad, the taxpayer shall be entitled to a tax credit against the CIT taxable base for the lowest amount of the following: (i) the amount effectively paid abroad; and (ii) the amount

that should have been paid in Spain in the case that such income had been obtained in Spain.

The exercise of the Switch Option by the Issuer may affect the value of the financial asset for accounting and tax purposes and thus, may have impact on the profit and losses account and the balance sheet of the Holder of the Securities.

(c) **Individuals and companies with no tax residency in Spain**

(i) **Income obtained through a permanent establishment**

Ownership of the Securities by investors who are not resident for tax purposes in Spain will not in itself create the existence of a permanent establishment in Spain.

The tax rules applicable to income deriving from the Securities under NRIT in this scenario are, generally, the same as those previously set out for Spanish resident companies, subject to the provisions of any relevant double tax treaty.

The exercise of the Switch Option by the Issuer may affect the value of the financial asset for accounting and tax purposes and thus, may have impact on the profit and losses account and the balance sheet of the Holder of the Securities.

(ii) **Income obtained without a permanent establishment**

Income obtained by investors residing outside Spain and without a permanent establishment within the Spanish territory would not be considered, in general terms, as Spanish-source income and, therefore, would not be subject to taxation and withholding tax in Spain.

According to binding ruling V0185-20 issued by the Spanish General Directorate of Taxes on 27 January 2020, certain securities (such as financial derivatives) may be classified, for the purposes of the relevant double tax treaty, as business profits or other income and, as mentioned above, should not be considered, in general terms, as Spanish-source income, subject to the provisions of any relevant double tax treaty.

15.2 **Net Wealth Tax ("NWT")**

Only individual Holders of Securities would be subject to the NWT as legal entities are not taxable persons under NWT.

Relevant taxpayers will be (i) individuals who have their habitual residence in Spain regardless of the place where their assets or rights are located or could be exercised; and (ii) non-Spanish resident individuals owning assets or rights which are located or could be exercised in Spain, when in both cases their net wealth is higher than EUR 700,000, as this amount is considered as exempt from NWT.

Taxpayers should include in their NWT self-assessment the Securities (assuming they qualify as debt instruments) for the following amounts:

(i) if they are listed in an official market, the average negotiation value of the fourth quarter; and

(ii) in other case, its nominal value (including redemption premiums).

The value of the Securities together with the rest of the taxpayer's wealth, once reduced by the deductible in rem liens and encumbrances which reduce the rights and assets values and the personal debts of the taxpayer, shall be taxed at a tax rate between 0.2 to 2.5 per cent.

Finally, please note that the Spanish regions are entitled to modify (i) the threshold of net wealth exempt from taxation; (ii) the tax rates; and (iii) the tax benefits and exemptions to be applied in their territory.

Taxpayers who are non-Spanish resident individuals but who are resident in a Member State of the European Union or the European Economic Area may apply the rules approved by the autonomous region where the assets and rights with more value (i) are located, (ii) can be exercised or (iii) must be fulfilled.

15.3 **Inheritance and Gift Tax ("IGT")**

(a) **Individuals with tax residency in Spain**

Individuals resident in Spain who acquire ownership or other rights over any Securities by inheritance, gift or legacy will be subject to IGT. The applicable effective tax rates range between 7.65 per cent. and 81.6 per cent., depending on several factors such as family relationship and pre-existing heritage. However, it is necessary to take into account that the IGT (including certain tax benefits) has been transferred to the Spanish regions. Therefore, an analysis must be made in each specific case to determine to what extent any regional legislation might be applicable, since there might be differences in respect of the final taxation under IGT depending on the region in which an investor resides.

(b) **Companies with tax residency in Spain**

Companies resident in Spain are not subject to IGT, as income obtained will be subject to CIT.

(c) **Individuals and companies with no tax residency in Spain**

Non-Spanish resident individuals and companies which are not resident in Spain and do not have a permanent establishment in Spain that acquire ownership or other rights over the Securities by inheritance, gift or legacy, will not be subject to IGT provided that the Securities were not located in Spain and the rights deriving from them could not be exercised within Spanish territory.

The acquisition of Securities by inheritance, gift or legacy by non-resident companies with a permanent establishment within the Spanish territory is not subject to the IGT, as income obtained will be subject to the NRIT.

15.4 **Value Added Tax, Transfer Tax and Stamp Duty**

Acquisition and transfer of Securities, in principle, shall not trigger Transfer Tax and Stamp Duty, nor will they be taxable under Value Added Tax.

16. **Swedish taxation**

The following discussion is a summary of certain material Swedish tax considerations relating to (i) Securities issued by the Issuer where the Holder is tax resident in Sweden or has a tax presence in Sweden or (ii) Securities where the Paying Agent or custodian is located in Sweden. This summary of certain tax issues that may arise as a result of holding Securities is based on current Swedish tax legislation and is intended only as general information for Holders of Securities who are resident or domiciled in Sweden for tax purposes. This description does not deal comprehensively with all tax consequences that may occur for Holders of Securities, nor does it cover the specific rules where Securities are held by a partnership or are held as current assets in a business operation. Moreover, this summary does not cover Securities held on a so-called investment savings account (*investeringssparkonto*). Special tax consequences that are not described below may also apply for certain categories of taxpayers, including investment companies, life insurance companies and persons who are not resident or domiciled in Sweden. It is recommended that potential applicants for Securities consult their own tax advisers for information with respect to the special tax consequences that may arise as a result of investing in Securities, including the applicability and effect of foreign

income tax rules, provisions contained in double taxation treaties and other rules which may be applicable.

16.1 **Withholding of tax**

There is no Swedish withholding tax at source (*källskatt*) applicable on payments made by the Issuer in respect of the Securities. Sweden operates a system of preliminary tax (*preliminärskatt*) to secure payment of taxes. In the context of the Securities a preliminary tax of 30 per cent will be deducted from all payments treated as interest in respect of the Securities made to any individuals or estates that are resident in Sweden for tax purposes provided the paying entity is tax resident in Sweden and subject to reporting obligations. A preliminary tax of 30 per cent will also be deducted from any other payments in respect of the Securities not treated as capital gains, if such payments are paid out together with payments treated as interest. Depending on the relevant Holder's overall tax liability for the relevant fiscal year the preliminary tax may contribute towards, equal or exceed the Holder's overall tax liability with any balance subsequently to be paid by or to the relevant Holder, as applicable.

16.2 **Taxation of individuals resident in Sweden**

(a) **Income from capital category**

For individuals and estates of deceased Swedish individuals capital gains, interest payments, dividends and other income derived from the holding of an asset should be reported as income from capital category.

(b) **Capital gains and losses**

Individuals and estates of deceased Swedish individuals, who sell or redeem their Securities, are subject to capital gains taxation. The current tax rate is 30 per cent. of the gain. The capital gain or loss is equal to the difference between the sales proceeds after deduction of sales costs and the acquisition cost of the Securities. The acquisition cost is calculated according to the so-called average method. This means that the costs of acquiring all Securities of the same type and class are added together and calculated collectively, with respect to changes to the holding.

As a main rule, 70 per cent. of a capital loss is deductible against any other taxable income derived from capital.

Capital losses on listed Securities qualifying as Swedish receivables (i.e. denominated in SEK) are currently fully deductible in the capital income category. Moreover, under EC law also capital losses on listed receivables denominated in foreign currency are fully deductible. A Security should be regarded as listed for Swedish tax purposes if it is listed and admitted to trading on a foreign regulated market that is considered as a stock exchange under Swedish tax law. Also Securities traded on a non-regulated market may under certain circumstances be regarded as listed for Swedish tax purposes.

If a deficit arises in the income from capital category, a reduction of the tax on income from employment and from business, as well as the tax on real estate, is allowed. The tax reduction allowed amounts to 30 per cent. of any deficit not exceeding SEK 100,000 and 21 per cent of any deficit in excess of SEK 100,000. Deficits may not be carried forward to a subsequent fiscal year.

Gains or losses on currency exchange rate fluctuations may arise in relation to Securities where the sales proceeds received are in a foreign currency. However, no special calculations are required if the sales proceeds are exchanged into SEK (Swedish krona) within 30 days from the time of disposal. In such case, the exchange rate on the date of exchange shall be used when calculating the value of the sales proceeds. The exchange rate on the date of acquisition is generally used when determining the acquisition cost for tax purposes.

(c) **Interest**

Interest as well as other income derived from the holding of an asset is subject to tax at a rate of 30 per cent. The tax liability arises when the interest (or other income) is actually paid, in accordance with the so-called cash method.

(d) **Classification of the Securities and return on such Securities for tax purposes**

(i) **Zero-coupon bonds**

No formal interest accrues on zero-coupon bonds.

The profit from a redemption of a zero-coupon bond is regarded as interest, subject to tax at the time of redemption. However, the appreciation in value is regarded as interest compensation, should the zero- coupon bond be disposed of prior to maturity. If there is a loss on the bond, this is deductible as a capital loss in accordance with the principles referred to above.

(ii) **Notes**

In general, the Notes should be treated as receivables for Swedish tax purposes.

Any return on the Notes is taxed as interest.

Upon disposal (prior to maturity or at redemption), compensation for the accrued interest shall be regarded as interest. In order to avoid double taxation, the acquisition cost of the Note is calculated to equal the difference between the price paid for the note and any interest amount taxed as interest.

(iii) **Securities linked to equity**

Notes and certificates linked to equity (e.g. shares, shares in funds, equity index) are taxed in the same manner as shares provided that the return derives from equity. This should apply regardless of whether the notes and certificates are denominated in foreign currency. The Swedish Agency's opinion is, however, that a receivable denominated in foreign currency should regardless of whether the return on the receivable is linked to shares be treated as a foreign receivable.

Any fixed, guaranteed return is taxed as interest and does not form part of any capital gain. Floating payments that cannot be predicted (based on the performance of an Underlying Asset, such as an index) are classified as capital gains or, if the payoff is provided before the note is sold, other income derived from the holding of an asset.

Upon disposal prior to maturity an annual guaranteed return shall be regarded as interest compensation. Any remaining amount shall be treated as capital gain or loss. The acquisition cost for the instrument is calculated to equal the difference between the price paid for the note and any interest compensation amount.

At redemption, a yearly guaranteed return is regarded as interest, whereas any remaining part of a yearly floating return shall be treated as other income derived from the holding of an asset. The remainder is taxed as a capital gain or loss.

(iv) **Securities linked to foreign currency**

If the Underlying Assets are related to foreign currency or claims in foreign currency, or if the Securities relate to one or several indices depending on foreign currency, the Securities are treated as foreign receivables.

(e) **Gift, Inheritance and Wealth taxes**

There is no gift, inheritance or wealth tax in Sweden.

(f) **Stamp duty**

There is no stamp duty on the issuing, transfer or redemption of Securities in Sweden.

16.3 **Taxation of Swedish legal entities**

Limited liability companies and other legal entities, except for estates of deceased Swedish individuals, are taxed on all income (including income from the sale of Securities) as income from business activities at a flat rate of 21.4 per cent as from 1 January 2019 (reduced to 20.6 per cent as of January 1, 2021). For financial years starting before 1 January 2019 income from business activities is taxed at 22 per cent. Regarding the calculation of a capital gain or loss and the acquisition cost, see 'Taxation of individuals resident in Sweden' above. However, interest income as well as other income derived from the holding of an asset is taxed on an accruals basis.

Capital losses on Securities regarded as receivables and are fully deductible against any other taxable income from business activities. Capital losses that are not deducted against taxable income within a certain year may normally be carried forward and offset against taxable income the following fiscal year without any limitation in time.

As mentioned above, there is no stamp duty on the issuing, transfer or redemption of Securities in Sweden.

16.4 **Taxation of non-residents in Sweden**

Holders of Securities who are not fiscally resident in Sweden and who are not carrying on business operations from a permanent establishment in Sweden are not taxed for any interest, capital gains or other income derived from the holding of the Securities in Sweden. The Holders may, nevertheless, be subject to tax in their country of residence.

17. **Swiss taxation**

The following is an overview only of the Issuer's understanding of current law and practice in Switzerland relating to the taxation of the Securities issued pursuant to the Programme. Because this overview does not address all tax considerations under Swiss law and as the specific tax situation of an investor cannot be considered in this context, investors are recommended to consult their personal tax advisers as to the tax consequences of the purchase, ownership, sale or redemption of and the income derived from the Securities issued pursuant to the Programme including, in particular, the effect of tax laws of any other jurisdiction.

The Swiss Federal Tax Administration issued on 3 October 2017 a Circular Letter No. 15 regarding Certificates and Derivative Financial Instruments subject to Direct Federal Tax, Withholding Tax and Stamp Duty ("**Circular Letter No. 15**"). The Securities issued pursuant to the Programme will be taxed in accordance with Circular Letter No. 15 and its appendices. Depending on the qualification of the relevant Security by the competent Swiss tax authorities the taxation of each Security may be different.

17.1 **Income tax**

(a) **Securities are held as private assets (*Privatvermögen*) by investors resident in Switzerland**

Pursuant to the principles of Swiss income taxation, capital gains are in principle Swiss personal income tax exempt for, (i) federal direct tax purposes if realised upon a disposal or exchange of movable and immovable private assets and (ii) cantonal/municipal direct tax purposes if realised upon a disposal or exchange of movable private assets whereas investment income (such as, but not limited to, interest, dividends, etc.) deriving from private assets is subject to Swiss personal income tax. However, any capital losses sustained in relation to private assets are not tax deductible. Hence, (i) capital gains realised upon a sale or redemption of the Securities, or (ii) income derived from the Securities stemming from capital gains are in principle Swiss personal income tax exempt for an investor resident in Switzerland holding the

Securities as private assets, whereas investment income deriving from the Securities is in principle subject to Swiss personal income tax.

(b) **Securities are held as business assets (*Geschäftsvermögen*) by investors resident in Switzerland**

Pursuant to the principles of Swiss income taxation, capital gains realised upon disposal, exchange or re-evaluation of business assets are in general subject to, (i) either Swiss personal income tax with respect to individuals, or (ii) Swiss corporate income tax with respect to corporations in the same manner as any other commercial or investment income. This applies to both movable and immovable assets. However, as capital gains in relation to business assets are in principle fully taxable, it follows that capital loss in relation to business assets is tax deductible. Hence, (i) capital gains realised upon a sale, exchange, redemption or re-evaluation of the Securities, or (ii) income derived from the Securities, irrespective of whether such income stems from investment income or capital gains, are in principle subject to either Swiss personal income tax with respect to an individual investor resident in Switzerland holding the Securities as business assets or subject to Swiss corporate income tax with respect to a corporate investor resident in Switzerland.

17.2 **Withholding tax**

The Swiss federal withholding tax is in principle levied on income (such as, but not limited to, interest, pensions, profit distributions, etc.) from, amongst others, bonds and other similar negotiable debt instruments issued by a Swiss tax resident (*Inländer*), distributions from Swiss tax resident corporations, interest on deposits with Swiss banks as well as distributions of or in connection with Swiss tax resident collective investment schemes. For Swiss federal withholding tax purposes, an individual or corporation qualifies as Swiss tax resident (*Inländer*) being subject to withholding taxation if it, (i) is resident in Switzerland, (ii) has its permanent abode in Switzerland, (iii) is a company incorporated under Swiss law having its statutory seat in Switzerland, (iv) is a company incorporated under foreign law but with a registered office in Switzerland, or (v) is a company incorporated under foreign law but is managed and conducts business activities in Switzerland. Hence, as long as the Securities are not issued by an issuer qualifying as a Swiss tax resident for the purposes of the Swiss withholding tax, income derived from the Securities is in principle not subject to Swiss withholding tax.

17.3 **Securities transfer tax**

Swiss securities transfer tax is levied on the transfer of ownership against consideration of certain taxable securities (including, but not limited to, bonds) if a Swiss securities dealer is involved in the transaction. Hence, secondary market transactions in the Securities are subject to Swiss securities transfer tax, calculated on the purchase price or sales proceeds, if the Securities are qualified as taxable securities, provided that a Swiss securities dealer is involved in the transaction and no exemption applies.

17.4 **Automatic Exchange of Information in Tax Matters**

On 19 November 2014, Switzerland signed the Multilateral Competent Authority Agreement (the "**MCAA**"). The MCAA is based on article 6 of the OECD/Council of Europe administrative assistance convention and is intended to ensure the uniform implementation of Automatic Exchange of Information (the "**AEOI**"). The Federal Act on the International Automatic Exchange of Information in Tax Matters (the "**AEOI Act**") entered into force on 1 January 2017. The AEOI Act is the legal basis for the implementation of the AEOI standard in Switzerland.

The AEOI is being introduced in Switzerland through bilateral agreements or multilateral agreements. The agreements have, and will be, concluded on the basis of guaranteed reciprocity, compliance with the principle of speciality (i.e. the information exchanged may only be used to assess and levy taxes (and for criminal tax proceedings)) and adequate data protection.

Switzerland has concluded a multilateral AEOI agreement with the EU (replacing the EU Savings Tax Directive) and has concluded bilateral AEOI agreements with several non-EU countries.

On 27 February 2019, the Federal Council initiated the consultation on the revision of the AEOI Act and AEOI Ordinance. The consultation proposal takes account of recommendations of the Global Forum on Transparency and Exchange of Information for Tax Purposes. They concern, among other things, certain due diligence and registration obligations, the maintenance of a document retention obligation for reporting Swiss financial institutions, as well as definitions. Some exceptions have also been removed or adapted. The amendments to the law and ordinance are expected to enter into force on 1 January 2021.

PURCHASE AND SALE

Pursuant to the Master Subscription Agreement dated 18 June 2020 (as amended, supplemented and /or restated and/or replaced from time to time, the "**Master Subscription Agreement**"), each Manager (being, at the date of this Base Prospectus, each of Barclays Bank PLC, Barclays Capital Inc., Barclays Bank Ireland PLC and Barclays Capital Securities Limited, in their respective capacities as a Manager under the Programme and in relation to any Securities where specified to be the Manager in the Final Terms) has agreed with the Issuer the basis on which it may from time to time agree to purchase Securities. Any such agreement will extend to those matters stated under 'Terms and Conditions of the Securities'. In the Master Subscription Agreement, the Issuer has agreed to reimburse the relevant Manager for certain of its expenses in connection with the Securities issued pursuant to the Programme.

No representation is made that any action has been or will be taken by the Issuer or the Managers in any jurisdiction that would permit a public offering of any of the Securities or possession or distribution of the Base Prospectus or any other offering material or any Final Terms in relation to any Securities in any country or jurisdiction where action for that purpose is required (other than actions by the Issuer to meet the requirements of the Prospectus Regulation for offerings contemplated in the Base Prospectus and/or the Final Terms). No offers, sales, resales or deliveries of any Securities, or distribution of any offering material relating to any Securities, may be made in or from any jurisdiction and/or to any individual or entity except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer and/or the Managers.

Subject to the restrictions and conditions set out in the Base Prospectus, the categories of potential investors to which the Securities are intended to be offered are retail and institutional investors in Belgium, Denmark, Finland, France, Ireland, Italy, Luxembourg, Malta, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland and the United Kingdom.

Selling Restrictions

Australia

The Base Prospectus has not been, and no prospectus or other disclosure document (as defined in the Corporations Act 2001 (Cth) of Australia (the "**Corporations Act**")) in relation to the Programme or the Securities has been or will be, lodged with the Australian Securities and Investments Commission ("**ASIC**").

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that unless the relevant Final Terms (or another supplement to this Base Prospectus) otherwise provides, it:

(a) has not (directly or indirectly) made or invited, and will not make or invite, an offer of the Securities for issue or sale in Australia (including an offer or invitation which is received by a person in Australia); and

(b) has not distributed or published, and will not distribute or publish, any base prospectus, information memorandum or any other offering material or advertisement relating to any Securities in Australia,

unless:

(i) the aggregate consideration payable by each offeree is at least A$500,000 (or its equivalent in an alternate currency, in either case, disregarding monies lent by the offeror or its associates);

(ii) (the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;

(iii) the offer or invitation does not constitute an offer to a 'retail client' as defined for the purposes of section 761G and 761GA of the Corporations Act;

(iv) such action complies with any other applicable laws, regulations or directives in Australia; and

(v) such action does not require any document to be lodged with ASIC, the Australian Securities Exchange or any other regulatory authority in Australia.

Belgium

For selling restrictions in respect of Belgium, please see "Public Offer Selling Restrictions Under The Prospectus Regulation" below.

This Base Prospectus has not been submitted for approval to the Financial Services and Markets Authority. Accordingly, Securities that have a maturity of less than 12 months and qualify as money market instruments (and that therefore fall outside the scope of the Prospectus Regulation) may not be distributed in Belgium by way of an offering to the public, as defined in the law of 11 July 2018 on offerings to the public of investment instruments and the admission of investment instruments to trading on regulated markets, as amended or replaced from time to time, subject to the exemptions set out in this law.

Any offeror of Securities will be required to represent and agree that it will not offer for sale, sell or market Securities to any person qualifying as a consumer within the meaning of Article I.1.2 of the Belgian Code of Economic Law, as amended from time to time, unless such offer, sale or marketing is made in compliance with this Code and its implementing regulation.

France

This Base Prospectus has not been approved by the *Autorité des marchés financiers*.

Each Manager and the relevant Issuer has represented and agreed, and each further Manager appointed under the Programme will be required to represent and agree, that:

(a) *Offer to the public non exempted from the obligation to publish a prospectus in France:* it has only made and will only make an offer of Securities to the public non exempted from the obligation to publish a prospectus in France in the period beginning (i) when a prospectus in relation to those Securities has been approved by the *Autorité des marchés financiers* ("**AMF**"), on the date of such publication or, (ii) when a prospectus has been approved by the competent authority of another Member State of the EEA which has implemented the EU Prospectus Regulation (EU) 2017/1129, as amended, on the date of notification of such approval to the AMF in accordance with Article 25 of the Prospectus Regulation, and ending at the latest on the date which is 12 months after the date of approval of the prospectus, all in accordance with Articles 3 and 12 of the Prospectus Regulation, Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* ("**CMF**") and the *Règlement général* of the AMF ("**RG AMF**"); or

(b) *Offer to the public exempted from the obligation to publish a prospectus (Private placement) in France:* it has not offered or sold and will not offer or sell, directly or indirectly, Securities to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Securities. Such offers, sales and distributions have been and will be made in France only in circumstances that do constitute an offer to the public exempted from the obligation to publish a prospectus pursuant to Articles L.411-2 and L.411-2-1 of the CMF and more particularly to (a) a restricted circle of investors (cercle restreint d'investiseurs), other than qualified investors, acting for their own account; in accordance with Articles L. 411-2 1° and D.411-4 of the CMF and/or (b) qualified investors (investisseurs qualifiés), as defined in, and in accordance with Article L 411-2 1° of the CMF and Article 2(e) of the Prospectus Regulation and/or (c) investors who acquire Securities for a total consideration of at least EUR 100,000 (or its equivalent in another currency) per investor, for each separate offer in accordance with Article L. 411-2-1 2° of the CMF and Article 211-2 II of the RG AMF and/or (d) Securities whose nominal amount or equivalent amounts is at least EUR 100,000 (or its equivalent in another currency) in accordance with Article L. 411-2-1 3° of the CMF and Article 211-2 III of the RG AMF.

The direct or indirect resale of Securities which have been acquired in with respect to an offer to the public exempted from the obligation to publish a prospectus shall be subject to the same restrictions and shall only be made in accordance with Articles L.411-2, L.411-2-1,L412.1 and L.621-8 of the French Code monétaire et financier.

Hong Kong

No advertisement, invitation or document relating to the Securities may be issued, or may be in the possession of any person for the purpose of issue, (in each case whether in Hong Kong or elsewhere), if such advertisement, invitation or document is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside of Hong Kong or only to 'professional investors' within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong, the "**SFO**") and any rules made thereunder.

In addition, in respect of Securities which are not a 'structured product' as defined in the SFO, the Securities may not be offered or sold in Hong Kong by means of any document other than (i) to 'professional investors' within the meaning of the SFO and any rules made thereunder; or (ii) in other circumstances which do not result in the document being a 'prospectus' within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32, Laws of Hong Kong, the "**CO**") or which do not constitute an offer to the public within the meaning of the CO.

Ireland

Each Manager has represented, warranted and agreed that (and each further Manager appointed under the Programme will be required to represent, warrant and agree that) it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Securities, or do anything in Ireland in respect of the Securities, otherwise than in conformity with the provisions of:

(a) Regulation (EU) 2017/1129, Commission Delegated Regulation (EU) 2019/980 (PR Regulation), Commission Delegated Regulation (EU) 2019/979 and any CBI rules issued and / or in force pursuant to section 1363 of the Irish Companies Act 2014 (as amended);

(b) the Irish Companies Act 2014 (as amended);

(c) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) and it will conduct itself in accordance with any rules or codes of conduct and any conditions or requirements, or any other enactment, imposed or approved by the CBI;

(d) Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, the European Union (Market Abuse) Regulations 2016 and any CBI rules issued and/or in force pursuant to section 1370 of the Irish Companies Act 2014 (as amended);

(e) Regulation (EU) No. 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance based investment products; and

(f) the Central Bank Acts 1942 to 2019 (as amended) and any codes of conduct rules made under section 117(1) of the Central Bank Act 1989.

Italy

In addition to the requirements set out under *'Public offer selling restrictions under the Prospectus Regulation*', any offer, sale or delivery of the Securities or distribution of copies of the Base Prospectus or any other document relating to the Securities in the Republic of Italy must be:

(a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Legislative Decree No. 58 of 24 February 1998, as amended (the "**Italian Financial Services Act**"), CONSOB Regulation 15 February 2018, No. 20307 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Italian Banking Act**");

(b) in compliance with Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy which have been issued on 25 August 2015 and came into force on 1 October 2016, as amended from time to time, pursuant to which the Bank of Italy requests periodic information on the issue or the offer of securities in the Republic of Italy to be provided by uploading such information on the Infostat platform of the Bank of Italy; and

(c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

Please note that in accordance with Article 100–bis of the Italian Financial Services Act, where no exemption from the rules on public offerings applies, Securities which are initially offered and placed in Italy or abroad to qualified investors only but in the following year are continuously (*sistematicamente*) distributed on the secondary market in Italy become subject to the public offer and the prospectus requirement rules provided under the Italian Financial Services Act and CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time. Failure to comply with such rules may result in the sale of such Securities being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

Korea

Each Manager has represented, warranted and agreed, and any additional Manager or Holder of Securities named in the Final Terms will be required to represent, warrant and agree, that the Securities have not been and will not be registered under the Financial Investment Services and Capital Markets Act of the Republic of Korea and that the Securities have not been and will not be offered, delivered or sold directly or indirectly in Korea or to any resident of Korea (as defined under the Foreign Exchange Transaction Law of Korea and the regulations thereunder) or to others for reoffering or resale, directly or indirectly, in Korea or to any resident of Korea, except as otherwise permitted under the applicable laws and regulations of Korea. Furthermore, a Holder of Securities is prohibited from offering, delivering or selling any Securities, directly or indirectly, in Korea or to any Korean resident except as otherwise permitted under Korean laws and regulations. Each Manager has undertaken, and any additional Manager named in the Final Terms will be required to undertake, to ensure that any investor to which it sells Securities confirms that it is purchasing such Securities as principal and agrees with such Manager that it will comply with the restrictions described above.

Mainland China

The Securities may not be offered or sold or delivered, or offered or sold or delivered to any person for reoffering or resale or redelivery, in any such case directly or indirectly (a) by means of any advertisement, invitation, document or activity which is directed at, or the contents of which are likely to be accessed or read by, the public in the PRC, for the purpose of the Base Prospectus, excluding Hong Kong, Taiwan and Macau ("**Mainland China**") or (b) to any person within Mainland China other than as permitted by and in full compliance with the relevant laws and regulations of Mainland China, including but not limited to the Securities Law of the PRC, the Company Law of the PRC and/or the applicable administrative rules governing derivatives activities of financial institutions of Mainland China (as amended from time to time). The Issuer does not represent that the Base Prospectus may be lawfully distributed, or that any Securities may be lawfully offered, in compliance with any applicable registration or other requirements in Mainland China, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. Neither the Base Prospectus nor any material or information contained or incorporated by reference therein relating to the Programme, which has not been and will not be submitted to or approved/verified by or registered with the China Securities Regulatory Commission or other relevant governmental authorities in Mainland China, constitutes an offer or solicitation of an offer to subscribe, purchase or sell the Securities in Mainland China or may be supplied to the public in Mainland China or used in connection with any offer for the subscription, purchase or sale of the Securities other than in compliance with the aforesaid in Mainland China.

The Netherlands

The following summary outlines certain principal Dutch tax consequences of the acquisition, holding, redemption and disposal of Securities, but does not purport to be a comprehensive description of all Dutch tax considerations that may be relevant. For purposes of Dutch tax law, a Holder of Securities

may include an individual or entity who does not have the legal title of these Securities, but to whom nevertheless the Securities or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Securities or the income thereof. This summary is intended as general information only and each prospective investor should consult a professional tax adviser with respect to the tax consequences of the acquisition, holding, redemption and disposal of Securities.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Base Prospectus, and it does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Dutch corporate and individual income tax consequences for:

(a) investment institutions (*fiscale beleggingsinstellingen*);

(b) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other Dutch tax resident entities that are not subject to or exempt from Dutch corporate income tax;

(c) Holders of Securities holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (fictief aanmerkelijk belang) in the Issuer and Holders of Securities of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutorily defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of the Issuer or 5% or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit-sharing rights in the Issuer;

(d) persons to whom the Securities and the income therefrom are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Dutch Income Tax Act 2001 (*Wet* inkomstenbelasting 2001);

(e) entities which are a resident of Aruba, Curacao or Sint Maarten and that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba and the Securities are attributable to such permanent establishment or permanent representative;

(f) individuals to whom Securities or the income there from are attributable to employment activities which are taxed as employment income in the Netherlands; and

For the purpose of the Dutch tax consequences described herein, it is assumed that the Issuer is neither a resident of the Netherlands nor deemed to be a resident of the Netherlands for Netherlands tax purposes nor has a permanent establishment in the Netherlands to which the Securities are attributed.

Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

This summary does not describe the consequences of the exchange or the conversion of the Securities.

Portugal

Each Manager has represented and agreed, and each further Manager appointed pursuant to the Programme will be required to represent and agree, that the Securities may not be and will not be offered to the public in Portugal under circumstances which are deemed to be a public offering (*oferta pública*) under the Portuguese Securities Code (*Código dos Valores Mobiliários*) approved by Decree-Law 486/99, of 13 November 1999 (as amended and restated from time to time), unless (i) the requirements and provisions applicable to public offerings in Portugal are met, (ii) the relevant registration, filing, approval or recognition with or by the Portuguese Securities Market Commission (*Comissão do Mercado de Valores Mobiliários*, the "**CMVM**") is made or obtained and (iii) compliance with all laws and regulations applicable in Portugal to such offering is ensured.

Each Manager has also represented and agreed, and each further Manager appointed pursuant to the Programme will be required to represent and agree, that the Securities may not be and will not be offered to retail investors (as defined in Regulation (EU) No 1286/2014 ("**PRIIPs Regulation**")) in Portugal unless (i) the Final Terms specify the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", (ii) any key information document required under the PRIIPs Regulation, the PRIIPs legal framework approved by Decree-Law 35/2018 and the CMVM Regulation 8/2018 (collectively the "**PRIIPs Rules**") are prepared and delivered to the investors, (iii) any required registration, filing, approval or recognition of such document or any advertising material with or by the CMVM is made or obtained and (iv) compliance with all laws and regulations applicable in Portugal to such offering is ensured.

In addition, each Manager has represented and agreed, and each further Manager appointed pursuant to the Programme will be required to represent and agree, that:

(a) it has not, directly or indirectly, distributed, made available or caused to be distributed this Base Prospectus and/or any related offering or advertising material or otherwise offered, advertised, marketed, invited to subscribe, gathered investment intentions, sold, re-sold, re-offered or delivered any Securities in Portugal and/or towards any individuals or entities resident in Portugal or having a permanent establishment located in Portuguese territory ("**Portuguese Investors**"); and

(b) it will not, directly or indirectly, take any of the actions mentioned in (a) in the future,

other than in compliance with all applicable provisions of the Portuguese Securities Code (*Código dos Valores Mobiliários*), the Credit Institutions and Financial Companies Legal Framework (*Regime Geral das Instituições de Crédito e Sociedades Financeiras*), Regulation (EC) No 809/2004 of 29 April 2004 (as amended from time to time), the PRIIPS Rules and any applicable CMVM regulations and all other Portuguese securities laws and regulations which, in any such case, may be applicable to any offer or sale of Securities in Portugal and/or to any Portuguese Investors.

Public Offer Selling Restrictions Under The Prospectus Regulation

If the Final Terms in respect of the Securities specifies "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area and the United Kingdom (each, a "**Relevant State**"), each Manager has represented and agreed, and each further Manager appointed pursuant to the Programme 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 in relation thereto to the public in that Relevant State except that it may make an offer of such Securities to the public in that Relevant State:

(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 in that Relevant State (a "**Public 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 State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Public 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 Public 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) 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 or supplement a prospectus pursuant to, respectively, Article 3 and Article 23 of the Prospectus Regulation.

For the purposes of this section 'Public offer selling restrictions under the Prospectus Regulation', the expression "an offer of Securities to the public" in relation to any Securities in any Relevant 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 Securities and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 (as amended).

Each Manager has represented and agreed, and each further Manager appointed under this Programme will be required to represent and agree, in relation to any offering of Securities for which Directive 2014/65/EU (as amended, "**MiFID II**") applies, any commission or fee received from the Issuer complies with the applicable rules set out in MiFID II.

Prohibition of sales to EEA and UK Retail Investors

Unless the Final Terms in respect of the Securities specifies "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", each Manager has represented and agreed, and each further manager appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area or 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 (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, 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 (EU) 2017/1129 (as amended, 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.

Singapore

This Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Base Prospectus and any other document or material (without limitation, including the relevant Final Terms) in connection with the offer or sale, or invitation for subscription or purchase, of the Securities may not be circulated or distributed, nor may the Securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act, Chapter 289 of Singapore, as modified or amended from time to time (the "**SFA**")), pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Switzerland

As of the effective date of the Swiss Federal Financial Services Act ("**FinSA**") and the implementing Financial Services Ordinance ("**FinSO**") and subject to applicable transitory provisions and to the term of the Securities, if the relevant Final Terms or Pricing Supplement in respect of any Securities specifies "Prohibition of Offer to Private Clients in Switzerland" to be applicable, the Securities which are the subject of such Final Terms or Pricing Supplement shall not be offered to any Private Client in Switzerland:

(a) the expression "Private Client" means a person who is not one (or more) of the following:

(i) a professional client as defined in article 4 para. 3 of FinSA (not having opted-in on the basis of article 5 para. 5 of FinSA) or a private client as defined in article 5 para. 1 of FinSA (having opted-out); or

(ii) an institutional client as defined in article 4 para. 4 of FinSA; or

(iii) a private client according to article 58 para. 2 of FinSA.

(b) the expression "offer" refers to the respective definition in article 3 lit. g of FinSA as further detailed in the FinSO.

Notwithstanding the above, in the case where the relevant Final Terms or Pricing Supplement in respect of any Securities specifies "Prohibition of Offer to Private Clients in Switzerland" to be applicable or in the case of the next paragraph being applicable but where the manufacturer (*Ersteller*) subsequently prepares and publishes a key information document under article 58 of FinSA (*Basisinformationsblatt für Finanzinstrumente*) or article 59 para. 2 of FinSA in respect of such Securities, then following such publication, the prohibition on the offering of the Securities to private clients in Switzerland as described above shall no longer apply.

In the case where the Final Terms or Pricing Supplement in respect of any Securities does specify "Prohibition of Offer to Private Clients in Switzerland" to be "Not Applicable" but (i) the transitory provision of article 95 para. 4 of FinSA is applicable or (ii) if for structured products only a simplified prospectus based on the transitory provision of article 111 of FinSO has been prepared or, for leverage products, no key information document has been prepared, after the expiry of the respective transitory period, the prohibition of the offering of the Securities to Private Clients in Switzerland as described above shall automatically apply, subject to the preceding paragraph.

The Securities do not constitute collective investments within the meaning of the Swiss Act on Collective Investment Schemes ("**CISA**"). Accordingly, holders of the Securities do not benefit from protection under the CISA or from the supervision of the Swiss Financial Market Supervisory Authority ("**FINMA**"). Investors are exposed to the default risk of the Issuer.

Taiwan

The offer of the Securities has not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan and/or other regulatory authority of Taiwan pursuant to relevant securities laws and regulations and the Securities may not be offered, issued or sold in Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan that requires the registration or filing with or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorised to offer or sell the Securities in Taiwan.

United Kingdom

Any offeror of Securities will be required to represent and agree that:

(a) *Financial Promotion*: it has only communicated or caused to be communicated and will only communicate or cause to be communicated an 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 would not, if it was not an authorised person, apply to the Issuer; and

(b) *General Compliance*: it has complied and will comply with all applicable provisions of the FSMA and the Financial Conduct Authority Handbook with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

United States of America

US Tax selling restrictions

Securities issued in bearer form for US tax purposes ("**Bearer Instruments**") may not be offered, sold or delivered within the United States or its possessions or to a United States person except as permitted under the US Treasury Regulation section 1.163-5(c)(2)(i)(D) (the "**D Rules**").

The Issuer and each Manager has represented and agreed (and each additional Manager named in a set of Final Terms will be required to represent and agree) that in addition to the relevant US Securities Selling Restrictions set out below:

(a) except to the extent permitted under the D Rules, (x) it has not offered or sold, and during a 40-calendar-day restricted period it will not offer or sell, Bearer Instruments to a person who is within the United States or its possessions or to a United States person and (y) such Manager has not delivered and agrees that it will not deliver within the United States or its possessions definitive Bearer Instruments 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 Bearer Instruments are aware that Bearer Instruments 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 D Rules);

(c) if it is a United States person, it is acquiring the Bearer Instruments for purposes of resale in connection with their original issuance, and, if it retains Bearer Instruments for its own account, it will do so in accordance with the requirements of the D Rules;

(d) with respect to each affiliate or distributor that acquires Bearer Instruments from a Manager for the purpose of offering or selling such Bearer Instruments during the restricted period, the Manager either repeats and confirms the representations and agreements contained in sub-clauses (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 the Issuer and each Manager the representations and agreements contained in such sub-clauses; and

(e) it has not entered into 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 Manager) has offered or sold, or during the

restricted period will offer or sell, any Bearer Instruments except where pursuant to the contract the relevant Manager has obtained or will obtain from that party, for the benefit of the Issuer and each Manager, the representations contained in, and that party's agreement to comply with, the provisions of sub-clauses (a), (b), (c) and (d).

Terms used in the paragraphs above shall, unless the context otherwise requires, have the meanings given to them by the Internal Revenue Code and the US Treasury Regulations thereunder, including the D Rules.

To the extent that the Final Terms relating to Bearer Instruments specify that the Securities are subject to US Treasury Regulation section 1.163-5(c)(2)(i)(C) (the "**C Rules**"), such Bearer Instruments must be issued and delivered outside the United States and its possessions in connection with their original issuance by an issuer that (directly or indirectly through its agents) does not significantly engage in interstate commerce with respect to the issuance. Each Manager has represented and agreed (and each additional Manager named in a set of Final Terms will be required to represent and agree) that: (i) it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, any such Bearer Instruments within the United States or its possessions within the United States or its possessions; (ii) it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either of them is within the United States or its possessions; and (iii) it will not otherwise involve its US office in the offer and sale of such Bearer Instruments. Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder, including the C Rules.

U.S. Persons

The Issuer makes no representation regarding the characterisation of the Securities for US federal income tax purposes. The Securities may not be a suitable investment for U.S. persons and other persons subject to net income taxation in the United States.

US securities selling restrictions

The Securities and, as applicable, the Entitlements have not been and will not be registered under the Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States. The Securities and, as applicable, the Entitlements may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except in certain transactions exempt from the registration requirements of the Securities Act and applicable state securities laws. The Securities and, as applicable, the Entitlements are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. Trading in the Securities and the Entitlements has not been approved by the US Commodities Futures Trading Commission under the Commodity Exchange Act and the rules and regulations promulgated thereunder. Terms used in this section (*US securities selling restrictions*) shall, unless the context otherwise requires, have the meanings given to them by Regulation S.

Each Manager has represented and agreed (and each further Manager named in the Final Terms will be required to represent and agree) that it has not offered or sold and will not offer or sell Securities (i) as part of their distribution at any time or (ii) otherwise until 40 (forty) calendar days after the completion of the distribution of an identifiable tranche of which such Securities are part, as determined and certified to the Agent by such Manager (in the case of a non-syndicated issue) or the relevant lead Manager (in the case of a syndicated issue), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Manager to which it sells Securities during the Distribution Compliance Period a confirmation or other notice setting out 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 the preceding sentence have the meanings given to them by Regulation S. None of such Manager, its Affiliates, or any persons acting on its or their behalf, has engaged or will engage in any directed selling efforts (as defined in Regulation S) with respect to the Securities, and such Manager, its Affiliates and all persons acting on its or their behalf have complied and will comply with any applicable offering restrictions requirement of Regulation S.

In addition, until 40 (forty) calendar days after the completion of the distribution of an identifiable tranche of Securities, any offer or sale of such Securities or Entitlements within the United States by

any Manager (whether or not participating in the offering of such Securities or Entitlements) may violate the registration requirements of the Securities Act.

The Securities, and, as applicable, the Entitlements, are being offered and sold outside the United States to non-U.S. persons in reliance of Regulation S.

The Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of Securities, and, as applicable, the Entitlements, outside the United States and for the listing of Securities on the Relevant Stock Exchange. The Issuer and the Managers reserve the right to reject any offer to purchase the Securities, in whole or in part, for any reason. The Base Prospectus does not constitute an offer to any person in the United States or to any U.S. person. Distribution of the Base Prospectus by any non- U.S. person outside the United States is unauthorised, and any disclosure without the prior written consent of the Issuer of any of its contents to any of such U.S. person or other person within the United States is prohibited.

General

The selling restrictions may be modified by the agreement of the Issuer and the relevant Manager, including following a change in a relevant law, regulation or directive.

No action has been taken in any jurisdiction that would permit a public offering of any of the Securities, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Manager has agreed that it will comply with all relevant laws, regulations and directives, and obtain all relevant consents, approvals or permissions, in each jurisdiction in which it purchases, offers, sells or delivers Securities or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms, and neither the Issuer nor any Manager shall have responsibility therefor.

Benefit plan investor selling restrictions

The Securities and any beneficial interest therein may not be sold or transferred to (i) any employee benefit plan, as defined in Section 3(3) of the US Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), that is subject to Part 4 of Subtitle B of Title I of ERISA, (ii) any plan, as defined in Section 4975(e)(1) of the Code, that is subject to Section 4975 of the Code, (iii) any governmental plan (as defined in Section 3(32) of ERISA), church plan (as defined in Section 3(33) of ERISA) or non-U.S. plan (as described in Section 4(b)(4) of ERISA) that is subject to any law, rule or regulation that is substantially similar to Part 4 of Subtitle B of Title I of ERISA or Section 4975 of the Code ("**Similar Law**"), or (iv) any entity the underlying assets of which are treated as assets of a plan described in (i), (ii) or (iii) for purposes of Part 4 of Subtitle B of Title I of ERISA, Section 4975 of the Code or any Similar Law (each of (i), (ii) (iii) and (iv) a "**Benefit Plan Investor**"), or to any person acting on behalf of or investing the assets of a Benefit Plan Investor. Each person that acquires Securities or any beneficial interest therein shall, by its acquisition thereof, be deemed to have continuously represented, warranted and covenanted throughout the period it holds the Securities or beneficial interest that it is not, and is not acting on behalf of or investing the assets of, a Benefit Plan Investor.

IMPORTANT LEGAL INFORMATION

Public Offers and consent

Public Offers

Certain tranches of Securities may, subject as provided below, be subsequently resold, finally placed or otherwise offered by financial intermediaries in circumstances where there is no exemption from the requirement to publish a prospectus under the Prospectus Regulation. Any such resale, placement or offer is referred to in the Base Prospectus as a 'Public Offer'. Any person making or intending to make a Public Offer of Securities must do so only with the consent of the Issuer and subject to and in accordance with the relevant conditions to such consent – see '*Consent to the use of the Base Prospectus*' below.

Other than as set out immediately below, neither the Issuer nor any of the Managers has authorised (nor do they authorise or consent to the use of the Base Prospectus (or Final Terms) in connection with) the making of any Public Offer of Securities by any person in any circumstances. Any such unauthorised offers are not made on behalf of the Issuer or any of the Managers or Authorised Offerors (as defined below) and none of the Issuer or any of the Managers or Authorised Offerors has any responsibility or liability for the actions of any person making such offers. Any Public Offer made without the consent of the Issuer is unauthorised and none of the Issuer or any of the Managers or Authorised Offerors accepts any responsibility or liability for the actions of the persons making any such unauthorised offer. Any persons to whom an offer of any Securities is made should enquire whether a financial intermediary is an Authorised Offeror.

Consent to the use of the Base Prospectus

In connection with a Public Offer of Securities as described in the Final Terms, the Issuer consents or (in the case of (b) (General Consent)) offers to grant its consent to the use of the Base Prospectus (as supplemented from time to time) and Final Terms (and accepts responsibility for the information contained in the Base Prospectus (as supplemented from time to time) and Final Terms in relation to any person who purchases Securities in such Public Offer made by an Authorised Offeror), by or to (as applicable) each of the following financial intermediaries, in each case subject to compliance by such financial intermediary with the Conditions to Consent (as described below) (each, an "**Authorised Offeror**"):

(a) **Specific Consent**: each financial intermediary which either:

(i) is expressly named as an Initial Authorised Offeror in the Final Terms; or

(ii) is expressly named as an Authorised Offeror on the Issuer's website: (*https://www.home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-final-terms*) (in which case, its name and address will be published on the Issuer's website); and

(b) **General Consent**: if Part B of the Final Terms specifies 'General Consent' as applicable, each financial intermediary which both:

(i) is authorised to make such offers under MiFID II; and

(ii) accepts the offer by the Issuer by publishing on its website the following statement (with the information in square brackets duly completed with the relevant information) (the "**Acceptance Statement**"):

"*We, [specify name of financial intermediary], refer to the offer of [specify title of securities] (the "**Securities**") described in the Final Terms dated [specify date] (the "Final Terms") published by Barclays Bank PLC (the "**Issuer**"). In consideration of the Issuer offering to grant its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the Public Offer of the Securities in the Public Offer Jurisdiction(s) during the Offer Period and subject to and in accordance with the conditions set out in the Final Terms and Base Prospectus, we accept the offer by the*

Issuer. We confirm that we are authorised under MiFID II to make, and are using the Base Prospectus in connection with, the Public Offer accordingly. Terms used herein and otherwise not defined shall have the same meaning as given to such terms in the Base Prospectus and Final Terms."

The consent of the Issuer referred to in (a) and (b) above is subject to compliance by the relevant financial intermediary with the following conditions (the "**Conditions to Consent**"):

(a) **Public Offer Jurisdiction(s)**: the Public Offer is only made in Belgium, Denmark, Finland, France, Ireland, Italy, Luxembourg, Malta, the Netherlands, Norway, Portugal, Spain, Sweden and/or the United Kingdom, as specified in the Final Terms (the "**Public Offer Jurisdiction(s)**");

(b) **Offer Period**: the Public Offer is only made during the offer period specified in the Final Terms (the "**Offer Period**"); and

(c) Other: each of the other conditions (if any) provided in the Final Terms.

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

The Issuer may give consent to one or more additional Authorised Offerors in respect of a Public Offer after the date of the Final Terms, discontinue or change the Offer Period, and/or remove or add conditions to consent and, if it does so, such information will be published at: (*https://www.home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-final-terms)*. Any new information with respect to Authorised Offerors unknown at the time of the approval of the Base Prospectus or the filing of the Final Terms will be published and can be found at: (*https://www.home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-final-terms)*.

Neither the Issuer nor any Manager has any responsibility for any of the actions of any Authorised Offeror, including their compliance with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to an offer.

Any offer or sale of Securities to an investor by an Authorised Offeror will be made in accordance with any terms and other arrangements in place between such Authorised Offeror and such investor, including as to price, allocations and settlement arrangements. Where such information is not contained in the Base Prospectus or Final Terms, it will be the responsibility of the applicable financial intermediary at the time of such offer to provide the investor with that information and neither the Issuer nor any Manager or other Authorised Offeror has any responsibility or liability for such information.

Any Authorised Offeror falling within (a) (*General Consent*) above using the Base Prospectus in connection with a Public Offer is required, for the duration of the relevant Offer Period, to publish on its website the Acceptance Statement.

Hyper-links to websites

For the avoidance of doubt, the content of any website to which a hyper-link is provided shall not form part of the Base Prospectus unless that information is incorporated by reference into the Base Prospectus.

Fungible issuances

(a) In the case of any issue of Securities which is to be consolidated and form a single Series with an existing Series the first tranche of which was issued under the 2019 GSSP Base Prospectus 9 or in respect of any other issue of Securities the terms and conditions of which are as set out in the 2019 GSSP Base Prospectus 9, such Securities will be documented using the 2019 GSSP Base Prospectus 9 Pro Forma Final Terms (which is incorporated by reference into this Base Prospectus), save that the first two paragraphs under the title of the 2019 GSSP Base Prospectus 9 Pro Forma Final Terms shall be deleted and replaced with the following:

*'This document constitutes the final terms of the Securities (the "Final Terms") described herein for the purposes of Article 8 of the Prospectus Regulation and is prepared in connection with the Global Structured Securities Programme established by Barclays Bank PLC (the "Issuer"). These Final Terms complete and should be read in conjunction with GSSP Base Prospectus 9 which constitutes a base prospectus drawn up as separate documents (including the Registration Document dated [24 March 2020][●][as supplemented on 8 May 2020 [,][and] [●]] and the Securities Note relating to the GSSP Base Prospectus 9 dated 17 July 2020 [as supplemented [on] [●]]) for the purposes of Article 8(6) of the Prospectus Regulation, save in respect of the Terms and Conditions of the Securities which are extracted from the 2019 GSSP Base Prospectus 9 dated 19 July 2019 (the "**2019 GSSP Base Prospectus 9**") and which are incorporated by reference into the Base Prospectus. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of this Final Terms and the Base Prospectus, save in respect of the Terms and Conditions of the Securities which are extracted from the 2019 GSSP Base Prospectus 9. A summary of the individual issue of the Securities is annexed to this Final Terms.*

The Base Prospectus, any supplements to the Base Prospectus and the 2019 GSSP Base Prospectus 9 are available for viewing at: https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/ and during normal business hours at the registered office of the Issuer and the specified office of the Issue and Paying Agent for the time being in London, and copies may be obtained from such office. Words and expressions defined in the 2019 GSSP Base Prospectus 9 and not defined in the Final Terms shall bear the same meanings when used herein.'

(b) In the case of any issue of Securities which is to be consolidated and form a single Series with an existing Series the first tranche of which was issued under the 2018 GSSP Base Prospectus 9 or in respect of any other issue of Securities the terms and conditions of which are as set out in the 2018 GSSP Base Prospectus 9, such Securities will be documented using the 2018 GSSP Base Prospectus 9 Pro Forma Final Terms (which is incorporated by reference into this Base Prospectus), save that the first two paragraphs under the title of the 2018 GSSP Base Prospectus 9 Pro Forma Final Terms shall be deleted and replaced with the following:

*'This document constitutes the final terms of the Securities (the "**Final Terms**") described herein for the purposes of Article 8 of the Prospectus Regulation and is prepared in connection with the Global Structured Securities Programme established by Barclays Bank PLC (the "**Issuer**"). These Final Terms complete and should be read in conjunction with GSSP Base Prospectus 9 which constitutes a base prospectus drawn up as separate documents (including the Registration Document dated [24 March 2020][●][as supplemented on 8 May 2020 [,][and] [●]] and the Securities Note relating to the GSSP Base Prospectus 9 dated 17 July 2020 [as supplemented [on] [●]]) for the purposes of Article 8(6) of the Prospectus Regulation, save in respect of the Terms and Conditions of the Securities which are extracted from the 2018 GSSP Base Prospectus 9 dated 10 August 2018 (the "**2018 GSSP Base Prospectus 9**") and which are incorporated by reference into the Base Prospectus. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus, save in respect of the Terms and Conditions of the Securities which are extracted from the 2018 GSSP Base Prospectus 9. A summary of the individual issue of the Securities is annexed to this Final Terms.*

The Base Prospectus, any supplements to the Base Prospectus and the 2018 GSSP Base Prospectus 9 are available for viewing at: https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/ and during normal business hours at the registered office of the Issuer and the specified office of the Issue and Paying Agent for the time being in London, and copies may be obtained from such office. Words and expressions defined in the 2018 GSSP Base Prospectus 9 and not defined in the Final Terms shall bear the same meanings when used herein.'

(c) In the case of any issue of Securities which is to be consolidated and form a single Series with an existing Series the first tranche of which was issued under the 2017 GSSP Base Prospectus 9 or in respect of any other issue of Securities the terms and conditions of which are as set out in the 2017 GSSP Base Prospectus 9, such Securities will be documented using the 2017 GSSP Base Prospectus 9 Pro Forma Final Terms (which is incorporated by reference into this Base Prospectus), save that the first two paragraphs under the title of the 2017 GSSP Base Prospectus 9 Pro Forma Final Terms shall be deleted and replaced with the following:

> '*This document constitutes the final terms of the Securities (the "**Final Terms**") described herein for the purposes of Article 8 of the Prospectus Regulation and is prepared in connection with the Global Structured Securities Programme established by Barclays Bank PLC (the "**Issuer**"). These Final Terms complete and should be read in conjunction with GSSP Base Prospectus 9 which constitutes a base prospectus drawn up as separate documents (including the Registration Document dated [24 March 2020][●][as supplemented on 8 May 2020 [,][and] [●]] and the Securities Note relating to the GSSP Base Prospectus 9 dated 17 July 2020 [as supplemented [on] [●]]) for the purposes of Article 8(6) of the Prospectus Regulation, save in respect of the Terms and Conditions of the Securities which are extracted from the 2017 GSSP Base Prospectus 9 dated 11 August 2017 (the "**2017 GSSP Base Prospectus 9**") and which are incorporated by reference into the Base Prospectus. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus, save in respect of the Terms and Conditions of the Securities which are extracted from the 2017 GSSP Base Prospectus 9. A summary of the individual issue of the Securities is annexed to this Final Terms.*
>
> *The Base Prospectus, any supplements to the Base Prospectus and the 2017 GSSP Base Prospectus 9 are available for viewing at: https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/ and during normal business hours at the registered office of the Issuer and the specified office of the Issue and Paying Agent for the time being in London, and copies may be obtained from such office. Words and expressions defined in the 2017 GSSP Base Prospectus 9 and not defined in the Final Terms shall bear the same meanings when used herein.*'

(d) In the case of any issue of Securities which is to be consolidated and form a single Series with an existing Series the first tranche of which was issued under the 2016 GSSP Base Prospectus 9 or in respect of any other issue of Securities the terms and conditions of which are as set out in the 2016 GSSP Base Prospectus 9, such Securities will be documented using the 2016 GSSP Base Prospectus 9 Pro Forma Final Terms (which is incorporated by reference into this Base Prospectus), save that the first two paragraphs under the title of the 2016 GSSP Base Prospectus 9 Pro Forma Final Terms shall be deleted and replaced with the following:

> '*This document constitutes the final terms of the Securities (the "**Final Terms**") described herein for the purposes of Article 8 of the Prospectus Regulation and is prepared in connection with the Global Structured Securities Programme established by Barclays Bank PLC (the "**Issuer**"). These Final Terms complete and should be read in conjunction with GSSP Base Prospectus 9 which constitutes a base prospectus drawn up as separate documents (including the Registration Document dated [24 March 2020][●][as supplemented on 8 May 2020 [,][and] [●]] and the Securities Note relating to the GSSP Base Prospectus 9 dated 17 July 2020 [as supplemented [on] [●]]) for the purposes of Article 8(6) of the Prospectus Regulation, save in respect of the Terms and Conditions of the Securities which are extracted from the 2016 GSSP Base Prospectus 9 dated 12 August 2016 (the "**2016 GSSP Base Prospectus 9**") and which are incorporated by reference into the Base Prospectus. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus, save in respect of the Terms and Conditions of the Securities which are extracted from the 2016 GSSP Base Prospectus 9. A summary of the individual issue of the Securities is annexed to this Final Terms.*
>
> *The Base Prospectus, any supplements to the Base Prospectus and the 2016 GSSP Base Prospectus 9 are available for viewing at: https://home.barclays/investor-*

relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/ and during normal business hours at the registered office of the Issuer and the specified office of the Issue and Paying Agent for the time being in London, and copies may be obtained from such office. Words and expressions defined in the 2016 GSSP Base Prospectus 9 and not defined in the Final Terms shall bear the same meanings when used herein.'

(e) In the case of any issue of Securities which is to be consolidated and form a single Series with an existing Series the first tranche of which was issued under the 2015 GSSP Base Prospectus 9 or in respect of any other issue of Securities the terms and conditions of which are as set out in the 2015 GSSP Base Prospectus 9, such Securities will be documented using the 2015 GSSP Base Prospectus 9 Pro Forma Final Terms (which is incorporated by reference into this Base Prospectus), save that the first two paragraphs under the title of the 2015 GSSP Base Prospectus 9 Pro Forma Final Terms shall be deleted and replaced with the following:

*'This document constitutes the final terms of the Securities (the "**Final Terms**") described herein for the purposes of Article 8 of the Prospectus Regulation and is prepared in connection with the Global Structured Securities Programme established by Barclays Bank PLC (the "**Issuer**"). These Final Terms complete and should be read in conjunction with GSSP Base Prospectus 9 which constitutes a base prospectus drawn up as separate documents (including the Registration Document dated [24 March 2020][●][as supplemented on 8 May 2020 [,][and] [●]] and the Securities Note relating to the GSSP Base Prospectus 9 dated 17 July 2020 [as supplemented [on] [●]]) for the purposes of Article 8(6) of the Prospectus Regulation, save in respect of the Terms and Conditions of the Securities which are extracted from the 2015 GSSP Base Prospectus 9 dated 12 August 2015 (the "**2015 GSSP Base Prospectus 9**") and which are incorporated by reference into the Base Prospectus. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus, save in respect of the Terms and Conditions of the Securities which are extracted from the 2015 GSSP Base Prospectus 9. A summary of the individual issue of the Securities is annexed to this Final Terms.*

The Base Prospectus, any supplements to the Base Prospectus and the 2015 GSSP Base Prospectus 9 are available for viewing at: https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/ and during normal business hours at the registered office of the Issuer and the specified office of the Issue and Paying Agent for the time being in London, and copies may be obtained from such office. Words and expressions defined in the 2015 GSSP Base Prospectus 9 and not defined in the Final Terms shall bear the same meanings when used herein.'

(f) In the case of any issue of Securities which is to be consolidated and form a single Series with an existing Series the first tranche of which was issued under the 2014 GSSP Base Prospectus 9 or in respect of any other issue of Securities the terms and conditions of which are as set out in the 2014 GSSP Base Prospectus 9, such Securities will be documented using the 2014 GSSP Base Prospectus 9 Pro Forma Final Terms (which is incorporated by reference into this Base Prospectus), save that the first two paragraphs under the title of the 2014 GSSP Base Prospectus 9 Pro Forma Final Terms shall be deleted and replaced with the following:

*'This document constitutes the final terms of the Securities (the "**Final Terms**") described herein for the purposes of Article 8 of the Prospectus Regulation and is prepared in connection with the Global Structured Securities Programme established by Barclays Bank PLC (the "**Issuer**"). These Final Terms complete and should be read in conjunction with GSSP Base Prospectus 9 which constitutes a base prospectus drawn up as separate documents (including the Registration Document dated [24 March 2020][●][as supplemented on 8 May 2020 [,][and] [●]] and the Securities Note relating to the GSSP Base Prospectus 9 dated 17 July 2020 [as supplemented [on] [●]]) for the purposes of Article 8(6) of the Prospectus Regulation, save in respect of the Terms and Conditions of the Securities which are extracted from the 2014 GSSP Base Prospectus 9 dated 19 August 2014 (the "**2014 GSSP Base Prospectus 9**") and which are incorporated by reference into the Base Prospectus. Full information on the Issuer*

and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus, save in respect of the Terms and Conditions of the Securities which are extracted from the 2014 GSSP Base Prospectus 9. A summary of the individual issue of the Securities is annexed to this Final Terms.

The Base Prospectus, any supplements to the Base Prospectus and the 2014 GSSP Base Prospectus 9 are available for viewing at: https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/ and during normal business hours at the registered office of the Issuer and the specified office of the Issue and Paying Agent for the time being in London, and copies may be obtained from such office. Words and expressions defined in the 2014 GSSP Base Prospectus 9 and not defined in the Final Terms shall bear the same meanings when used herein.'

(g) In the case of any issue of Securities which is to be consolidated and form a single Series with an existing Series the first tranche of which was issued under the 2013 GSSP Base Prospectus 9 or in respect of any other issue of Securities the terms and conditions of which are as set out in the 2013 GSSP Base Prospectus 9, such Securities will be documented using the 2013 GSSP Base Prospectus 9 Pro Forma Final Terms (which is incorporated by reference into this Base Prospectus), save that the first two paragraphs under the title of the 2013 GSSP Base Prospectus 9 Pro Forma Final Terms shall be deleted and replaced with the following:

*'This document constitutes the final terms of the Securities (the "**Final Terms**") described herein for the purposes of Article 8 of the Prospectus Regulation and is prepared in connection with the Global Structured Securities Programme established by Barclays Bank PLC (the "**Issuer**"). These Final Terms complete and should be read in conjunction with GSSP Base Prospectus 9 which constitutes a base prospectus drawn up as separate documents (including the Registration Document dated [24 March 2020][●][as supplemented on 8 May 2020 [,][and] [●]] and the Securities Note relating to the GSSP Base Prospectus 9 dated 17 July 2020 [as supplemented [on] [●]]) for the purposes of Article 8(6) of the Prospectus Regulation, save in respect of the Terms and Conditions of the Securities which are extracted from the 2013 GSSP Base Prospectus 9 dated 19 August 2013 (the "**2013 GSSP Base Prospectus 9**") and which are incorporated by reference into the Base Prospectus. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus, save in respect of the Terms and Conditions of the Securities which are extracted from the 2013 GSSP Base Prospectus 9. A summary of the individual issue of the Securities is annexed to this Final Terms.*

The Base Prospectus, any supplements to the Base Prospectus and the 2013 GSSP Base Prospectus 9 are available for viewing at: https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/ and during normal business hours at the registered office of the Issuer and the specified office of the Issue and Paying Agent for the time being in London, and copies may be obtained from such office. Words and expressions defined in the 2013 GSSP Base Prospectus 9 and not defined in the Final Terms shall bear the same meanings when used herein.'

(h) In the case of any issue of Securities which is to be consolidated and form a single Series with an existing Series the first tranche of which was issued under the 2013 GSSP Base Prospectus 10 or in respect of any other issue of Securities the terms and conditions of which are as set out in the 2013 GSSP Base Prospectus 10, such Securities will be documented using the 2013 GSSP Base Prospectus 10 Pro Forma Final Terms (which is incorporated by reference into this Base Prospectus), save that the first two paragraphs under the title of the 2013 GSSP Base Prospectus 10 Pro Forma Final Terms shall be deleted and replaced with the following:

*'This document constitutes the final terms of the Securities (the "**Final Terms**") described herein for the purposes of Article 8 of the Prospectus Regulation and is prepared in connection with the Global Structured Securities Programme established by Barclays Bank PLC (the "**Issuer**"). These Final Terms complete and should be read in conjunction with GSSP Base Prospectus 9 which constitutes a base prospectus*

*drawn up as separate documents (including the Registration Document dated [24 March 2020][●][as supplemented on 8 May 2020 [,][and] [●]] and the Securities Note relating to the GSSP Base Prospectus 9 dated 17 July 2020 [as supplemented [on] [●]]) for the purposes of Article 8(6) of the Prospectus Regulation, save in respect of the Terms and Conditions of the Securities which are extracted from the GSSP Base Prospectus 10 dated 30 August 2013 (the "**2013 GSSP Base Prospectus 10**") and which are incorporated by reference into the Base Prospectus. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus, save in respect of the Terms and Conditions of the Securities. A summary of the individual issue of the Securities is annexed to this Final Terms.*

The Base Prospectus, any supplements to the Base Prospectus and the 2013 GSSP Base Prospectus 10 are available for viewing at: https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/ and during normal business hours at the registered office of the Issuer and the specified office of the Issue and Paying Agent for the time being in London, and copies may be obtained from such office. Words and expressions defined in the 2013 GSSP Base Prospectus 10 and not defined in the Final Terms shall bear the same meanings when used herein.'

Securities settled by way of physical delivery of shares

There will be no issue of Securities under this Base Prospectus to be settled by way of physical delivery of shares of the Issuer or of an entity belonging to the Bank Group.

Securities with offer periods continuing beyond the validity of the 2019 GSSP Base Prospectus 9

The Offer Period (as defined in the relevant Final Terms) of the 2019 GSSP Base Prospectus 9 Securities (as defined below) extends beyond the validity of the 2019 GSSP Base Prospectus 9 (as defined in 'Information Incorporated by Reference' above). Following the expiry of the 2019 GSSP Base Prospectus 9 and the approval of this Base Prospectus the offering of the 2019 GSSP Base Prospectus 9 Securities will continue under this Base Prospectus. The terms and conditions of the securities from the 2019 GSSP Base Prospectus 9 or such other base prospectus as specified in the Final Terms (and in each case which are incorporated by reference into this Base Prospectus) will continue to apply to the 2019 GSSP Base Prospectus 9 Securities.

For the purposes hereof, "**2019 GSSP Base Prospectus 9 Securities**" means:

Name:	**ISIN:**	**Offer period:**	**Issue Date:**
Up to USD 20,000,000 Securities due August 2025	XS2124657631	From and including 8 June 2020 to but excluding 22 July 2020	30 July 2020
Up to EUR 20,000,000 Securities due August 2022	XS2124667275	From and including 15 June 2020 to but excluding 22 July 2020	30 July 2020
Up to EUR 20,000,000 Securities due September 2025	XS2124714705	From and including the 23 June 2020 to but excluding 2 September 2020	10 September 2020

GENERAL INFORMATION

Authorisation and consents

The annual update and the issue of Securities pursuant to the Programme have been duly authorised by the Chief Finance Officer of the Issuer, exercising the delegated authority of the Board of Directors of the Issuer, on 27 May 2020.

The Issuer has obtained all necessary consents, approvals and authorisations in connection with establishing and updating this Programme and will obtain all such consents, approvals and authorisations in connection with the issue and performance of each Security or Series issued pursuant to this Programme.

Use of proceeds

The Issuer intends to apply the net proceeds from the sale of any Securities either for hedging purposes or for general corporate purposes unless otherwise specified in the Final Terms relating to a particular Security or Series. If, in respect of any particular issue of Securities, there is a particular identified use of proceeds, this will be specified in the Final Terms.

Base Prospectus and supplements

This Base Prospectus may be used for a period of one year from its date in connection with a public offer of Securities in the EU, or for the listing and for any admission to trading of a Series. A revised Base Prospectus will be prepared in connection with the listing of any Series issued after such period.

If at any time the Issuer shall be required to prepare a supplement to the Base Prospectus pursuant to Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to the Base Prospectus or a further base prospectus which, in respect of any subsequent issue of Securities to be offered to the public or to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, or of any other Relevant Stock Exchange, shall constitute a supplement to the base prospectus as required by Article 23 of the Prospectus Regulation.

Passporting

A request has been made to the Central Bank of Ireland to passport this Base Prospectus to the following competent authorities:

(a) *Financial Services and Markets Authority* (FSMA) (Belgium);

(b) *Finanstilsynet* (Denmark);

(c) *Finanssivalvonta* (Finland);

(d) *Autorité des Marchés Financiers* (AMF) (France);

(e) *Commissione Nazionale per le Società e la Borsa* (CONSOB) (Italy);

(f) *Commission de Surveillance du Secteur Financier* (Luxembourg);

(g) *Malta Financial Services Authority* (Malta);

(h) *Autoriteit Financiële Markten* (AFM) (the Netherlands);

(i) *the Financial Supervisory Authority of Norway* (Norway);

(j) *Comissão do Mercado de Valores Mobiliários* (Portugal);

(k) *Comisión Nacional del Mercado de Valores* (CNMV) (Spain);

(l) *Finanzinspektionen* (Sweden); and

(m) the Financial Conduct Authority (United Kingdom).

Relevant Clearing Systems

The Securities issued pursuant to the Programme may be accepted for clearance through Euroclear, Clearstream, Euroclear France and any other Relevant Clearing System as set out in the Final Terms. The appropriate common code for each Series allocated by Euroclear, Euroclear France and Clearstream will be set out in the Final Terms, together with the International Securities Identification Number (the "**ISIN**") for that Series. Transactions will be effected for settlement in accordance with the Relevant Rules or Uncertified Regulations (as the case may be).

The address of Euroclear is 1 Boulevard du Roi Albert II, B–1210 Brussels, Belgium, the address of Euroclear France S.A. is 66 rue de la Victoire, 75009 Paris, France, and the address of Clearstream is 42 Avenue JF Kennedy, L–1855 Luxembourg. The address of any additional clearing system will be set out in the Final Terms.

Documents available

For as long as the Base Prospectus remains in effect or any Securities remain outstanding, copies of the following documents will, when available, be made available during usual business hours on a weekday (Saturdays, Sundays and public holidays excepted) for inspection and shall be available for collection free of charge at the registered office of the Issuer at: *https://home.barclays/content/dam/home-barclays/documents/who-we-are/our-governance/020514-articles-of-association.pdf*, *https://barxis.barcapint.com/GB/19/en/static/prospectus.app*, *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/#registrationdocument*, *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/#registrationdocumentsupplement*, *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses*, *https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-final-terms* and *https://home.barclays/investor-relations/reports-and-events* (as applicable) and at the specified office of the Issue and Paying Agent. The Final Terms, in respect of any Series, shall also be available at the specified office of the relevant Paying Agents or Transfer Agents and, in respect of CREST Securities, at the specified office of the CREST Agent.

(a) the constitutional documents of the Issuer;

(b) the documents set out in the '*Information Incorporated by Reference*' section of this Document;

(c) all future annual reports and semi-annual and quarterly financial statements of the Issuer;

(d) the Master Subscription Agreement;

(e) the Master Agency Agreement;

(f) the Deed of Covenant;

(g) the current Registration Document relating to the Base Prospectus and any future supplements thereto;

(h) the current Securities Note relating to the Base Prospectus and any future supplements thereto;

(i) any Final Terms issued in respect of Securities admitted to listing, trading and/or quotation by any listing authority, stock exchange, and/or quotation system since the most recent base prospectus was published; and

(j) any other future documents and/or announcements issued by the Issuer.

Post-issuance information

The Issuer does not intend to provide any post-issuance information in relation to any of the Securities or the performance of any Underlying Asset or any other underlying relating to Securities, except if required by any applicable laws and regulations.

Issue Price

Securities will be issued by the Issuer at the Issue Price specified in the Final Terms. The Issue Price will be determined by the Issuer in consultation with the relevant Manager at the time of the relevant offer and will depend, amongst other things, on prevailing market conditions at that time. The offer price of such Securities will be the Issue Price or such other price as may be agreed between an investor and the Authorised Offeror making the offer of the Securities to such investor. The Issuer will not be party to arrangements between an investor and an Authorised Offeror, and the investor will need to look to the relevant Authorised Offeror to confirm the price at which such Authorised Offeror is offering the Securities to such Investor.

Minimum denomination

No Securities may be issued hereunder which have a Specified Denomination of less than EUR 1,000 (or nearly equivalent in another currency), unless such Securities are Excluded Securities or Exercisable Certificates (which Securities do not have a Specified Denomination).

Temporary ISIN and Temporary Common Code

Any Temporary ISIN or Temporary Common Code specified in the Final Terms will apply until such time as the Relevant Clearing System recognises the Securities of the relevant Tranche to be fungible with any other Tranches of the relevant Series.

Yield

In relation to Securities for which the Final Terms specifies Interest Type to be 'Fixed' and Final Settlement Type to be 'Fixed' with a Protection Level of 100 per cent, an indication of yield will be specified in the Final Terms. The yield will be calculated at the Issue Date on the basis of the compound annual rate of return if the relevant Securities were to be purchased at the Issue Price on the Issue Date and held to the Scheduled Settlement Date. It will not be an indication of future yield.

Index disclaimers

The following Index disclaimers apply to Securities in respect of which the Underlying Asset(s) are specified to include one or more of the FTSE® 100 Index; the EURO STOXX 50® Index, the S&P 500 Index or the Barclays Indices. Where the Underlying Asset(s) include any other equity indices, the relevant index disclaimers will be set out in the Final Terms.

FTSE® 100 Index

The Securities have been developed solely by the Issuer. The Securities are not in any way connected to or sponsored, endorsed, sold or promoted by the London Stock Exchange Group plc and its group undertakings (collectively, the "**LSE Group**"). FTSE Russell is a trading name of certain of the LSE Group companies.

All rights in the FTSE® 100 Index (the "**Index**") vest in the relevant LSE Group company which owns the Index. "**FTSE®**" is a trade mark of the relevant LSE Group company and is used by any other LSE Group company under license.

The Index is calculated by or on behalf of FTSE International Limited or its affiliate, agent or partner. The LSE Group does not accept any liability whatsoever to any person arising out of (a) the use of, reliance on or any error in the Index or (b) investment in or operation of the Securities. The LSE Group makes no claim, prediction, warranty or representation either as to the results to be obtained from the Securities or the suitability of the Index for the purpose to which it is being put by the Issuer.

EURO STOXX 50® Index

STOXX, Deutsche Börse Group and their licensors, research partners or data providers have no relationship to the Issuer, other than the licensing of the EURO STOXX 50® Index and the related trademarks for use in connection with the Securities.

STOXX, Deutsche Börse Group and their licensors do not:

- Sponsor, endorse, sell or promote the Securities.
- Recommend that any person invest in the Securities or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of Securities.
- Have any responsibility or liability for the administration, management or marketing of the Securities.
- Consider the needs of the Securities or the owners of the Securities in determining, composing or calculating the EURO STOXX 50® Index or have any obligation to do so.

STOXX, Deutsche Börse Group and their licensors, research partners or data providers give no warranty, and exclude any liability (whether in negligence or otherwise), in connection with the Securities or their performance.

STOXX does not assume any contractual relationship with the purchasers of the Securities or any other third parties. Specifically,

- **STOXX, Deutsche Börse Group and their licensors, research partners or data providers do not give any warranty, express or implied, and exclude any liability about:**
- **The results to be obtained by the Securities, the owner of the Securities or any other person in connection with the use of the EURO STOXX 50® Index and the data included in the EURO STOXX 50® Index;**
- **The accuracy, timeliness and completeness of the EURO STOXX 50® Index and its data;**
- **The merchantability and the fitness for a particular purpose or use of the EURO STOXX 50® Index and its data;**
- **The performance of the Securities generally.**
- **STOXX, Deutsche Börse Group and their licensors, research partners or data providers give no warranty and exclude any liability, for any errors, omissions or interruptions in the EURO STOXX 50® Index or its data;**
- **Under no circumstances will STOXX, Deutsche Börse Group or their licensors, research partners or data providers be liable (whether in negligence or otherwise) for any lost profits or indirect, punitive, special or consequential damages or losses, arising as a result of such errors, omissions or interruptions in the EURO STOXX 50® or its data or generally in relation to the Securities, even in circumstances where STOXX, Deutsche Börse Group or their licensors, research partners or data providers are aware that such loss or damage may occur.**

The licensing agreement between the Issuer and STOXX is solely for their benefit and not for the benefit of the owners of the Securities or any other third parties.

S&P 500® Index

The "**S&P 500® Index**" is a product of S&P Dow Jones Indices LLC or its affiliates ("**SPDJI**"), and has been licensed for use by the Issuer. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC ("**S&P**"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("**Dow Jones**"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the Issuer. It is not possible to invest directly in an index. The Securities are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "**S&P Dow Jones Indices**"). S&P Dow Jones Indices does not make any representation or warranty, express or implied, to the owners of the Securities or any member of the public regarding the advisability of investing in securities generally or in the Securities

particularly or the ability of the S&P 500® Index to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices' only relationship to the Issuer with respect to the S&P 500® Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The S&P 500® Index is determined, composed and calculated by S&P Dow Jones Indices without regard to the Issuer or the Securities. S&P Dow Jones Indices has no obligation to take the needs of the Issuer or the owners of the Securities into consideration in determining, composing or calculating the S&P 500® Index. S&P Dow Jones Indices is not responsible for and has not participated in the determination of the prices, and amount of the Securities or the timing of the issuance or sale of the Securities or in the determination or calculation of the equation by which the Securities is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of the Securities. There is no assurance that investment products based on the S&P 500® Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment or tax advisor. A tax advisor should be consulted to evaluate the impact of any tax-exempt securities on portfolios and the tax consequences of making any particular investment decision. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice.

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Potential Conflicts of Interest: POTENTIAL CONFLICTS OF INTEREST MAY EXIST WITHIN THE BARCLAYS GROUP IN THE NORMAL COURSE OF CARRYING OUT THE ACTIVITIES OF INDEX SPONSOR AND THE OPERATIONS OF OTHER DIVISIONS, TEAMS, AND/OR ENTITIES WITHIN THE BARCLAYS GROUP AND/OR THEIR AFFILIATES.

Barclays' indices are administered by the Index Sponsor. Barclays Index Administration ("**BINDA**") is a separate function within Barclays Bank PLC responsible for the day-to-day governance of Barclays Bank PLC's administration activities and its responsibilities as the administrator. BINDA operates independently from Barclays Bank PLC's sales, trading, structuring departments and investment

managers. Notwithstanding the foregoing, potential conflicts of interest may exist where: (i) Barclays acts in multiple capacities with respect to a particular Barclays index, including but not limited to functioning as index sponsor, index administrator, licensing agent, and/or publisher; (ii) sales, trading or structuring desks in Barclays Investment Bank launch products linked to the performance of a Barclays index, which are typically hedged by Barclays' trading desks. In hedging an index, a trading desk may purchase or sell constituents of that index. These purchases or sales may affect the prices of the index constituents which could in turn affect the level of that index; and (iii) Barclays may use price contributions from trading desks in Barclays Investment Bank as a pricing source for a Barclays index. Barclays has in place policies and governance procedures (including separation of reporting lines) that are designed to avoid or otherwise appropriately manage such conflicts of interest and ensure the independence of BINDA and the integrity of Barclays indices. Where permitted and subject to appropriate restrictions, BINDA personnel regularly interact with trading and structuring desk personnel in Barclays Investment Bank regarding current market conditions and prices although decisions made by BINDA are independent and not influenced by trading and structuring desk personnel. Additional information about Barclays indices together with copies of the Barclays IOSCO Compliance Statement, Transparency of Methodology and Benchmark Statements are available at: https://indices.barclays (or any successor thereto).

The Index Sponsor is under no obligation to continue the publication and dissemination of the Barclays Index or the level of the Barclays Index. While the Index Sponsor currently employs the methodology ascribed to the Barclays Index (and application of such methodology shall be conclusive and binding), no assurance can be given that market, regulatory, juridical, financial, fiscal or other circumstances (including, but not limited to, any changes to or any suspension or termination of or any other events affecting any constituent within the Barclays Index) will not arise that would, in the view of the Index Sponsor, necessitate an adjustment, modification or change of such methodology. In certain circumstances, the Index Sponsor may suspend or terminate the Barclays Index. The Index Sponsor has appointed a third-party Index Calculation Agent to calculate and maintain the relevant Barclays Index. While the Index Sponsor is responsible for the operation of the Barclays Index, certain aspects have thus been outsourced to the Index Calculation Agent.

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If Bloomberg Index Services Limited is an Index Calculation Agent: Bloomberg Index Services Limited is the official index calculation and maintenance agent of the Barclays Index, an index owned and administered by Barclays. Bloomberg Index Services Limited does not guarantee the timeliness, accurateness, or completeness of the Barclays Index calculations or any data or information relating to the Barclays Index. Bloomberg Index Services Limited makes no warranty, express or implied, as to the Barclays Index or any data or values relating thereto or results to be obtained therefrom, and expressly disclaims all warranties of merchantability and fitness for a particular purpose with respect thereto. To the maximum extent allowed by law, Bloomberg Index Services Limited, its Affiliates, and all of their respective partners, employees, subcontractors, agents, suppliers and vendors (collectively, the "protected parties") shall have no liability or responsibility, contingent or otherwise, for any injury or damages, whether caused by the negligence of a protected party or otherwise, arising in connection with the calculation of the Barclays Index or any data or values included therein or in connection therewith and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages.

If Solactive AG is an Index Calculation Agent: The financial instrument is not sponsored, promoted, sold or supported in any other manner by Solactive AG nor does Solactive AG offer any express or

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Irish Listing Agent

The Bank of New York Mellon SA/NV, Dublin Branch is acting solely in its capacity as listing agent for the Issuer (and not on its own behalf) in connection with the application for admission of the Securities to the Official List of Euronext Dublin and trading on its regulated market (the Main Securities Market).

Auditors

The annual consolidated and unconsolidated financial statements of the Issuer for the years ended 31 December 2017 and 31 December 2018 have each been audited by without qualification by KPMG LLP, chartered accountants and registered auditors (a member of the Institute of Chartered Accountants in England and Wales), of 15 Canada Square, London E14 5GL, United Kingdom.

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